City of Las Vegas

CITY COUNCIL AGENDA

COUNCIL CHAMBERS · 400 STEWART AVENUE · PHONE 229-6011
CITY OF LAS VEGAS INTERNET ADDRESS: www.lasvegasnevada.gov
COUNCIL MEMBERS: OSCAR B. GOODMAN, MAYOR (At-Large)
COUNCILMAN GARY REESE, MAYOR PRO TEM (Ward 3)
STEVE WOLFSON (Ward 2), LOIS TARKANIAN (Ward 1), STEVEN D. ROSS (Ward 6)
RICKI Y. BARLOW (Ward 5), STAVROS S. ANTHONY (Ward 4)

Facilities are provided throughout City Hall for convenience of persons with disabilities. For meetings held in the Council Chambers, sound equipment is available for persons with hearing impairments. If you need an accommodation to attend and participate in this meeting, please call the City Clerk's office at 229-6311 and advise of your need at least 48 hours in advance of the meeting. The City's TDD number is 386-9108.

May 19, 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 BENNY JAQUES, VICTORY OUTREACH LAS VEGAS
4. PLEDGE OF ALLEGIANCE
5. RECOGNITION OF THE EMPLOYEE OF THE MONTH
6. RECOGNITION OF HISTORIC PRESERVATION MONTH
7. RECOGNITION OF ASIAN/PACIFIC ISLANDER HERITAGE MONTH
8. RECOGNITION OF NATIONAL MISSING CHILDREN'S DAY
9. RECOGNITION OF THE NATIONAL TOXIC ENCEPHALOPATHY FOUNDATION

BUSINESS ITEMS - MORNING

10. 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

11. Approval of the Final Minutes by reference of the City Council meeting of April 21, 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.

BUSINESS DEVELOPMENT - CONSENT

12. Approval of Consent to Assignment of Ground Leases between Lockheed Federal Credit Union, ARPM Realty, Inc., and the City of Las Vegas regarding 2400 North Tenaya Way, located in the Las Vegas Technology Center (APN 138-15-810-009 and 138-15-810-010) - Ward 1 (Tarkanian)

FIELD OPERATIONS - CONSENT

13. Approval of a First Amendment to Third Amended and Restated Lease Agreement between the City of Las Vegas and the Museum of Natural History dba Las Vegas Natural History Museum for property located at 900 Las Vegas Boulevard North - Ward 5 (Barlow)

14. Approval of a Real Property Transfer Agreement between the City of Las Vegas and Catholic Charities of Southern Nevada for real property located at 531 North Mojave Road, APN 139-36-501-004 - Ward 3 (Reese)

FINANCE & BUSINESS SERVICES - ADMINISTRATION CONSENT

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

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES CONSENT

16. Approval of a Special Event Alcoholic Beverage License for Boricua Association of Las Vegas, Location: Sammy Davis Jr. Plaza, 720 Twin Lakes Drive, Date: May 30, 2010, Type: Special Event General, Event: 12th Annual Memorial Day Festival, Responsible Person in Charge: Luis Torres-Sierra - Ward 5 (Barlow)

17. Approval of a Special Event Alcoholic Beverage License for Lindo Michoacan/Mark Berry, Location: Centennial Gateway Shopping Center, 5765 Centennial Center Boulevard, Date: May 29, 2010, Type: Special Event General, Event: Taste of Centennial - Fundraiser for Rotary Club, Responsible Person in Charge: Mark Berry - Ward 6 (Ross)

18. Approval of a Change of Business Name, Change of Location, and Change of Ownership for a Supper Club License, From: Samcon Inc, dba Tomfoolery Irish Pub and Eatery, 4300 Meadows Lane, Suite 243, To: Boca Fashion Village Pizzeria Inc., dba Grimaldi's Pizzeria Boca Park, 750 South Rampart Boulevard, Suite 7, Joseph Ciolli, Pres, Secy, Treas, Dir, 100% - Ward 2 (Wolfson)

19. Approval of a Change of Business Name, Change of Location, and Change of Ownership for a Tavern License subject to Health Dept. regulations, From: Kostly the Dog, Inc., dba Pogos Tavern, 2103 North Decatur Boulevard, To: Gomil, Inc., dba Molly's Tavern, 1021 South Buffalo Drive, Randy C. Miller, Pres, Dir, 40%, Richard M. Gonzales, Treas, Secy, Dir, 40%, and Randy W. Miller, VP, Dir, 20% - Ward 1 (Tarkanian)

20. Approval of a new Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, Haecke, LLC, dba Mr. D's Sports Bar & Grill, 1810 South Rainbow Boulevard, Kelly J. Cotton, Managing Mmbr, 100% - Ward 1 (Tarkanian)

21. Approval of a new Slot Route Operator for a Non-restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, RP Slots, LLC, dba RP Slots, LLC, 546 South Decatur Boulevard, Roger Szepelak, Mgr, 80% and Paul Halverson, Mmbr, 20% - Ward 1 (Tarkanian)

22. Approval of an extension of a new Temporary Locksmith License, Ace's High Lock & Key, LLC, dba Ace's High Lock & Key, LLC, 1137 Horizon Range Avenue, Andrew M. Vallejos, Owner, 100% - Henderson

23. Approval of a new Massage Establishment License subject to the provisions of the fire code, Aposseadesse III LLC, dba Massage Envy Spa, 5643 Centennial Center Boulevard, Suite 135, Franchesta Marbury-Hamonds, Managing Mmbr, 100% - Ward 6 (Ross)

24. Approval of a Change of Business Name for a Class II Secondhand Dealer License, a Pawn Broker License, and a Pistol Permit, BDL Investments, dba From: Metro Jewelry & Loan, To: Metro Pawn, 7960 West Sahara Avenue, Suite 120, CSN, Inc., Shareholder 90%, Mark D. Bell, Pres, and Millard N. Duxbury, VP and Guadalupe M. Limon, Managing Mmbr, 10% - Ward 2 (Wolfson)

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

FINANCE & BUSINESS SERVICES - PURCHASING & CONTRACTS CONSENT

26. Approval of award of Contract No. 100187-CW, Merchant Services (including indemnification provision) - Department of Finance and Business Services - Award recommended to: BANC OF AMERICA MERCHANT SERVICES, LLC ($600,000 - General Fund)

27. Approval of award of Bid No. 10.1730.14-LED, Federal Project No. ARRA-0003(116), Traffic Package 7 located on Durango Drive between I-215 and Elkhorn Road, Washington Avenue and Comstock Drive, Rampart Boulevard and Hillpointe Road, Rancho Drive and Palomino Lane and Vegas Drive and Pueblo Vista Drive and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: SOUTHERN NEVADA PAVING, INC. ($921,454.80 - Road and Flood Capital Projects Fund) - Wards 1, 4, 5 and 6 (Tarkanian, Anthony, Barlow and Ross)

28. Approval of award of Agreement No. 100207-DC, Blanket Services Agreement for Material Testing and Special Inspections - Department of Public Works - Award recommended to: KLEINFELDER WEST, INC. ($250,000 - Road and Flood Capital Projects Fund) - All Wards

29. Approval of award of Modification No. 4 to Contract No. 070370-DK, Environmental Management Consulting Services in connection with the Union Park (now Symphony Park) site construction activities, bounded by Grand Central Parkway, Bonneville Avenue and the Union Pacific Railroad Rail Line - City Parkway V, Inc. - Award recommended to: KLEINFELDER WEST, INC. ($100,000 - General Capital Projects Fund - Ward 5 (Barlow)

FIRE & RESCUE - CONSENT

30. Approval of a Revocable License Agreement between the City of Las Vegas and Howard Hughes Properties, Inc., for the use of property located at the southeast corner of Griffith Peak Drive and South Pavilion Center Drive for Life Safety Training - County

PUBLIC WORKS - CONSENT

31. Approval of Traffic Signal Agreement between the City of Las Vegas and Decatur 215 LLC to reimburse the Decatur 215 LLC for Traffic Signal Impact Fees paid in connection with building permits and the issuance of credits for future development in the amount of $43,925.25 in return for the construction of a traffic signal at the intersection of Tropical Parkway and Decatur Boulevard ($10,493.15 - Traffic Improvements Capital Project Fund) - Ward 6 (Ross)

32. Approval of Supplemental Interlocal Contract 554d between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to increase funding in the amount of $2,000 for the Centennial Parkway/Grand Montecito Parkway Traffic Improvements project ($2,000 - RTC) - Ward 6 (Ross)

33. Approval of Interlocal Contract LAS05J10 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to provide construction funding in the amount of $10,250,000 for the Oakey Meadows Storm Drain Phase II project extending from Charleston Boulevard and Hinson Street intersection west to Decatur Boulevard ($10,250,000 - CCRFCD) - Ward 1 (Tarkanian)

34. Approval of Bonneville Clark Connector Agreement and Right of Entry Agreement between the City of Las Vegas and FC Vegas 39, LLC, FC Vegas 20, LLC and LiveWork, LLC in support of the Bonneville-Clark Connector Project - Ward 3 (Reese)

RESOLUTIONS - CONSENT

35. R-32-2010 - Approval of a Resolution amending Schedule 25-II, 35 MPH Speed Limits, and Schedule 25-IV, 45 MPH Speed Limits, to change the speed limit on Decatur Boulevard between Ann Road and Tropical Parkway from 35 MPH to 45 MPH - Ward 6 (Ross)

36. R-33-2010 - Approval of a Resolution amending Schedule 25-IV, 45 MPH Speed Limits, to add the speed limit of 45 MPH on Sky Pointe Drive between Tenaya Way and Azure Drive - Ward 6 (Ross)

37. R-34-2010 - Approval of a Resolution amending Schedule 25-I, 30 MPH Speed Limits, to change the speed limit on Casino Center Boulevard between Charleston Boulevard and Stewart Avenue from 30 MPH to 25 MPH - Wards 3 and 5 (Reese and Barlow)

38. R-35-2010 - Approval of a Resolution amending Schedule 25-II, 35 MPH Speed Limits, and Schedule 25-IV, 45 MPH Speed Limits, to change the speed limit on Martin Luther King Boulevard between Symphony Park Avenue and Bonanza Road from 35 MPH to 45 MPH - Ward 5 (Barlow)

39. R-36-2010 - Approval of a Resolution amending Schedule 25-II, 35 MPH Speed Limits, to change the speed limit on Meadows Lane from Banjo Street to 1300 feet west of Decatur Boulevard from 35 MPH to 25 MPH - Ward 1 (Tarkanian)

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

40. Report from staff regarding nuisance abatement lien process and vacant/abandoned building enforcement - All Wards

BUSINESS DEVELOPMENT - DISCUSSION

41. ABEYANCE ITEM - Discussion and possible action regarding a Real Estate Lease Agreement between 601 Fremont, LLC, and the City of Las Vegas for the property located at 601 Fremont Street within the Fremont East Entertainment District, APN 139-34-611-018 - Ward 5 (Barlow) [NOTE: This item is related to Council Item 43 (R-25-2010)]

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES DISCUSSION

42. Discussion and possible action regarding an extension of a Temporary Package License for a Change of Business Name, Change of Location, and Change of Ownership, From: The Vons Companies, Inc., dba Vons 2398, 1061 West Owens Avenue, To: House of Vino, LLC, dba House of Vino, 8053 North Durango Drive, Suite 160, Matthew Ricciardella, Managing Mmbr, 50%, Sabah Boles, Managing Mmbr, 35%, and Jeremiah Boucher, Managing Mmbr, 15% - Ward 6 (Ross)

RESOLUTIONS - DISCUSSION

43. R-25-2010 – ABEYANCE ITEM - Discussion and possible action regarding a Resolution finding that the proposed Real Estate Lease Agreement between the City of Las Vegas and 601 Fremont, LLC, for the property located at 601 Fremont Street (APN 139-34-611-018) is for the purposes of economic development is in the best interest of the public - Ward 5 (Barlow) [NOTE: This item is related to Council Item 41]

44. R-37-2010 - Public hearing and possible action regarding a Resolution authorizing installment purchase agreements in an amount not to exceed $10,848,700 for the purpose of financing energy conservation and renewable energy projects and authorizing the officers of the City to execute documents related thereto and forward materials to the Department of Taxation - All Wards

BOARDS & COMMISSIONS - DISCUSSION

45. Discussion and possible action on the Third Amended and Restated Bylaws of the Las Vegas Neighborhood Partners Fund Board

46. Discussion and possible action on the appointment and reappointment of members to the Neighborhood Partners Fund Board for Fiscal Year 2011

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

47. Bill No. 2010-17 - Levies Assessment for Special Improvement District No. 1485 - Alta Drive (Rancho Drive to approximately 275 feet west of Lacy Lane) (Landscape Maintenance FY2011) Sponsored by: Step Requirement

48. Bill No. 2010-18 - Levies Assessment for Special Improvement District No. 1516 – Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street) Sponsored by: Step Requirement

49. Bill No. 2010-19 - Corrects an error in the mandatory spay-neuter ordinance to set the required age for spay/neuter procedures at four months rather than six. Proposed by: Bradford R. Jerbic, City Attorney

BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

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

50. Bill No. 2010-20 - Revises and updates zoning-related application and hearing procedures generally; provides that Planning Commission action on most special use permits is final, unless appealed or requested for review by a member of the City Council; and provides a procedure for Required Reviews of approved zoning applications. (TXT-37402) Proposed by: M. Margo Wheeler, Director of Planning and Development

51. Bill No. 2010-21 - Updates the hearing procedures of the Municipal Code relating to parking infractions. Proposed by: Bradford R. Jerbic, City Attorney

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.

52. Bill No. 2010-22 – Updates the City's zoning and licensing regulations that apply to community residences (commonly referred to as group homes) and similar uses. Proposed by: Bradford R. Jerbic, City Attorney

CLOSED SESSION

53. 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

54. 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

55. Public Hearing and possible action to consider the report of expenses to recover costs for abatement of nuisance regarding dangerous building located at 5112 Overland Avenue in the amount of $15,841.75 (General Fund) and assess a maximum of $72,550 in daily civil penalties. PROPERTY OWNER: TRUSTEE CLARK COUNTY TREASURER C/O FREMONT SWIM CLUB INC - Ward 1 (Tarkanian)

56. Public Hearing and possible action to consider the report of expenses to recover costs for abatement of nuisance of vacant lot located across from 1305 Belcastro Street (APN 163-03-501-032) in the amount of $3,532 (General Fund) and assess a maximum of $43,050 in daily civil penalties. PROPERTY OWNER: TRUSTEE CLARK COUNTY TREASURER C/O NAKHLE SAMER C/O MISHERFI ADNAN - 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.

57. EOT-37797 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: OCEANSIDE CYPRESS SPRINGS, LLC - Request for an Extension of Time of a previously approved Site Development Plan Review (SDR-10748) FOR THE CONVERSION OF A 144-UNIT APARTMENT COMPLEX TO CONDOMINIUMS on 6.71 acres at 3651 North Rancho Drive (APN 138-12-202-002), R-3 (Medium Density Residential and Apartment) Zone, Ward 6 (Ross). Staff recommends APPROVAL.

58. EOT-37798 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: LAS VEGAS VALLEY WATER DISTRICT - Request for an Extension of Time of a previously approved Site Development Plan Review (SDR-27842) FOR A 675 SQUARE-FOOT UTILITY INSTALLATION on 12.9 acres at 2215 North Buffalo Drive (APN 138-21-501-001), C-V (Civic) Zone, Ward 4 (Anthony). 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.

59. SUP-37617- SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: RAPID CASH - OWNER: RESORT HOLDINGS I, LLC - Request for a Special Use Permit TO ADD A JEWELRY STORE, CLASS III USE TO AN EXISTING 2,409 SQUARE-FOOT FINANCIAL INSTITUTION, SPECIFIED at 7460 West Cheyenne Avenue, Suite #110 (APN 138-10-413-007), C-1 (Limited Commercial) Zone, Ward 4 (Anthony). The Planning Commission (5-0 vote) and Staff recommend APPROVAL.

60. SUP-37618 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: CHECK CITY - OWNER: FREMONT WEST, LLC - Request for a Special Use Permit TO ADD A JEWELRY STORE, CLASS III USE TO AN EXISTING 2,000 SQUARE-FOOT AUTO TITLE LOAN ESTABLISHMENT at 6378 West Lake Mead Boulevard (APN 138-23-601-003), C-1 (Limited Commercial) Zone, Ward 5 (Barlow). The Planning Commission (5-0 vote) and Staff recommend APPROVAL.

61. SUP-37621- SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: RAPID CASH - OWNER: NELLIS OWENS 48, LLC - Request for a Special Use Permit TO ADD A JEWELRY STORE, CLASS III USE TO AN EXISTING 2,366 SQUARE-FOOT AUTO TITLE LOAN ESTABLISHMENT at 5067 East Owens Avenue (APN 140-29-510-021), C-2 (General Commercial) Zone, Ward 3 (Reese). The Planning Commission (5-0 vote) and Staff recommend APPROVAL.

62. SUP-37624 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: CHECK CITY - OWNER: FREANEL & SON CHEYENNE, LLC - Request for a Special Use Permit TO ADD A JEWELRY STORE, CLASS III USE WITHIN AN EXISTING 2,400 SQUARE-FOOT AUTO TITLE LOAN ESTABLISHMENT at 7350 West Cheyenne Avenue, Suite #112 (APN 138-10-403-031), C-1 (Limited Commercial) Zone, Ward 4 (Anthony). The Planning Commission (5-0 vote) and Staff recommend APPROVAL.

63. SUP-37625 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: CHECK CITY - OWNER: CONSTRUCTION GROUP, INC. - Request for a Special Use Permit TO ADD A JEWELRY STORE, CLASS III USE TO AN EXISTING 2,010 SQUARE-FOOT AUTO TITLE LOAN ESTABLISHMENT at 5861 West Craig Road, Suite #104 (APN 138-01-312-004), C-1 (Limited Commercial) Zone, Ward 6 (Ross). The Planning Commission (5-0 vote) and Staff recommend APPROVAL.

64. SUP-37626 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: CHECK CITY - OWNER: ALECO ENTERPRISES, INC. - Request for a Special Use Permit TO ADD A JEWELRY STORE, CLASS III USE WITHIN AN EXISTING 2,008 SQUARE-FOOT AUTO TITLE LOAN ESTABLISHMENT at 631 North Nellis Boulevard (APN 140-29-802-009), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (5-0 vote) and Staff recommend APPROVAL.

65. VAC-37574 - VACATION - PUBLIC HEARING - APPLICANT/OWNER: BCI COCA-COLA BOTTLING COMPANY OF LOS ANGELES - Petition to Vacate a 20-foot wide public drainage easement at 230 North Mojave Road, Ward 3 (Reese). The Planning Commission (5-0 vote) and Staff recommend APPROVAL.

PLANNING & DEVELOPMENT - DISCUSSION

66. RQR-37530 - ABEYANCE ITEM - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT/OWNER: MARIO PENA PENA - Required Review of a previously approved Special Use Permit (SUP-31367) FOR AN AUTO REPAIR GARAGE, MINOR WITH SERVICE BAY DOORS FACING THE RIGHT-OF-WAY at 1550 North Rancho Drive (APN 139-29-112-120), C-1 (Limited Commercial) Zone, Ward 5 (Barlow). Staff recommends DENIAL.

67. SUP-37068 - ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: LOVETT COMPANIES - OWNER: SPANISH VILLAS AT SAHARA, LLC – Appeal from the denial by the Planning Commission of a request for a Special Use Permit FOR A SUPPER CLUB WITHIN AN EXISTING 17,425 SQUARE-FOOT BUILDING at 3190 West Sahara Avenue (APN 162-05-403-001), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (6-1 vote) recommends DENIAL. Staff recommends APPROVAL. [NOTE: Staff received a letter from Howard Mann, Spanish Villas at Sahara, LLC indicating that Lovett Companies is no longer the applicant. Spanish Villas at Sahara, LLC will be both the applicant and the owner.]

68. SUP-37378 – ABEYANCE ITEM - RENOTIFICATION - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: WALGREEN CO. - OWNER: TATSUMI INTERNAT'L LV CO. LTD. - Request for a Special Use Permit FOR A 48 SQUARE-FOOT ACCESSORY PACKAGE LIQUOR OFF-SALE WITHIN AN EXISTING 15,120 SQUARE-FOOT RETAIL ESTABLISHMENT WITH A WAIVER OF 400-FOOT DISTANCE SEPARATION REQUIREMENT FROM AN EXISTING PARK at 7599 West Lake Mead Boulevard (APN 138-22-316-009), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). NOTE: THIS APPLICATION HAS BEEN AMENDED TO REQUEST 79 SQUARE FEET FOR THE ACCESSORY PACKAGE LIQUOR OFF-SALE USE. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

69. GPA-37216 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request to adopt an updated Safety and Seismic Safety Element and revise the 2020 Master Plan. The Planning Commission (5-0 vote) and Staff recommend APPROVAL.

70. GPA-37467 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT: ARNOLD STALK - OWNER: MARY BARTSAS 22, LLC - Request to amend a portion of the Southeast Sector Plan of the General Plan FROM: MXU (MIXED USE) TO: C (COMMERCIAL) on 2.68 acres at 2100 Fremont Street (APN 139-35-803-015), Ward 3 (Reese). The Planning Commission (5-0 vote) and Staff recommend APPROVAL.

71. ZON-37469 - REZONING RELATED TO GPA-37467 - PUBLIC HEARING - APPLICANT: ARNOLD STALK - OWNER: MARY BARTSAS 14, LLC - Request for a Rezoning FROM: R-4 (HIGH DENSITY RESIDENTIAL) TO: C-2 (GENERAL COMMERCIAL) on 3.75 acres on the west side of Eastern Avenue, approximately 160 feet south of Sunrise Avenue (APN 139-35-804-002), Ward 3 (Reese). The Planning Commission (5-0 vote) and Staff recommend APPROVAL.

72. SDR-37470 - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-37467 AND ZON-37469 - PUBLIC HEARING - APPLICANT: ARNOLD STALK - OWNER: MARY BARTSAS 14, LLC, ET AL - Request for a Site Development Plan Review FOR A PROPOSED 90,595 SQUARE-FOOT SHOPPING CENTER WITH WAIVERS OF THE DOWNTOWN CENTENNIAL PLAN SETBACK STANDARDS AND TITLE 19 BUILDING PLACEMENT STANDARDS on 9.61 acres at the southwest and northwest corners of Fremont Street and Eastern Avenue (APNs 139-35-803-015 through 017, 139-35-804-002, and 139-35-804-008 through 010), C-2 (General Commercial) and R-4 (High Density Residential) Zones [PROPOSED: C-2 (General Commercial)], Ward 3 (Reese). The Planning Commission (4-1 vote) and Staff recommend APPROVAL.

73. GPA-37599 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT: OVATION DEVELOPMENT - OWNER: JIMMY LEE - Request to Amend a portion of the Centennial Hills Sector Plan of the General Plan FROM: GC (GENERAL COMMERCIAL) TO: SC (SERVICE COMMERCIAL) on 1.77 acres located along the south side of Lone Mountain Road, approximately 158 feet east of Rainbow Boulevard (APN 138-02-101-002), Ward 6 (Ross). The Planning Commission (5-0 vote) and Staff recommend APPROVAL.

74. ZON-37600 - REZONING RELATED TO GPA-37599 - PUBLIC HEARING - APPLICANT: OVATION DEVELOPMENT - OWNER: LONE MOUNTAIN APTS I, LLC AND JIMMY LEE - Request for a Rezoning FROM: C-2 (GENERAL COMMERCIAL) TO: C-1 (LIMITED COMMERCIAL) on 3.02 acres at the southeast corner of Lone Mountain Road and Rainbow Boulevard, (APNs 138-02-101-002 and 015), Ward 6 (Ross). The Planning Commission (5-0 vote) and Staff recommend APPROVAL.

75. SUP-37601 - SPECIAL USE PERMIT RELATED TO GPA-37599 AND ZON-37600 - PUBLIC HEARING - APPLICANT: OVATION DEVELOPMENT - OWNER: LONE MOUNTAIN APTS I, LLC AND JIMMY LEE - Request for a Special Use Permit FOR A SENIOR CITIZEN APARTMENT USE WITH WAIVERS TO ALLOW APARTMENTS ON THE GROUND FLOOR WHERE NONE ARE PERMITTED, A PRIMARY RESIDENT OR GUEST ENTRYWAY IN CONJUNCTION WITH COMMERCIAL USES AND A FRONT ELEVATION THAT DOES NOT HIGHLIGHT THE DIFFERENCE IN USES at the southeast corner of Lone Mountain Road and Rainbow Boulevard (APNs 138-02-101-002 and 015), Ward 6 (Ross). The Planning Commission (5-0 vote) and Staff recommend APPROVAL.

76. SDR-37602 - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-37599, ZON-37600 AND SUP-37601 - PUBLIC HEARING - APPLICANT: OVATION DEVELOPMENT - OWNER: LONE MOUNTAIN APTS I, LLC AND JIMMY LEE - Request for a Site Development Plan Review FOR A THREE-STORY, 37-FOOT, 152-UNIT SENIOR CITIZEN APARTMENT COMPLEX on 3.02 acres at the southeast corner of Lone Mountain Road and Rainbow Boulevard (APNs 138-02-101-002 and 015), Ward 6 (Ross). The Planning Commission (5-0 vote) and Staff recommend APPROVAL.

77. GPA-37614 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: A-T QTA, LLC AND ALEXANDER-TENAYA, LLC - Request to Amend a portion of the Centennial Hills Sector Plan of the General Plan FROM: M (MEDIUM DENSITY RESIDENTIAL) TO: H (HIGH DENSITY RESIDENTIAL) on 13.06 acres at 7100 West Alexander Road (APNs 138-03-802-002 and 003), Ward 4 (Anthony). The Planning Commission (4-0-1 vote) and Staff recommend APPROVAL.

78. ZON-37615 - REZONING RELATED TO GPA-37614 - PUBLIC HEARING - APPLICANT/OWNER: A-T QTA, LLC AND ALEXANDER-TENAYA, LLC - Request for a Rezoning FROM: R-3 (MEDIUM DENSITY RESIDENTIAL) TO: R-4 (HIGH DENSITY RESIDENTIAL) on 13.06 acres at 7100 West Alexander Road (APNs 138-03-802-002 and 003), Ward 4 (Anthony). The Planning Commission (4-0-1 vote) and Staff recommend APPROVAL.

79. ZON-37607 - REZONING - PUBLIC HEARING - APPLICANT: VOLUNTEERS IN MEDICINE OF SOUTHERN NEVADA - OWNER: C & C ASSET MANAGEMENT, LLC - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: C-1 (LIMITED COMMERCIAL) on 1.36 acres on the east side of Martin L. King Boulevard, approximately 60 feet north of Madison Avenue (APNs 139-28-601-001 through 003), Ward 5 (Barlow). The Planning Commission (5-0 vote) and Staff recommend APPROVAL.

80. SDR-37606 - SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-37607 - PUBLIC HEARING - APPLICANT: VOLUNTEERS IN MEDICINE OF SOUTHERN NEVADA - OWNER: C & C ASSET MANAGEMENT, LLC - Request for a Site Development Plan Review FOR A PROPOSED ONE-STORY, 17-FOOT, 12,000 SQUARE-FOOT CLINIC on 1.36 acres on the east side of Martin L. King Boulevard, approximately 60 feet north of Madison Avenue (APNs 139-28-601-001 through 003), R-E (Residence Estates) Zone [PROPOSED: C-1 (Limited Commercial)], Ward 5 (Barlow). The Planning Commission (5-0 vote) and Staff recommend APPROVAL.

81. VAR-37592 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: BERT AND CATHY SHORT - Request for a Variance TO ALLOW A PROPOSED 1,560 SQUARE-FOOT ACCESSORY STRUCTURE (CLASS I) FOR A TOTAL OF 2,136 SQUARE FEET OF COMBINED FLOOR AREA WHERE 712 SQUARE FEET IS THE MAXIMUM ALLOWED on 0.57 acres 6241 Whispering Sands Drive (APN 125-14-602-003), R-E (Residence Estates) Zone, Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL.

82. SUP-37593 - SPECIAL USE PERMIT RELATED TO VAR-37592 - PUBLIC HEARING - APPLICANT/OWNER: BERT AND CATHY SHORT - Request for a Special Use Permit FOR A PROPOSED 1,560 SQUARE-FOOT ACCESSORY STRUCTURE (CLASS I) at 6241 Whispering Sands Drive (APN 125-14-602-003), R-E (Residence Estates) Zone, Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL.

83. SUP-37566 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: WALGREEN CO. - OWNER: A & M LAKE MEAD, LLC - Request for a Special Use Permit FOR A 79 SQUARE-FOOT ACCESSORY PACKAGE LIQUOR OFF-SALE WITHIN AN EXISTING 13,905 SQUARE-FOOT RETAIL ESTABLISHMENT at 9420 West Lake Mead Boulevard (APN 138-18-821-005), P-C (Planned Community) Zone, Ward 4 (Anthony). The Planning Commission (5-0 vote) and Staff recommend APPROVAL.

84. SUP-37576 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: CASH AMERICA/SUPER PAWN - OWNER: FREMONT WEST, LLC - Request for a Special Use Permit FOR A PAWN SHOP WITH WAIVERS TO ALLOW A 154-FOOT DISTANCE SEPARATION FROM A RESIDENTIALLY ZONED PROPERTY AND A 250-FOOT DISTANCE SEPARATION FROM A FINANCIAL INSTITUTION, SPECIFIED WHERE 200 FEET AND 1000 FEET, RESPECTIVELY, ARE REQUIRED at 307 South Decatur Boulevard (APN 139-31-201-003), C-2 (General Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL.

85. SUP-37603 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: WALGREEN CO. - OWNER: VILLAGE/TORREY PINES PARTNERS, LP - Request for a Special Use Permit FOR A 79 SQUARE-FOOT ACCESSORY PACKAGE LIQUOR OFF-SALE WITHIN AN EXISTING 13,905 SQUARE-FOOT RETAIL ESTABLISHMENT at 6401 West Charleston Boulevard (APN 163-02-114-002), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (5-0 vote) and Staff recommend APPROVAL.

86. SUP-37605 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: WALGREEN CO. - OWNER: LAKEWEST LAS VEGAS PROPERTIES, LLC - Request for a Special Use Permit FOR A 79 SQUARE-FOOT ACCESSORY PACKAGE LIQUOR OFF-SALE WITHIN AN EXISTING 15,048 SQUARE-FOOT RETAIL ESTABLISHMENT at 1101 South Las Vegas Boulevard (APN 162-03-114-002), C-2 (General Commercial) Zone, Ward 3 (Reese). The Planning Commission (5-0 vote) and Staff recommend APPROVAL.

87. DIR-37526 - DIRECTOR'S BUSINESS - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request to designate the Westside School as an Historic Landmark on the city of Las Vegas Historic Property Register, as approved by Historic Preservation Commission (HPC-37298) on 2.27 acres at 330 West Washington Avenue (APNs 139-27-211-053 and 058), C-V (Civic) Zone, Ward 5 (Barlow). The Planning Commission (5-0 vote) and Staff recommend APPROVAL.

SET DATE

88. 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

89. 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

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

****

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

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 19, 2010

SUBJECT:
CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 19, 2010

SUBJECT:
ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 19, 2010

SUBJECT:
INVOCATION – PASTOR BENNY JAQUES, VICTORY OUTREACH LAS VEGAS

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 19, 2010

SUBJECT:
PLEDGE OF ALLEGIANCE

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2010

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE EMPLOYEE OF THE MONTH

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2010

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF HISTORIC PRESERVATION MONTH

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2010

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF ASIAN/PACIFIC ISLANDER HERITAGE MONTH

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2010

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF NATIONAL MISSING CHILDREN'S DAY

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2010

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE NATIONAL TOXIC ENCEPHALOPATHY FOUNDATION

City of Las Vegas

Agenda Item No.: **10.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2010

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES

☐ **Consent** ☒ **Discussion**

SUBJECT:
BUSINESS ITEMS:

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

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 19, 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 April 21, 2010

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2010

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

SUBJECT:
Approval of Consent to Assignment of Ground Leases between Lockheed Federal Credit Union, ARPM Realty, Inc., and the City of Las Vegas regarding 2400 North Tenaya Way, located in the Las Vegas Technology Center (APN 138-15-810-009 and 138-15-810-010) - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas (Landlord) owns the real property located at 2400 North Tenaya Way, Las Vegas, Nevada. Lockheed Federal Credit Union (Tenant) is the existing Tenant under the ground leases dated January 29, 1986 and February 18, 1987 between the City of Las Vegas and L.V. Tech Center Limited Partnership. Tenant wishes to assign the leases to ARPM Realty, Incorporated (Assignee). The Assignee will assume and agree to perform all covenants, agreements and obligations under the leases.

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
1. Consent to Assignment of Ground Leases
2. Site Map

APN: 138-15-810-009 and
138-15-810-010

When recorded return to and
Mail tax statements to:
Susan Ackerman
2680 S. Jones Blvd., Suite 1
Las Vegas, NV 89146

CONSENT TO ASSIGNMENT OF GROUND LEASES

THIS CONSENT TO ASSIGNMENT OF GROUND LEASES ("Agreement") is made as of the _____ day of _____, 2010, by and between Lockheed Federal Credit Union, a federal credit union ("Tenant"), the City of Las Vegas, Nevada, a political subdivision of the State of Nevada ("Landlord") and ARPM Realty, Inc. a Nevada corporation ("Assignee").

RECITALS:

1. Tenant is the current tenant under those certain ground leases (the "Leases") dated January 29, 1986 and February 18, 1987, between Landlord and L.V. Tech Center Limited Partnership, a Nevada limited partnership, pertaining to and covering a portion of that certain real estate which is legally described on Exhibit "A" attached hereto and the buildings and improvements located thereon (the "Property").

2. Concurrently with the execution of this Agreement, Tenant has assigned the Leases to Assignee and Assignee has assumed and agreed to perform all of the obligations of the Tenant under the Leases.

3. The consent of Landlord to such assignment is required under the Leases and the parties have entered into this agreement to evidence the consent of Landlord to such assignment of the Leases.

AGREEMENTS:

NOW THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency whereof are acknowledged, Tenant, Landlord and Assignee covenant and agree as follows:

1. Consent to Assignment: Landlord hereby consents to the assignment by Tenant of Tenant's interest in the Leases, pursuant to the Assignment of the Leases recorded concurrently herewith.

2. Assumption: Assignee hereby assumes and agrees to perform, from and after the date of this Agreement, all of the covenants, agreements and obligations of the Tenant under the Leases. Assignee hereby affirms that the monthly rent due under the Leases is as set forth on Exhibit "B" attached hereto and that the first payment of rent under the Leases to be made by Assignee is due on June 1, 2010.

3. Landlord Disclaimer: Tenant and Assignee acknowledge and agree that Landlord does not make, and has not made, any representations or warranties of any kind whatsoever, either expressed or implied, with respect to the Property or any of such related matters; in particular, but without limitation, Landlord makes no representations or warranties with respect to the use, condition, title, occupation or management of the Property, compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to leasing, zoning, subdividing, planning, building, fire, safety, health or environmental matters, compliance with covenants, conditions and restrictions (whether or not of record), other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations or requirements affecting or relating to the Property. Tenant and Assignee acknowledge that notwithstanding any prior or contemporaneous oral or written representations, statements, documents or understandings, this Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof, the Leases and/or the Property and supersedes any such prior or contemporaneous oral or written representations, statements, documents or understandings.

4. Interpretation: This Agreement is intended and shall inure to the benefit of and shall be binding upon Tenant, Assignee and Landlord, and their respective heirs, personal representatives, successors and assigns. If any one or more of the provisions of the Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of the Landlord, not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been included. This Agreement shall be governed and construed according to the laws of Nevada.

5. Representations: Tenant and Landlord, mutually state, as of the date of this Agreement and to its actual knowledge;

   (a) All duties of an inducement nature required by Landlord under the Leases have been fulfilled.

   (b) The Leases are in full force and effect. There is no existing default on the part of the Landlord or Tenant in the terms of the Leases, nor does there exist any fact or condition, which, with the giving of notice or passage of time, or both, would constitute a default under the Leases. The Leases constitute the entire rental agreement between Landlord and Tenant for the Property and has not been amended, modified, supplemented or superseded.

   (c) To the best of its knowledge, Tenant does not now have or hold any claim against Landlord which might be set off or credited against future accruing rents.

6. Disclosure of Principals: Attached hereto as Exhibit "C" is Assignee's Disclosure of Principals form.

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

LANDLORD

CITY OF LAS VEGAS, a political subdivision of the State of Nevada

By: _____
Name: OSCAR B. GOODMAN
Title: Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

M. Sanchez
_____
Date
5-03-10

TENANT

LOCKHEED FEDERAL CREDIT UNION,
a federal credit union

By: _____
Name: OLIVER KIM
Title: Vice President, CRE and Loan Services

ASSIGNEE

ARPM REALTY, INC.

By: _____
Name: SUSAN ACKERMAN
Title: President

ACKNOWLEDGEMENTS

STATE OF NEVADA}
}ss
COUNTY OF CLARK}

On this _____ day of _____,_____, before me, a Notary Public in and for said state, personally appeared Oscar B. Goodman, personally known to me (or proved to me) to be the person who executed the above instrument, and acknowledged to me that she executed the same for purposes stated therein.

_____
Notary Public

STATE OF _____ }
}ss
COUNTY OF _____}

On this _____ day of _____, _____, 2010, before me, a Notary Public in and for said state, personally appeared _____, personally known to me (or proved to me) to be the person who executed the above instrument, and acknowledged to me that she executed the same for purposes stated therein.

_____
Notary Public

STATE OF _____ }
}ss
COUNTY OF _____}

On this _____ day of _____, _____, 2010, before me, a Notary Public in and for said state, personally appeared _____, personally known to me (or proved to me) to be the person who executed the above instrument, and acknowledged to me that she executed the same for purposes stated therein.

_____
Notary Public

EXHIBITS

EXHIBIT "A"	LEGAL DESCRIPTION OF PROPERTY
EXHIBIT "B"	RENT SCHEDULE
EXHIBIT "C"	CERTIFICATE OF PRINCIPALS

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL I:
THAT PORTION OF THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 15, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER (SW COR.) OF SAID SOUTHEAST QUARTER (SE ¼); THENCE SOUTH 89°39'29" EAST, ALONG THE SOUTH LINE THEREOF, 252.17 FEET; THENCE NORTH 00°00'17" WEST, 50.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°39'29" WEST, 187.27 FEET TO A POINT OF TANGENCY WITH A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°41'34", AN ARC DISTANCE OF 39.14 FEET TO A POINT OF TANGENCY; THENCE NORTH 00°02'05" EAST, 420.14 FEET; THENCE SOUTH 89°39'29" EAST, 211.83 FEET; THENCE SOUTH 00°00'17" EAST, 445.01 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL II:
THAT PORTION OF THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 15, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER (SW COR.) OF THE SOUTHEAST QUARTER (SE ¼) OF SAID SECTION 15; THENCE SOUTH 89°39'29" EAST, ALONG THE SOUTH LINE THEREOF, 252.17 FEET; THENCE NORTH 00°00'17" WEST, 50.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°00'17" WEST, 445.01 FEET; THENCE SOUTH 89°39'29" EAST, 188.17 FEET; THENCE SOUTH 00°00'17" EAST, 445.01 FEET; THENCE NORTH 89°39'29" WEST, 188.17 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT "B"
RENT SCHEDULE

1986 Ground Lease		
Date		Payment
June 1, 2010		1,684.44
July 1, 2010		1,684.44
August 1, 2010		1,684.44
September 1, 2010		1,684.44
October 1, 2010		1,684.44
November 1, 2010		1,684.44
December 1, 2010		1,684.44
January 1, 2011		1,684.44
February 1, 2011		1,684.44
March 1, 2011		1,684.44
April 1, 2011		1,684.44
May 1, 2011	CPI *	
1987 Ground Lease		
June 1, 2010		1,469.21
July 1, 2010		1,469.21
August 1, 2010		1,469.21
September 1, 2010		1,469.21
October 1, 2010		1,469.21
November 1, 2010		1,469.21
December 1, 2010		1,469.21
January 1, 2011		1,469.21
February 1, 2011		1,469.21
March 1, 2011		1,469.21
April 1, 2011		1,469.21
May 1, 2011		1,469.21
June 1, 2011		1,469.21
July 1, 2011		1,469.21
August 1, 2011		1,469.21
September 1, 2011		1,469.21
October 1, 2011		1,469.21
November 1, 2011		1,469.21
December 1, 2011		1,469.21
January 1, 2012		1,469.21
February 1, 2021		1,469.21
March 1, 2012		1,469.21
April 1, 2012		1,469.21
May 1, 2012		1,469.21
June 1, 2012		1,469.21
July 1, 2012	CPI *	

**subject to CPI Adjustment every five years based on National Consumer Price Index for All Urban Consumers for all items, U.S. City Average (1967=100) published by the Bureau of Labor Statistics of the United States Department of Labor*

EXHIBIT "C"

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. **Definitions**

"City" means the City of Las Vegas.

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

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

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

2. **Policy**

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

3. **Instructions**

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

4. **Incorporation**

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

Block 1 Contracting Entity
Name ARPM Realty, Inc.,
Address 2680 S Jones Blvd, LV NV 89146
(702) 597-0222
Telephone 26-1632849
EIN or DUNS

Block 2 Description
Consent to assign to Ground Lease on 2400 N Tenaya Way

Block 3 Type of Business

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Susan Ackerman	2680 S Jones Blvd	(702) 597-0222
2.	Sasha Ackerman Hollibaugh	2680 S Jones Blvd	(702) 597-0222
3.			
4.			
5.			
6.			
7.			

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

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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

Name of Attached Document:

_____

Date of Attached Document: _____ Number of Pages: _____

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

Susan Ackerman

Name Susan Ackerman

5-3/2010

Date

Subscribed and sworn to before me this 3rd day of May, 2010

Vicci MLangston

Notary Public

VICCI M. LANGSTON
Notary Public State of Nevada
No. 04-91345-1
My appt. exp. Aug. 24, 2012

SITE MAP
2400 N. Tenaya Way



Legend

2400 N. Tenaya

0 50 100 200 Feet

N
W E
S

This map is a graphic representation of an area.
It is not guaranteed to be accurate.
This map is only for planning purposes.

4/30/10

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2010

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

SUBJECT:
Approval of a First Amendment to Third Amended and Restated Lease Agreement between the City of Las Vegas and the Museum of Natural History dba Las Vegas Natural History Museum for property located at 900 Las Vegas Boulevard North - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City entered into a Lease Agreement with the Las Vegas Natural History Museum on 11/15/95 for use of the property located at 900 Las Vegas Boulevard North and has since entered into three Amended and Restated Agreements. This First Amendment to the Third Amended and Restated Agreement clarifies the terms for the financial records that are to be maintained by the Las Vegas Natural History Museum.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
First Amendment to Third Amended and Restated Lease Agreement

FIRST AMENDMENT TO THIRD AMENDED AND RESTATED LEASE AGREEMENT

This First Amendment to the Third Amended and Restated Lease Agreement ("First Amendment") is entered into and effective for all purposes as of _____, 2010 by and between the CITY OF LAS VEGAS, a municipal corporation in the State of Nevada ("Lessor"), and MUSEUM OF NATURAL HISTORY d/b/a LAS VEGAS NATURAL HISTORY MUSEUM, a Nevada nonprofit corporation ("Lessee"). Lessor and Lessee are individually or collectively referred herein as the "Party" or "Parties."

RECITALS

WHEREAS, the Lessor is the legal owner of the property located at 900 Las Vegas Boulevard North, situated in the City of Las Vegas, County of Clark, State of Nevada; and

WHEREAS, the Lessor and Lessee entered into a Lease Agreement dated November 15, 1995 ("Original Lease Agreement"), for the lease of a portion of the Property ("Premises") from the Lessor to Lessee subject to, and in accordance with, the covenants, terms and conditions of the Original Lease Agreement; and

WHEREAS, the Lessor and Lessee entered into the Amended and Restated Lease Agreement dated April 29, 1998 ("First Amended Lease Agreement") which provided for the construction of tenant improvements and the requirement to apply for and obtain grant awards for the construction of improvements; and

WHEREAS, the Lessor and Lessee entered into the Second Amended and Restated Lease Agreement dated September 18, 2002 ("Second Amended Lease Agreement") which provided for the clarification of Lessee's term to satisfy the requirement for obtaining capital improvement grants; and

WHEREAS, the Lessor and Lessee entered into the Third Amended and Restated Lease Agreement dated May 7, 2008 ("Third Amended Lease Agreement") which provided for the clarification of the terms and obligations of the Museum. (The Original Lease Agreement, First Amended Lease, Second Amended Lease and Third Amended Lease Agreement shall collectively be referred to as the "Restated Lease Agreement".)

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree to amend the Lease as follows:

1. Section 3.B.6. (Lessee's Obligations) to the Restated Lease Agreement shall hereby be deleted and the following shall be inserted in its place:

> The Lessee agrees to keep accurate books and records in accordance with generally accepted accounting practices. All books and records maintained by the Lessee relating to all financial transactions should be available upon reasonable notice at all reasonable hours to the inspection of the Lessor and its agents. On or before the sixtieth (60th) day after the end of each fiscal year, the Lessee shall deliver to the City's Real Estate and Utilities Administrator a certified statement prepared by the Lessee's independent certified public accountant showing all financial transactions for the preceding year, or if some other accounting record is required by the Lessee's Board of Directors then the record shall be provided (i.e. an independent financial audit).

2. Section 3.B.7. (Lessee's Obligations) to the Restated Lease Agreement shall hereby be deleted in its entirety.

3. Section 12. (Notices) to the Restated Lease Agreement shall hereby be amended as follows:

All notices, demands or other writings in this Restated Lease Agreement provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited with the United States Postal Service as certified mail, with postage prepaid, and addressed as follows:

LESSOR: City of Las Vegas
Real Estate and Utilities Administrator
400 Stewart Avenue, 4th Floor
Las Vegas, Nevada 89101

LESSEE: Museum of Natural History
d/b/a Las Vegas Natural History Museum
900 Las Vegas Boulevard North
Las Vegas, Nevada 89101
Attn: Executive Director

The address to which any notice, demand or other writing may be given to any party as above provided may be changed by written notice given by such party as above provided.

4. Incorporation. Except as otherwise amended herein, all other terms and conditions of the Restated Lease Agreement shall remain in full force and effect and Lessee hereby ratifies and confirms its obligations thereunder. Lessee represents and acknowledges that as of the date of this First Amendment, Lessee (i) is not in default under the terms of the Restated Lease Agreement; (ii) has no defense, set off or counterclaim to the enforcement by Lessor of the terms of the Restated Lease Agreement; and (iii) is not aware of any action or inaction by Lessor that would constitute an Event of Default by Lessor under the Restated Lease Agreement.

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

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6. Disclosure of Principals. Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Lessee warrants that it has disclosed, on the form attached hereto as Exhibit "A", all principals, including, partners of Lessee, as well as all persons and entities holding more than 1% interest in Lessee or any material change in the above disclosure within fifteen (15) days of any such change.

IN WITNESS WHEREOF, Lessor and Lessee have executed this First Amendment as of the day and year first written above.

"LESSOR"

ATTEST:

CITY OF LAS VEGAS

By:_____
Beverly K. Bridges MMC, City Clerk

_____
Oscar B. Goodman, Mayor

Approved as to form:

By: J. Pandelli 4/21/10
Deputy City Attorney Date

"LESSEE"

MUSEUM OF NATURAL HISTORY d/b/a LAS VEGAS NATURAL HISTORY MUSEUM

Marilyn Gillespie
Marilyn Gillespie, Director

EXHIBIT "A"

DISCLOSURE OF PRINCIPALS

The principals and partners of the Museum of Natural History dba Las Vegas Natural History Museum and all persons and entities holding more than 1% interest in the Museum of Natural History dba Las Vegas Natural History Museum or any principal of the Museum of Natural History dba Las Vegas Natural History Museum are the following:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. Denny Weddle	3900 Paradise Rd., Ste 151 Las Vegas, NV 89169-0962	791-2377
2. Anthony Guenther	2300 W. Sahara Ave., #10, Ste 1000 Las Vegas, NV 89102	873-4100
3. Michael Davidson	38 Sahalee Dr. LV 89148	528-2580
4. Kiyomi A. Chandra	2461 Hampton Rd. Henderson, NV 89052	567-6781
5. Chuck Creigh	2970 W. Sahara Ave., Ste 100 Las Vegas, NV 89102-1710	221-2500
6. Mike Fauci	4320 W. Desert Inn Rd., #C Las Vegas, NV 89102	873-4015
7. John H. Good	11398 Belmont Lake Dr., #103 Las Vegas, NV 89135	(562) 762-8747
8. Jill Long	2310 E. Serene Ave. Las Vegas, NV 89123	270-0818
9. Donald T. Polednak	7371 Prairie Falcon Rd., Ste 120 Las Vegas, NV 89128	952-5200
10. Darrell W. Spencer	1465 Foothills Village Dr. Henderson, NV 89012	(888) 845-8572
11. Stephanie Stallworth	1700 Vegas Dr., LV NV 89106	545-1003
12. John Cole	9005 Night Owl Ct., LV NV 89134	493-5824

I hereby certify under penalty of perjury, that the foregoing list is full and complete.

Museum of Natural History
dba Las Vegas Natural History Museum

By: Marilyn Gillespie
Its: Director

Subscribed and sworn to before me this
26 day of April, 2010.

Notary Public

SALLY MARCUS
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 05-05-2013
Certificate No: 97-1845-1

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2010

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

SUBJECT:
Approval of a Real Property Transfer Agreement between the City of Las Vegas and Catholic Charities of Southern Nevada for real property located at 531 North Mojave Road, APN 139-36-501-004 - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Catholic Charities currently leases 1.85 acres of land from the City. Catholic Charities funded and constructed all of the existing facilities on the property to provide food services to the citizens of the City. Catholic Charities approached the City with a request for the City to deed the City owned property to Catholic Charities in order to expand non-profit operations on the property. The City desires to deed the property to Catholic Charities with the provision that if Catholic Charities ceases to use the property for charitable purposes, the property reverts to the City.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
1. Real Property Transfer Agreement
2. Disclosure of Principals

REAL PROPERTY TRANSFER AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND CATHOLIC CHARITIES OF SOUTHERN NEVADA

THIS REAL PROPERTY TRANSFER AGREEMENT ("Agreement") is entered into as of the _____ day of _____, 2010, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (the "City") and Catholic Charities of Southern Nevada, a non-profit corporation under the laws of the State of Nevada ("Catholic Charities"). City and Catholic Charities are individually or collectively referred to herein as "Party" or "Parties."

RECITALS

WHEREAS, Catholic Charities is a Nevada non-profit corporation, and its purpose is to serve the residents of the City of Las Vegas, including providing food services to children, families and senior citizens; and

WHEREAS, Catholic Charities is currently providing food services to the children, families and senior citizens of the City from Catholic Charities facilities located at Assessor's Parcel Number 139-36-501-004, more commonly known as 531 N. Mojave Road, City of Las Vegas, County of Clark, Nevada 89101 (the "Property"), which is depicted in Exhibit A and legally described in Exhibit B, both of which are attached hereto and incorporated herein by this reference. The Property consists of approximately 1.85 acres of partially improved land. Catholic Charities funded and constructed all of the existing facilities on the Property. The Property is currently owned by the City and is leased for $1 per year to Catholic Charities under written agreement dated May 20,1981 for charitable operations for a fifty (50) year term ending May 20, 2031; and

WHEREAS, in a letter dated April 2, 2009, attached hereto as Exhibit C and incorporated herein by this reference, Catholic Charities approached the City with a request for the City to deed the City owned property at 531 N. Mojave Road (the "Property") to Catholic Charities in order to expand non-profit operations on the Property; and

WHEREAS, pursuant to NRS 268.055, the City Council may convey the Property of the City without consideration to Catholic Charities if the Property is not needed for the public purposes of the City and the Property is actually used for charitable purposes on such terms and conditions as seem proper to the City Council, with the provision that if Catholic Charities ceases to use the Property for charitable purposes, the Property reverts to the City as detailed in this Agreement; and

WHEREAS, the City desires to deed the Property to Catholic Charities for the common benefit and in accordance with Nevada law;

NOW, THEREFORE, in consideration of the mutual terms, conditions, and covenants hereinafter set forth, the Parties agree as follows:

I. CONVEYANCE OF TITLE AND DELIVERY OF POSSESSION

Provided that the Parties are not in default under this Agreement and all conditions precedent to such conveyance have occurred, and subject to any mutually agreed upon extensions of time, conveyance to Catholic Charities of title to the Property shall be completed as provided herein.

The Parties agree to perform all acts necessary to conveyance of title, to the extent required hereunder, in sufficient time for title to be conveyed in accordance with the provisions set forth herein.

A. Conveyance of Title. In accordance with, and subject to the terms, covenants and conditions of this Agreement, the City agrees to convey the Property and Catholic Charities agrees to accept the Property.

B. Form of Deed. The Property shall be conveyed by grant, bargain and sale deed, and shall include, among other language that is normal and customary, the reverter language described herein at Paragraph VII.

C. Escrow. The City agrees to open an escrow with an escrow company within ten (10) days of the approval of this Agreement by the City Council. The Agreement constitutes the joint escrow instructions of the Parties, and a copy of the Agreement executed by both Parties shall be delivered to the escrow agent upon the opening of escrow. The Parties shall provide additional escrow instructions as necessary and consistent with the terms of this Agreement.

The City shall prepare a grant, bargain and sale deed for approval by Catholic Charities consistent with the terms of this Agreement, and the Parties shall deposit such deed with the escrow agent.

D. Fees and Costs. Catholic Charities shall pay any and all fees or costs, recording or otherwise, associated with the escrow account.

E. The City shall convey to Catholic Charities fee simple title to the Property. The escrow agent shall, upon execution of this document by the Parties and delivery of this Agreement to the escrow agent, prepare and deliver a preliminary title report of all documents therein covering or relating to the Property to Catholic Charities. Catholic Charities shall then approve or disapprove of the exceptions listed by giving the escrow agent written notice thereof. Failure to give written notice of approval or disapproval of the exceptions by the date of closing shall be deemed an approval of all exceptions. If Catholic Charities disapproves any exceptions, the City shall have thirty (30) calendar days from the date of the written notice of disapproval to agree to remove the exception. If the City does not agree to remove the exception, or does not respond to the objection within 30 calendar days from the date of the written notice of disapproval, this Agreement may be terminated by Catholic Charities. Catholic Charities may waive the objection by notifying the escrow agent in writing of its waiver and close escrow.

F. Title Insurance. Catholic Charities shall pay for its title insurance policy.

G. Taxes and Assessments. All taxes, including Real Property Transfer Tax, and assessments accrued contemporaneously or subsequent to the closing shall be borne by Catholic Charities.

H. Closing. The escrow agent shall record the deed to the Property upon such time as the City and Catholic Charities have performed pursuant to the terms, covenants and conditions of this Agreement.

I. Condition of the Property

1. "AS IS" Condition. Catholic Charities acknowledges that it has had opportunity to investigate the Property including, but not limited to, the physical condition of the Property and that Catholic Charities is obtaining the Property "AS IS" and the City makes no warranty of any kind or nature, express, implied or otherwise, or any representations or covenants of any kind or nature in connection with the condition of the Property or any part thereof, and the City shall not be liable for any latent or patent defects therein or be obligated in any way whatsoever to correct or repair any such latent or patent defects. Catholic Charities acknowledges and agrees that neither the City nor any employees or representatives of City have made any representations or warranties concerning the Property including, without limitation, the land, improvements, conditions and restrictions, water, topography, utilities, soil, subsoil, drainage, environmental or building laws, rules or regulations or any other representations or warranties of any nature whatsoever.

2. Hazardous Materials. To the best of the City's knowledge, as of the effective date of this Agreement, there are no toxic or hazardous substances, material, or waste (including without limitation, asbestos, poly chlorinated biphenyls(PCBs), formaldehyde or other substances defined in 42 USC § 9601 et seq. and 42 USC § 6901 et seq.) existing on, about or at the Property, and that the Property is in full compliance with all federal, state and local laws, ordinances, regulations, rules and orders relating to health, safety, and environmental protection and storage, discharge or disposal of harmful, toxic or hazardous waste and water and air quality.

II. TERMS OF TRANSFER

A. Use of Property

1. Use of Property by Catholic Charities Restricted. Catholic Charities shall use the Property solely as a non-profit entity providing food services to the citizens of the City. Catholic Charities shall not construct or permit any permanent use of the Property for any commercial purpose(s), however, Catholic Charities may permit temporary and short-term special events provided that Catholic Charities obtains the necessary approval(s) and permit(s) from City.

2. Property shall be Continuously Utilized as a Non-Profit in Perpetuity. Catholic Charities shall never discontinue the charitable use of the Property as a non-profit providing food services to the citizens of the City. Catholic Charities shall comply with all governmental rules, regulations, ordinances, statutes and laws, and all covenants, conditions and restrictions pertaining to the Property.

3. Failure to comply with these provisions may result in the reversion of the Property to City pursuant to Paragraph VII, herein.

III. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

A. This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement comprises pages 1 through 10, inclusive, and Exhibits A, B and

C, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the Parties.

B. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations, representations or previous agreements between the Parties with respect to all or any part of the subject matter hereof.

C. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City and Catholic Charities, and all amendments hereto must be in writing and signed by the appropriate authorities of the City and Catholic Charities.

IV. PARTIES TO THIS AGREEMENT

A. The City

The City is a municipal corporation of the State of Nevada. The office of the City is located at 400 Stewart Avenue, Las Vegas, Nevada 89101. Copies of all notices sent to the City shall also be delivered to the following:

City Of Las Vegas
Real Estate and Utilities
400 Stewart Avenue, 4th Floor
Las Vegas, NV 89101

Las Vegas City Attorney
400 Stewart Avenue, 9th Floor
Las Vegas, NV 89101

B. Catholic Charities

Catholic Charities is a Non-Profit Corporation. The principal office of Catholic Charities is located at:

1501 Las Vegas Boulevard North
Las Vegas, Nevada 89101
Attention: Msgr. Patrick R. Leary

Wherever the term "Catholic Charities" is used herein, such term shall not include any permitted nominee, assignee or successor in interest of Catholic Charities. No transfer or assignment of either Party's interest in this Agreement or of the Property shall be made prior to the transfer of property as set forth herein without the written consent of the other Party, which may be withheld for any or no reason.

V. REPRESENTATIONS AND WARRANTIES

A. Representations and Warranties by City

The City represents and warrants to Catholic Charities that as of the date hereof and the date of property transfer:

1. The City is a municipal corporation of the State of Nevada.

2. The City has all requisite power and authority to enter into and perform its obligations under this Agreement.

3. By proper action of the City, the City's signatories have been duly authorized to execute and deliver this Agreement.

4. To the City's actual knowledge, no condemnation, eminent domain or similar proceedings have been instituted or threatened against the Property.

5. To the City's actual knowledge, there are no legal actions, suits or proceedings pending or threatened before any judicial body or any governmental or quasi-governmental authority against the Property or against the City which would inhibit the City's ability to perform its obligations under this Agreement.

6. To the City's actual knowledge, the execution, delivery and performance of this Agreement by the City will not (i) conflict with or be in contravention of any provision of law, order, rule or regulation applicable to the City or the Property, or (ii) result in any lien, charge or encumbrance of any nature on the Property other than as permitted by this Agreement.

7. The execution of this Agreement by the City does not violate any provision of any other agreement to which the City is a party.

8. Except as may be specifically set forth herein, no approvals or consents not heretofore obtained by the City are necessary in connection with the execution of this Agreement by the City or with the performance by the City of its obligations hereunder.

9. As used in this Agreement, the term "the City's actual knowledge" means the actual knowledge of the members of the City Council, the City Manager's Office, the City Attorney's Office, or of the Managers of any of the Departments within the City, without a duty to investigate City files.

B. Representations and Warranties of Catholic Charities

Catholic Charities represents and warrants to the City that as of the date hereof and the date of property transfer:

1. Catholic Charities is a non-profit corporation duly organized and existing under the laws of the State of Nevada.

2. Catholic Charities has all requisite power and authority to carry out its business as now and whenever conducted and to enter into and perform its obligations under this Agreement.

3. By proper action of Catholic Charities, Catholic Charities' signatories have been duly authorized to execute and deliver this Agreement.

4. The execution of this Agreement by Catholic Charities does not violate any provision of any other agreement or other document to which Catholic Charities is a party or otherwise.

5. Except as may be specifically set forth in this Agreement, no approvals or consents not heretofore obtained by Catholic Charities are necessary in connection with the execution of this Agreement by Catholic Charities or with the performance by Catholic Charities of its obligations hereunder.

6. Neither Catholic Charities nor any of its principals is currently a debtor in a case under the Bankruptcy Code (Title 11 U.S.C.), is the subject of an involuntary petition under the Bankruptcy Code, has made an assignment for the benefit of creditors or is insolvent and unable to pay its debts as they become due.

VI. GENERAL DEFAULT.

A. Notice; Opportunity to Cure. In the event of any noncompliance with any provision of this Agreement, the Party alleging noncompliance shall deliver to the other by certified mail a ten (10) calendar day notice of default and opportunity to cure. The time of notice shall be measured from the date of certified mailing. The notice of default shall specify the nature of the alleged default and the manner in which it may be satisfactorily corrected, during which ten (10) calendar day period the Party alleged to be in default shall not be considered in default for the purposes of the remedies for default as provided herein.

If the default cannot be reasonably cured within the ten (10) day cure period, the non-compliant Party may request a reasonable extension of time from the other Party to cure the default. Approval of such extension of time by the Party alleging the non-compliance shall not be unreasonably withheld. If the default is corrected, then no default shall exist and the Party alleging the non-compliance party shall take no further action.

B. General Default; Remedies. If an alleged default is not corrected within the relevant cure period, above, the non-compliant party is in default, the party alleging non-compliance may declare the breaching party in default and elect any one or both of the following non-exclusive remedies:

1. Termination of Agreement. The non-defaulting Party may terminate this Agreement upon written notice to the Party in default; or

2. Adjudication of Dispute. Upon a declaration of default, either Party may institute legal proceedings consistent in a court of competent jurisdiction consistent with the terms of this Agreement.

VII. SPECIFIC DEFAULT--CITY RE-ENTRY AND REPOSSESSION.

A. Generally. The conveyance of the Property to Catholic Charities is predicated upon the promise by Catholic Charities to continue to use the Property as follows:

1. For charitable purposes, which currently includes providing food services to the citizens of the City; and
2. Catholic Charities commitment to complete construction of expanded charitable facilities on the Property in order to expand existing food service operations to the citizens of the City within ten (10) years of the execution date of this Agreement.

If Catholic Charities fails to comply with the requirements VII.A.1., above, Catholic Charities shall be declared in non-compliance with the terms of this Agreement, and pursuant to NRS 268.055, the City shall terminate this Agreement and the City shall re-enter and repossess the Property conveyed, as provided below.

In the event the City elects to terminate this Agreement for non-compliance with the requirements of VII.A.2. above, the City may re-enter and reposes the Property conveyed, provided Catholic Charities shall be allowed to maintain possession of the Property as the tenant subject to all terms and conditions of the May 20, 1981 written lease agreement through its term that ends on May 20, 2031.

B. Notice, Opportunity to Cure. In the event that Catholic Charities fails to use the Property in accordance with VII.A.1. or VII.A.2., above, the City may allege noncompliance with the terms of this Agreement, and shall deliver to Catholic Charities by certified mail a ten (10) calendar day notice of default and opportunity to cure. The time of notice shall be measured from the date of certified mailing. The notice of default shall specify the nature of the alleged default and the manner in which it may be satisfactorily corrected, during which ten (10) calendar day period that Catholic Charities is alleged to be in default, Catholic Charities shall not be considered in default for the purposes of the remedies for default as provided herein.

If the default cannot be reasonably cured within the ten (10) day cure period, the Catholic Charities may request a reasonable extension of time from the City to cure the default. Approval of such extension of time by the City shall not be unreasonably withheld. If the default is corrected, then no default shall exist and the City shall take no further action.

C. Specific Default; Remedies.

1. If the alleged default is a result of non-compliance with VII.A.1., above, and is not corrected within the relevant cure period, above, Catholic Charities is in default, and the City shall declare Catholic Charities in default and elect any one or both of the following non-exclusive remedies:

a. Termination of Agreement. Pursuant to NRS 268.055, the City shall terminate this Agreement upon written notice to Catholic Charities.; and

b. Re-enter and Repossess the Property. In the event of an uncured specific

default pursuant to this paragraph "C" and termination of this Agreement, the City shall have the right to re-enter and repossess the Property transferred, and Catholic Charities acknowledges and agrees to return the Property heretofore conveyed to the City within ten (10) calendar days after the date of termination. If the City exercises its right to re-enter and repossess the Property and upon conveyance of the Property back to the City due to non-compliance with VII.A.1., above, the City shall have no obligation to lease the Property to Catholic Charities if Catholic Charities is no longer using the Property for charitable uses by providing food services to the citizens of the City.

Failure to return the Property to the City shall entitle the City to sue Catholic Charities for return of the Property. Such right to re-enter and repossess shall be superior to and prior in all respects to the lien of any deed of trust, mortgage, encumbrance or any other lien hereafter recorded against title to the property and any foreclosure of any such deed of trust, mortgage, encumbrance or lien shall not in any way affect the right to re-enter and repossess.

The grant, bargain and sale deed shall contain appropriate reference to give effect to the City's right, as set forth in this paragraph "C", to terminate and revest in the City the Property. The right of re-entry and repossession shall be set forth in the Grant, Bargain and Sale deed and shall run with the land.

2. If the alleged default is a result of non-compliance with VII.A.2., above, and is not corrected within the relevant cure period, above, Catholic Charities is in default, and the City may declare Catholic Charities in default and elect any one or both of the following non-exclusive remedies:

a. Termination of Agreement. The City may terminate this Agreement upon written notice to Catholic Charities; and

b. Re-enter and Repossess of the Property. In the event of an uncured specific default pursuant to this paragraph "C" and termination of this Agreement, the City shall have the right to re-enter and repossess the Property transferred, and Catholic Charities acknowledges and agrees to return the Property heretofore conveyed to the City within ten (10) calendar days after the date of termination. If the City exercises its right to re-enter and repossess the Property and upon conveyance of the Property back to the City, Catholic Charities shall be allowed to maintain possession of the Property as the tenant subject to all terms and conditions of the May 20, 1981 written lease agreement through its term that ends on May 20, 2031.

Failure to return the Property to the City shall entitle the City to sue Catholic Charities for return of the Property. Such right to re-enter and repossess shall be superior to and prior in all respects to the lien of any deed of trust, mortgage, encumbrance or any other lien hereafter recorded against title to the property and any foreclosure of any such deed of trust, mortgage, encumbrance or lien shall not in any way affect the right to re-enter and repossess.

The grant, bargain and sale deed shall contain appropriate reference to give effect to the City's right, as set forth in this paragraph "C", to terminate and revest in the City the Property, subject to the right of Catholic Charities leasehold rights pursuant to the May 20, 1981 lease. The right of re-entry and repossession shall be set forth in the Grant, Bargain and Sale deed and shall run with the land.

VIII. UNAVOIDABLE DELAY.

Neither Party hereunder shall be deemed to be in default, and performance shall be excused, where delays or defaults are caused by war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, or other acts of God.

IX. VENUE.

Jurisdiction for judicial review under this Agreement shall rest exclusively with the Eighth Judicial District Court, County of Clark, State of Nevada.

X. WAIVER.

Failure or delay in giving notice of default shall not constitute a waiver of any default. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies in respect of any default shall not operate as a waiver of any default or any such rights or remedies, or deprive such party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert, or enforce any of its rights or remedies.

XI. APPLICABLE LAWS; ATTORNEYS' FEES.

This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada. Each party shall bear its own attorneys' fees and court costs in connection with any legal proceeding hereunder.

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XII. APPROVAL OF AGREEMENT BY CITY.

This Agreement, when executed by Catholic Charities and delivered to the City, must be authorized, executed and delivered by the City to be effective. The effective date of this Agreement shall be the date when this Agreement has been signed by both 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, CMC, City Clerk Date

APPROVED AS TO FORM:

By: John S. Ridilla 4/26/10
Deputy City Attorney Date

CATHOLIC CHARITIES OF SOUTHERN NEVADA

By: _____

Name: Msgr. Patrick R. Leary

Title: Executive Director

EXHIBIT "A"



SITE MAP

APN 139-36-501-004
531 N. Mojave Road

N

Prepared by the City of Las Vegas
Real Estate & Utilities Section
4/27/10

EXHIBIT "B"

That portion of the Northeast Quarter (NE¼) of Section 36, Township 20 South, Range 61 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, described as follows:

COMMENCING at the Northwest corner of the Northeast Quarter (NE¼) of said Section 36; thence along the West line of said Northeast Quarter (NE¼) South 0°09'09" East 899.49 feet; thence South 89047'47" East 30.00 feet to the Northwest corner of that certain parcel of land described by Deed to the COUNTY OF CLARK, recorded August 22, 1975 as Inst. No. 505315 of Official Records of Clark County, Nevada, being the TRUE POINT OF BEGINNING: thence along the North line of said parcel of land South 89°47'47" East 391.62 feet to the Northeast corner of said parcel of land, said Northeast corner being a point in the West line of Mojave Road (125 feet wide) as Mojave Road is described in Parcel No. 2A of that certain Dedication recorded July 11, 1975 as Inst. No. 493076 of Official Records of Clark County, Nevada; thence along the West line of said Mojave Road North 3°08'47" West 226.26 feet, thence parallel with the North line of said parcel of land described by Inst. No. 505315 North 89°47'47" West 379.80 feet to the East line of the West 30.00 feet of the Northeast Quarter (NE¼) of said Section 36; thence along said East line South 0°09'09" East 225.87 feet to the TRUE POINT OF BEGINNING.

EXHIBIT "C"

Catholic Charities
OF SOUTHERN NEVADA
Msgr. Patrick R. Leary, Executive Director

APR - 6 2009

Executive Offices

April 2, 2009

Mayor Oscar B. Goodman
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Dear Mayor Goodman:

It was a pleasure to see you again on March 19, Mayor for Meals Day. Every year we look forward to our time with you and the opportunity to honor our senior Meals on Wheels clients. Thank you for your continued support and generosity toward our growing senior population in the Las Vegas valley.

Dawn Davis and I spoke to you briefly about the property at 531 N. 30th Street and the lease the City of Las Vegas has generously extended to Catholic Charities for $1.00 a year, since 1981. The purpose of this letter is to request the City of Las Vegas to grant deed of the property to Catholic Charities.

The demand for services necessitates an expansion of existing facilities. Our long-term goals are to increase food services for children, families and seniors. To secure funding for expansion, we need to have clear title to the land. We welcome the opportunity to give Las Vegas City officials a tour of our facilities and present the need for future expansion.

For the last 29 years, we have maintained and improved the property and surrounding area. In addition, we have been good neighbors to the seniors and families living nearby, who also benefit from our programs.

Please let us know how we can facilitate the deed of the land to Catholic Charities. Attached is a copy of the Legal Description of the property with the parcel number.

Again, thank you for your help in this matter, and I look forward to speaking with you soon.

Sincerely,

Msgr. Patrick R. Leary
Executive Director

PRL/pm

Enclosure

DISCLOSURE OF PRINCIPALS

The Board of Directors of the Catholic Charities of Southern Nevada and all persons and entities holding more than 1% interest in the Catholic Charities of Southern Nevada are the following:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. Bishop Joseph A. Pepe	P.O. Box 18316, Las Vegas, NV 89114	702-735-3500
2. Denise M. Mauler	Spiedini's Ristorante, 221 North Rampart Blvd. Las Vegas, NV 89144	702-360-2627
3. Lawrence L. Brown, III	Clark County, 500 S. Grand Central Pkwy, 6th Fl Las Vegas, NV 89155	702-455-4901
4. Tom McCormick	Astoria Corporation, 10655 Park Run, Suite 200 Las Vegas, NV 89144	702-853-6366
5. Jill Blanchette	R&R Partners, 900 South Pavilion Center Drive Las Vegas, NV 89144	702-318-4306
6. Teressa Conley	St. Rose Dominican Hospital, Siena Campus 3001 St. Rose Parkway, Henderson, NV 89052	702-616-5578
7. Frank Gargano	Realty Executives, 1903 S. Jones Blvd., Suite #100 Las Vegas, NV 89146	702-992-8090
8. Kevin J. Higgins	Voit Commercial Brokerage 10100 W. Charleston Blvd., Ste 200, Las Vegas, NV 89135	702-734-4525
9. Jeanne Kilduff	St. Elizabeth Ann Seton Parish, 1811 Pueblo Vista Drive Las Vegas, NV 89128	702-804-8311
10. Jennifer Logan	R&R Partners, 900 South Pavilion Center Drive Las Vegas, NV 89144	702-318-4310
11. T. J. Matthews	10309 Summit Canyon Drive, Las Vegas, NV 89144	702-243-5504
12. Msgr. Kevin McAuliffe	P.O. Box 18316, Las Vegas, NV 89114	702-697-3903
13. Patricia Morrissey	Trent, Tyrell & Phillips, 11920 S Highlands Pkwy, Ste 200 Las Vegas, NV 89141	702-382-2210
14. Shaundell Newsome	Newsome Marketing Enterprises 3925 N Martin Luther King Blvd #212, N Las Vegas, NV 89031	702-562-6397
15. Victoria Fouce Otter	32 Hawk Ridge Drive, Las Vegas, NV 89135	702-220-6097
16. John B. Page	PricewaterhouseCoopers LLP 3800 Howard Hughes Pkwy, Ste 650, Las Vegas, NV 89169	702-243-4095
17. John D. Seli	7167 Mirkwood, Las Vegas, NV 89178	702-429-2333

I hereby certify under penalty of perjury, that the foregoing list is full and complete.

Catholic Charities of Southern Nevada
a Non-Profit Corporation

By: _____
Its: Executive Director

Subscribed and sworn to before me this
3 day of May, 2010.

Peggy McKenzie
Notary Public

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
PEGGY MCKENZIE
Appt. No. 05-97477-1
My Appt. Expires June 13, 2013

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 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: $58,820,749.26
Funding Source: All Funds
Dept./Division: Finance and Business Services

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

RECOMMENDATION:
None

BACKUP DOCUMENTATION:
Summary of Cash Expenditures for the period 4/16-4/30/10

City of Las Vegas

Summary of Cash Expenditures

For period of 4/16-30/10

Total Services & Materials Checks :	**$17,010,244.25**
Total Services & Materials EFT Payments :	**$9,624,582.26**
Total Wire Transfers:	**$25,594,747.75**
Total Payroll Checks:	**$6,591,175.00**
Grand Total:	**$58,820,749.26**

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 May 19, 2010, the City Council approved the above cash expenditures.

Oscar B. Goodman
Mayor

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2010

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

SUBJECT:
Approval of a Special Event Alcoholic Beverage License for Boricua Association of Las Vegas, Location: Sammy Davis Jr. Plaza, 720 Twin Lakes Drive, Date: May 30, 2010, Type: Special Event General, Event: 12th Annual Memorial Day Festival, Responsible Person in Charge: Luis Torres-Sierra - Ward 5 (Barlow)

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 12:00 p.m. - 7:00 p.m. Estimated attendance is 1,000. Security provided by Veterans Security.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2010

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

SUBJECT:
Approval of a Special Event Alcoholic Beverage License for Lindo Michoacan/Mark Berry, Location: Centennial Gateway Shopping Center, 5765 Centennial Center Boulevard, Date: May 29, 2010, Type: Special Event General, Event: Taste of Centennial - Fundraiser for Rotary Club, Responsible Person in Charge: Mark Berry - Ward 6 (Ross)

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 11:00 a.m. - 9:00 p.m. Estimated attendance is 400. Security provided by Veterans Security.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2010

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

SUBJECT:
Approval of a Change of Business Name, Change of Location, and Change of Ownership for a Supper Club License, From: Samcon Inc, dba Tomfoolery Irish Pub and Eatery, 4300 Meadows Lane, Suite 243, To: Boca Fashion Village Pizzeria Inc., dba Grimaldi's Pizzeria Boca Park, 750 South Rampart Boulevard, Suite 7, Joseph Ciolli, Pres, Secy, Treas, Dir, 100% - Ward 2 (Wolfson)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Change of Business Name, Change of Location, and Change of Ownership for a Supper Club License.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2010

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

SUBJECT:

Approval of a Change of Business Name, Change of Location, and Change of Ownership for a Tavern License subject to Health Dept. regulations, From: Kostly the Dog, Inc., dba Pogos Tavern, 2103 North Decatur Boulevard, To: Gomil, Inc., dba Molly's Tavern, 1021 South Buffalo Drive, Randy C. Miller, Pres, Dir, 40%, Richard M. Gonzales, Treas, Secy, Dir, 40%, and Randy W. Miller, VP, Dir, 20% - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:

Approval of a Change of Business Name, Change of Location, and Change of Ownership for a Tavern License.

RECOMMENDATION:

Recommend approval subject to Health Dept. regulations.

BACKUP DOCUMENTATION:

None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2010

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

SUBJECT:
Approval of a new Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, Haecke, LLC, dba Mr. D's Sports Bar & Grill, 1810 South Rainbow Boulevard, Kelly J. Cotton, Managing Mmbr, 100% - Ward 1 (Tarkanian)

Fiscal Impact

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

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

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

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2010

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

SUBJECT:
Approval of a new Slot Route Operator for a Non-restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, RP Slots, LLC, dba RP Slots, LLC, 546 South Decatur Boulevard, Roger Szepelak, Mgr, 80% and Paul Halverson, Mmbr, 20% - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a new Slot Route Operator for a Non-restricted Gaming License.

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

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2010

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

SUBJECT:
Approval of an extension of a new Temporary Locksmith License, Ace's High Lock & Key, LLC, dba Ace's High Lock & Key, LLC, 1137 Horizon Range Avenue, Andrew M. Vallejos, Owner, 100% - Henderson

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of an extension of a new Temporary Locksmith 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 with the following conditions:

A. All vehicles will be clearly marked with business name.
B. All employees will wear identifiable uniforms with business name.
C. All employees will maintain valid work cards.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2010

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

SUBJECT:
Approval of a new Massage Establishment License subject to the provisions of the fire code, Aposseadesse III LLC, dba Massage Envy Spa, 5643 Centennial Center Boulevard, Suite 135, Franchesta Marbury-Hamonds, Managing Mmbr, 100% - Ward 6 (Ross)

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 provisions of the fire code and the following condition:

A. Hours of operation are limited to 8:00 a.m. to 10:00 p.m.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2010

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

SUBJECT:
Approval of a Change of Business Name for a Class II Secondhand Dealer License, a Pawn Broker License, and a Pistol Permit, BDL Investments, dba From: Metro Jewelry & Loan, To: Metro Pawn, 7960 West Sahara Avenue, Suite 120, CSN, Inc., Shareholder 90%, Mark D. Bell, Pres, and Millard N. Duxbury, VP and Guadalupe M. Limon, Managing Mmbr, 10% - Ward 2 (Wolfson)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Change of Business Name for a Class II Secondhand Dealer License, a Pawn Broker License, and a Pistol Permit.

RECOMMENDATION:
Recommend approval with the following condition:

A. No gun sales on-site.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2010

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

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

Fiscal Impact

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

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

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

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

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

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

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2010

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

SUBJECT:
Approval of award of Contract No. 100187-CW, Merchant Services (including indemnification provision) - Department of Finance and Business Services - Award recommended to: BANC OF AMERICA MERCHANT SERVICES, LLC ($600,000 - General Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $600,000
Funding Source: General Fund
Dept./Division: Finance and Business Services

PURPOSE/BACKGROUND:
This contract provides for the processing of credit card payments for the City. Banc of America was selected through a competitive Request for Proposals process. The contract includes mutual indemnification provisions in Exhibit B, "Merchant Services Master Agreement). Banc of America Merchant Services, LLC was selected through a competitive Request for Proposals process.

PCC: C. White
POC: Matthew D. Palenschat - (619) 515-5819

RECOMMENDATION:
That City Council approve award of Contract No. 100187-CW, Merchant Services, including limited mutual indemnification provisions, to Banc of America, N.A. in the estimated annual amount of $600,000 from date of award through June 30, 2013 with two three-year options for renewal. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Contract No. 100187-CW
2. Certificate - Disclosure of Ownership/Principals

CONTRACT FOR MERCHANT SERVICES

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 BANC OF AMERICA, MERCHANT SERVICES, LLC. (Hereinafter the "Company") having its principal office located at 1307 Walt Whitman Road, Melville, New York 11747.

SECTION A – Contract Form

The subject matter of this Contract is Merchant Services.

SECTION B – Basic Terms

B-1 Definitions

The following definitions apply to this Contract:

(a) *"Effective Date"* means the date that a Contract becomes effective. It is the date that is entered into the first paragraph of a Contract upon full execution by the parties.

(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) *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 fixed-fee per transaction. The City understands that only Company's fees will be fixed for the term of the Contract. All Card Organization and third party fees are billed to the City on a pass through basis and such fees are subject to increase or decrease.

B-3 Prices/Costs

(a) Merchant Service Fees will be charged in accordance with Master Services Agreement, Schedule A to Merchant Services Bankcard Addendum "Fee Schedule".

(b) Monthly Fees will be separate debit that is automatically debited from the City's Main Concentration Account with Bank of America, N.A.

(c) Merchant Service fees for any optional renewal period(s) will be negotiated and substantiated using a recognized economic indicator or as indicated by change(s) to interchange fees assessed by the credit card companies.

B-4 Performance Period

The performance period commences from Award Date and continues for three (3) years, with two (2) three-year renewal options available at the City's sole option. The City will give the Company one hundred twenty (120) days written notice of intent to renew the Contract.

SECTION C – Statement of Work

C-1 Scope of Services

1. Scope of Merchant Services

The Merchant Services detailed in this section will be performed for the City, through the City's Financial Services Division. During the term of this Contract, the Company shall provide services in accordance with the terms and procedures documented in the Company's Proposal "Attachment 1 Work Plan: Response to Statement of Work".

2. Credit Card Processing Services

The Company agrees to provide credit card processing services as defined in the Master Services Agreement.

3. Other Merchant Services and Conditions

The City shall pay for all services specified within the Contract and included in Schedule A to the Bankcard Addendum.

4. Additional Merchant Services

Additional Merchant Services may be added during the term of this Contract if the City determines a need for such additional services. These services will be provided at a negotiated price as determined by both parties to this Contract. Any such services shall be added to the Contract by written amendment and signed by both parties to be effective on such date as these additional services are implemented.

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 transmitted by facsimile with confirmation of transmission,

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:
Banc America, Merchant Services LLC
Attn: Executive Vice President
1307 Walt Whitman Road
Melville, New York 11747
Fax: (631) 683-7516

With a copy to:

Attn: General Counsel's Office
5565 Glenridge Connector, NE
Atlanta, GA 30342

(b) The parties shall provide written notification of any change in the information stated above.

(c) An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

(d) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.

(e) Routine correspondence should be directed to the Project Manager or the Company Representative, as appropriate.

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

(a) The City designates Cory DeMille, Financial Analyst II, as the Project Manager for this Contract. The City will provide written notice to the Company, should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the City's goals and policies. The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.

(b) The Company designates Matthew Palenschat, VP Strategic Account Executive, 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 Intellectual Property Rights [CAO-7/24/08]

Except for Company's proprietary manuals, user guides, software and intellectual property rights, 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-4 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-5 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 Exhibit B shall prevail.

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 parties may elect to resolve the claim or dispute through arbitration or litigation, as decided by the party against which such claim or dispute is asserted. 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 American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.

(c) The laws of the State of Nevada shall govern this Contract and the venue for purposes of such litigation or arbitration shall be in the City.

E-2 Notice of Delay [CAO-7/24/08]

(a) Should the timely performance of this Contract be jeopardized by the non-availability of City provided personnel, data, or equipment, the Company immediately shall notify the City in writing of the facts and circumstances that are contributing to such delay. Upon receipt of this notification, the City will advise the Company in writing of the action which will be taken to remedy the situation.

(b) The Company shall advise the City in writing of an impending failure to meet established milestones or delivery dates based on the Company's failure to perform. Notice shall be provided as soon as the Company is aware of the situation; however, such notice shall not relieve the Company from any existing obligations regarding performance or delivery.

E-3 Insurance [CAO-1/12/09]

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

(i) Industrial/Workers' Compensation Insurance protecting the Company and the City from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance to the City on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive.

(ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate, for bodily injury (including death), personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form.

(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.

(v) Director's and Officers' Insurance of limits to less than $1,000,000, combined single limited 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.

(vi) Banker's blanket bond for officers, managers and employees in the amount of $5,000,000.

(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 endeavor to 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".

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

(c) The City, its officers and employees shall be named as additional insureds on the General Liability and Auto Liability Insurance and as loss payees on the Professional Liability and Fidelity Bond, 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. 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) 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.

(e) 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.

(f) The Company is encouraged to purchase any additional insurance as it deems necessary.

(g) 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.

E-4 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-5 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.

(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-6 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 seven (7) years after the date of a transaction giving rise to the services hereunder. 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. The City may 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.

E-7 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-8 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-9 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-10 Modification/Amendment [CAO-7/24/08]

Except for modifications or amendments required by applicable law, rule and/or regulation, 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-11 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-12 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, to the best of such parties knowledge, 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-13 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.

The City advises that, as a general matter, requests under the Nevada Public Records Law may seek cardholder information such as the cardholder's name and/or card number. The City further advises that if a requestor specifically seeks a cardholder's name and/or card number, the City shall dispute such request, including through litigation if necessary, and advise the Company of any such dispute or litigation. For avoidance of doubt, the City shall be liable for any claim (e.g., identity theft, fraudulent use of a card, violation of privacy rights) of any cardholder, and any fines, fees, and penalties assessed against the City by the Card Organizations, for which the City is responsible pursuant to Section 14.2 of the Bankcard Addendum to the MSA.

E-14 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-15 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-16. Signing Authority.

The City's Chief Financial Officer ("City CFO")shall have authority on behalf of the City to execute any and all subsequent agreements, addenda, supplements, schedules or related documents which are required to be executed as a part of this Contract, including, but not limited to, the documents which are attached to this Contract. Any agreements, addenda, supplements, schedules or related documents which have been executed by the City CFO prior to the approval of this Contract by the Las Vegas City Council are hereby approved and ratified.

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SECTION F – List of Attachments/Exhibits/Schedules

The following attachments are hereby incorporated into this contract:

Identifier	Title/Text Reference	Date	Pages
Attachment A	Certificate – Disclosure of Ownership/Principals	April 4, 2010	3
Exhibit A	Company's Proposal, excerpted	Sept.. 23, 2009	9
Exhibit B	Merchant Master Services Agreement	May 19, 2010	4
Exhibit C	Merchant Services Bankcard Addendum to Master Services Agreement Including: Annex 1 Equipment Purchase and Rental Supplement to Merchant Services Bankcard Addendum Schedule A to Merchant Services Bankcard Addendum Fee Schedule Attachment I to Schedule A to Merchant Services Bankcard Addendum Other Card Services Supplement to Merchant Services Bankcard Addendum and Attachment II to Schedule A Debit Transactions Supplement to Merchant Services Bankcard Addendum and Attachment III to Schedule A	May 19, 2010	29

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

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

J. Corbicello 5/10/10
Deputy City Attorney Date

BANC OF AMERICA, MERCHANT SERVICES, LLC

By:_____
Name:_____
Title:_____
Date:_____

"Company"

ATTACHMENT A
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.

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.

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 1	Contracting Entity
Banc of America Merchant Services, LLC 5565 Glenridge Connector N.E. Atlanta, GA 30342 800-430-7161 EIN 90-0496995	

Block 2	Description
Subject Matter of Contract/Agreement	Banking Services
RFP #	RFP# 090056-CW

Block 3 **Type of Business**

☐ Individual ☐ Partnership ☒ Limited Liability Company ☐ Corporation

Block 4 **Disclosure of Ownership and Principals**

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	BAMS Solutions, Inc.	100 N Tryon St, 57th Floor Charlotte, NC 28255	F 704-386-9990
2.	FDS Holdings, Inc.	6200 Quebec St, Suite 320-B Greenwood Village, CO 80111	F 303-967-6615
3.	Rockmount Investments, LLC	5565 Glenridge Connector N.E., Ste 18 Atlanta, GA 30342	F 404-890-2060
4.			
5.			
6.			
7.			
8.			
9.			

[June 2000]

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.

PAULA DUNCAN
NOTARY PUBLIC
STATE OF COLORADO
MY COMMISSION EXPIRES 11-24-2013

Subscribed and sworn to before me this 7th day of April, 2010.

Paula Duncan
Notary Public

D K

Name

4/7/2010

Date

D K

David Kring
Senior Vice President,
Commercial & Business Banking
Bank of America Merchant Services

Exhibit A
Company's Proposal, Excerpted

1. BOA Proposal Attachment 1. "Work Plan – Response to Statement of Work"

2. BOA Proposal Attachment 2. "Additional Information"

3. Spreadsheet

Dual control, which consists of two bank employees, is just one of the methods used within the cash vaults to minimize losses. Dual control is used when opening and closing the cash vault, when shipping and receiving bags, and when distributing cash to tellers. In addition, the cash vault is equipped with surveillance cameras in key functional areas.
Charges for coin sorting will be reported as a separate line item in the City's cost analysis.

13. Statement and Advice Frequency
Monthly bank statements are available via CashPro Online the next calendar day after the generated cut-off date. By receiving electronic statements, the City will not have to wait for the printed statements to arrive in the mail. Statements can be viewed, printed or exported into PDF or text formats.
Account Analysis statements are available via CashPro Online the sixth business day of the billing month. Once historical information is available, the City can access six cycles for bank and account analysis statements. The City can elect to store six or 24 statement cycles for account reconciliation.

14. Credit Card Processing Services
In our proposal, we are presenting information to assist the City of Las Vegas in selecting a partner that can provide a suite of payment processing options now and well into the future. At Bank of America, our mission is to be the premier provider of bankcard products and services with emphasis on building customer relationships. Merchant Services is committed to providing the highest quality of service. Our goal is to meet or exceed the service expectations of every customer with accuracy, speed and responsiveness to requests and inquiries.

Major benefits of processing with Bank of America include:
- Bank of America Merchant Services is an experienced and respected bankcard transaction processor, accumulating over 30 years as a founding member of MasterCard and Visa.
- A dedicated Implementation Consultant will be assigned to assist during the conversion process: from the initial application through the first merchant settlement.
- Bank of America is one of the largest credit card issuers and bankcard merchant processors in the US.

Implementation

Bank of America Merchant Services uses a Project Management Methodology (PMM) to manage the implementation of your credit card acceptance program. Bank of America will take a phased approach to the implementation process in order to review each agencies individual needs. Depending on the needs of each agency, the implementation process can vary. An Implementation Consultant will be assigned as the primary point of contact throughout the conversion to Bank of America Merchant Services.

Merchant Services Customer Service and Support
The primary Bank of America Merchant support centers are located in Spokane, WA, Louisville, KY and El Paso, Texas. In total, there are more than 600 dedicated associates to provide merchant bankcard services and support. Some of the specialized bankcard center departments include Customer Service, Training and Activation, Chargebacks, Research, Technical Support and Product Consultants. The Merchant Services team excels at providing technical support, monitoring vendor service levels, supporting Help Desk services, research of Chargeback activity, executing the deployment of terminals and supplies, transaction/statement reconciliation services and providing direction for the deployment of new products and services. Outstanding customer service is the foundation of Bank of America. We strive for a one-call resolution for all merchant services needs.
Our Customer Service support is available Monday through Saturday, from 5am to 6pm (Pacific), and the Terminal Technical Support area is available 24x7, 365 days per year. The Merchant Services call center can be reached toll free at (800)228-5882. A special customer service team is available to merchants with Public Sector and Commercial banking relationships as a point of contact for day-to-day activities.

Senior Account Manager
A Senior Account Manager will also be assigned as a single point of contact for the City of Las Vegas. Your Account Manager will be engaged during the implementation phase and continue their role once testing and implementation is complete. The Account Manager will support your high level, strategic planning and relationship management needs as well as have ownership of the overall Merchant Services Relationship. They are responsible for the overall success of the relationship and will be the escalation point for any merchant services issues. Additional responsibilities include working with the City in a proactive manner anticipating needs and offering value added solutions along with collaborating with other Bank of America business partners. Your Account Manager will also identify gaps, potential issues or opportunities, and determine appropriate solutions

while working to establish her role as trusted advisor, soliciting expectations for service in order to exceed your expectations.

Merchant Services Reporting
Bank of America offers merchants our interactive, web-based reporting (BAMSAccess.net). Authorized users can review, print, email reports and obtain merchant statements. Transaction reports are available the following business day and statements are available by the fourth business day of the following month. Statements and transaction history are retained and available for 13 months. There are comprehensive reports for researching deposit and exception transactions, creating an audit trail and reconciling accounts. These reports are available "on-demand" or on a preformatted and scheduled basis. Reports can be automatically emailed in text format, or exported into several standard formats (pdf, xls, csv, txt or BAI). Merchants can select from over 100 preformatted report details.

Please feel free to visit the Access.net Demo using the link below to review and evaluate this product.
https://www.bamsaccess.net/jsp%5Ccommon%5Cindex.jsp
USER ID: regmdemo
PASSWORD: regmdemo

Funding Credit: Timing and Method
For electronic bankcard processing directed to a Bank of America checking account, Bank of America provides "next business day" funding for the net amount (total sales minus total sales credits/returns) transmitted. While "next business day" funding is still made available for non-Bank of America checking accounts, the availability of funds cannot be guaranteed on the same schedule. Business days are Monday through Friday, excluding Federal holidays. The deadline for electronic transmission varies depending on the application. The primary cut off time to receive next day funding for MasterCard and Visa transactions is 10:00 PM PST. The deposits into a Bank of America checking account memo post in the morning and final posting in the evening. Bank of America has the ability to deposit into one checking account and take fees from another as well as deposit by a unique location number. Merchant fees are deducted the first business day of the following month from the designated checking account. Bank of America can process American Express and Discover transactions through the same equipment, software, or web gateway however these companies directly deposit via ACH into the merchant's checking account at different time frames. Each company has their own related merchant discount pricing and deposit schedules.

Retrievals and Chargebacks
Our award winning Chargeback area uses an advanced system which enables us to resolve more than 35% of all chargebacks automatically without any intervention from Bank of America Merchant Services or the County. We use the most advanced technology for handling retrieval and chargeback processing. This technology has automated and expedited the exception handling process, minimizing chargeback losses and operational costs for our merchants. Because of this, multiple industry awards have been presented to Bank of America Merchant Services for our outstanding chargeback processing.
Bank of America will fax all preliminary retrieval requests. A second notice is faxed as a reminder of an outstanding request. Chargeback documentation is sent via US Mail. Bank of America handles all Chargebacks and retrieval requests in compliance with Visa and MasterCard regulations. Exception transactions (chargeback and retrievals) are also reported through our online reporting tool, BAMSAccess.net.

Security and Compliance
Internet Security
Bank of America Merchant Services and TSYS Acquiring Solutions have both passed the rigorous security requirements set forth by Visa and MasterCard. Security requirements start with detail at the level of the sturdiness of the doors and the door hinges behind which data files/transmissions/hardware are housed, and progress to computer and file requirements that include 100 percent security backup of transactions.

Bank of America uses a continually evolving Best-Practices protocol to maintain security and prevent unauthorized access to systems and data. Full cardholder numbers are truncated in keeping with card association and state laws to further protect cardholder identity. Firewalls are in place to meet the Federal Governments standards. Access is allowed on a need-to-know basis and passwords are established by users, changed frequently, and require best practices for acceptance.

PCI Data Security Standard Obligations

Per the processing agreement included in the RFP response, each merchant that engages in card acceptance must ensure its own compliance with all Card Organization rules and regulations regarding the security of cardholder data and must have proper security measures in place for the protection of cardholder data. This includes compliance with the Payment Card Industry ("PCI") Data Security Standard, which may be reflected in the Visa Cardholder Information Security Program ("CISP") and the MasterCard Site Data Protection Program ("SDP"), as well as all other Cardholder Data security rules and regulations set forth by any other Card Organizations now or in the future. Cooperation with Bank of America Merchant Services and the Card Organizations relating to any potential or suspected loss or theft of transaction information is crucial to minimize the losses in a timely manner. PCI compliance not only ensures that the information related to each customer utilizing a credit or debit card as a form of payment will be secure, but this level of security may also be viewed as a competitive advantage by each merchant. If a merchant is truly compliant with the PCI Data Security Standard at the time of any loss or theft of transaction data, the merchant would enjoy a "safe harbor" from any fines that may be imposed by the Card Organizations.

Your dedicated Account Manager will work with you to ensure the City is assessing, retaining and documenting PCI compliance.

Bank of America Compliance
Bank of America takes PCI Compliance seriously. Bank of America Merchant Services, in cooperation with CyberTrust, a third party assessor, renewed Payment Card Industry Data Security Standard (PCI DSS) compliance with the Card Organizations' effective March 18, 2009. A comprehensive Report on Compliance (ROC) was completed to satisfy these requirements. This annual validation, mandated by the Card Organizations' is valid through March 31, 2010. Bank of America Merchant Services is fully supportive of the Card Organizations' requirements for acquiring organizations to achieve complete PCI DSS compliance. To verify Bank of America Merchant Services PCI DSS compliance status you may visit www.visa.com/cisp and refer to the list of compliant service providers.

Contingency and Back Up Capabilities
Bank of America Merchant Services has participated in ongoing contingency planning for many years. Each unit is required to establish, maintain and test an alternative geographically separate site to provide full backup in the event of an emergency. Additionally, each unit has a management plan in place to provide for redundancy in all key functions. Bank of America Merchant Services devotes substantial focus to maintaining an active contingency plan. Bank of America and Bank of America Merchant Services have formal disaster planning programs. All Bank units update their disaster review planning every six months, and perform disaster recovery testing annually.

Bank of America Merchant Services utilizes TSYS Acquiring Solutions (formerly known as Vital Processing) for its primary authorization services for both dial and frame relay processing due to its fully redundant network processing platform and facilities. TSYS's network facilities have been engineered using multiple telecommunications carriers to provide merchants with full service in the event that any single system component should fail. The Vital system has only experienced 98 minutes of outage time over the last 12 years.

Production servers reside in two separate data centers, San Mateo, California and McLean, Virginia. All batch and authorization information is replicated real time between the two data centers. In the event of a loss of one of the data centers, all incoming traffic would automatically be rerouted to the available center. Once the center comes back online, the captured data is synchronized and normal production operations resume.

The TSYS facility in Tempe, Arizona, incorporates a business prudent disaster recovery environment for all information services-based activities. Copies of all data are stored off-site at a secured and environmentally controlled location. In addition to the Phoenix based off-site data storage capability, Vital regularly makes "across the network" copies of selective critical data to the VisaNet facility in the San Francisco area. The Tempe facility also includes the use of a state-of-the-art emergency power system, including a battery based Uninterrupted Power Supply (UPS) system for critical building facilities, network components, and staff areas. Switching of all authorization traffic is provided from multiple, redundant processing centers around the world, which are all cross connected via a high speed, redundant, multiple carrier network..

In the event of a major disaster, TSYS' data center recovery team would move immediately to their standby hot site and begin restoring systems for accounting and merchant files. Visa and MasterCard would stand in for

VITAL for authorizations. Incoming and outgoing clearing and settlement would be exchanged with Visa, MasterCard, and Diners Club daily with the use of magnetic tapes.

Bank of America Merchant Services maintains two Merchant Support Center sites to balance any activity in case of a disaster or emergency. The primary site located in Spokane, WA and the second site in Louisville, KY.

15. Other Banking Services and Conditions
(a) The bank affirms the requirement for items returned unpaid for insufficient funds upon first presentment, to automatically reclear a second time. The City will have a line item charge on their account analysis statement for "Returned Item Reclear," which represents the number of items that have been recleared by the bank. If the same item is returned unpaid a second time, the item will be charged back to the City's designated account. The account analysis statement will show a line item charge for "Returned Items," which represents the number of items that have been charged back by the bank.
(b) The bank affirms this requirement.
(c) The bank affirms the City's requirement to use compensating balances to pay for banking fees. The bank will provide the City with a preferred Earnings Credit Rate (ECR) that will generate the earnings credit to offset fees.
(d) The bank affirms this requirement. Adjustments are reported online within one to two days of the adjustments being made. To make it easier for the City to reconcile deposit activity, the bank posts a separate debit or credit to the account for an adjustment amount. The City can view deposit adjustments via CashPro Online, or view the adjustments on the bank statement. Bank of America will provide the dollar amount of the adjustment, the deposit bag number, the account the deposit was made to, and the location number. Deposit adjustments are reported at the account level.
(e) The bank affirms this requirement.
(f) The bank affirms this requirement.
(g) The bank affirms the requirement to provide and implement Positive Pay service uniformly across all of the City's accounts.
(h) Bank of America handles all card fraud and disputes including chargeback and retrievals requests in compliance with the MasterCard and Visa Association rules and regulations. Many chargebacks can be resolved within our system without merchant intervention. Our chargeback associates have a high level of expertise and have won many awards from MasterCard and Visa for their outstanding level of performance in this area.
Credit card disputes are handled in-house by our dedicated BA Merchant Service's Chargeback and Retrieval teams. BA Merchant Services provides the most comprehensive customer support in the industry and has been recognized 9 times over the past several years as "Best in Class" for Exceptions Processing. BA Merchant Services handles all Chargebacks and Retrieval requests in compliance with Visa and MasterCard regulations. In addition to the high level of expertise in our Chargeback and Retrieval teams, our Customer Service representatives are trained to assist merchants with Chargeback or Retrieval inquiries with access to online information. The Senior Account Manager is also available as an escalation point or to discuss non-routine Chargeback inquiries.
BA Merchant Service's Chargeback Image System incorporates the Retrieval and all aspects of the Chargeback dispute process. It marries image and data utilizing technology in concert with artificial intelligence software in order to achieve maximum Chargeback protection. Clear copies of Retrieval responses and Chargeback rebuttals/documentation may be faxed directly to the Image System. They are indexed into the system. Sales drafts responding to retrieval requests would be routed to Visa/MasterCard image workstations. Chargeback rebuttals would systemically reopen the corresponding Chargeback file folder for action by investigative staff. This method reduces merchant Retrieval requests and allows us to respond more rapidly to the Chargeback thus improving recovery potential. In addition to the efficient handling of Chargebacks and Retrievals, tracking and reporting are key attributes of our Image System.
BA Merchant Services does not arbitrarily debit merchants for chargebacks. Our exception processing resolution system scrutinizes each chargeback ensuring the issuing bank follows proper protocol when initiating a chargeback for any given reason code. Each disputed transaction is then reviewed by our specialized chargeback investigation team to verify the validity of supporting documentation and required data elements. Not until every possible avenue of returning the chargeback to the issuing bank is explored will BA Merchant Services debit the City for any chargeback and ask for documentation to refute the disputed transaction. As chargebacks are loaded to our CADRE system daily, notification files can be generated to alert the City of the chargeback received. This process allows our customers to be more proactive in their approach to responding to each exception item during such time as BA Merchant Services investigators review cases. A chargeback advice letter is generated to advise of the debit and provided integral information needed to respond appropriately.
Chargeback advices can be provided in a variety of manners including mail or fax. Each advice will contain a clearly defined date by which the City will need to respond to give BA Merchant Services the opportunity to

represent the transaction on the merchant's behalf. This respond by date will calculated to reflect 38 calendar days from the received date of the chargeback.
For electronic bankcard processing directed to a Bank of America checking account, Bank of America provides "next business day" credit via ACH for the total settled sales minus any credits/returns issued by the City. Business days are Monday through Friday, excluding federal holidays. The deadline for electronic transmission varies depending on the vendor or solution. The primary cut off time to guarantee receiving next day funding for MasterCard and Visa transactions using terminals is 10:00 PM PT. Batches settled after this time may also meet the timeframe to deposit the following day. Some software applications or internet gateway solutions may have their own internal settlement schedules with a different settlement time frame that is controlled by the software or gateway vendor and not by the merchant or Bank America Merchant Services. Joint discussion with these vendors may assist us in identifying ways to improve their funding time frames.
Our standard procedures for funding/settlement/fees:

- ☐ Monthly merchant fees are deducted once a month on the first business day of the following month from the designated checking account.
- ☐ Bank of America can make deposits into the checking account using a unique 1-6 digit identifying number assigned by the City instead of using our assigned merchant number.
- ☐ Bank of America can separate entries for deposits, adjustments, and chargebacks.
- ☐ Deposit can be made into one checking account and fees can be deducted from another checking account.
- ☐ Deposits by merchant number can be by each individual settled batch or total batches for the day.
- ☐ Deposits to another Bank's checking account take one extra day for depositing and once received the other Bank determines the posting time frame.

(i) The bank affirms this requirement.
(j) The bank affirms this requirement.
(k) The bank affirms this requirement.

Form E – Pricing for Merchant Services

Please see the following pages for our Form E – Pricing for Merchant Services.

FORM E – PRICING FOR CREDIT CARD SERVICES

BANK: Bank of America, N.A.

Credit Card Services:

The City currently accepts Master Card, Visa, Discover, and American Express card types.

The City is currently leasing the terminal equipment at 2 locations. Various other locations have equipment built into the point-of-sale register equipment.

The City requests a maximum dollar fee per transaction. During fiscal year 2009, the City processed approximately $30,000,000 in credit card sales.

At a minimum include:

i. Fee schedules and equipment charges for purchasing and leasing.

The Bank of America discount rate is presented in an "unbundled" format to allow the City to take advantage of Visa and MasterCard preferred Interchange rate programs. We will directly pass through the Visa/MasterCard Interchange rates/fees and Association dues based qualifications. Our discount rate is in addition to these pass through fees, however the Bank of America rate will be consistent and unchanged regardless of your interchange qualifications. Please see attached Fee Schedule for a detailed outline of rates.Equipment Options include phone training, support, and supplies

Hypercom T7+	
Terminal Rental Hypercom T7+	$17.25 + tax/month, per unit, minimum 6 month rental
Terminal Purchase Hypercom T7+	$282.00 + tax, per unit
Verifone Vx570(Dial up & IP)	
Terminal Rental Verifone Vx570	33.00 + tax/month, per unit, minimum 6 month rental
Terminal Purchase Verifone Vx570	$458.75 + tax, per unit

ii. Provide a funds availability schedule by card type.

For electronic bankcard processing directed to a Bank of America checking account, we provide "next business day" credit via ACH for the total settled sales minus any credits/returns issued by the City. The primary cut off time to guarantee receiving next day funding for transactions using terminals is 10 p.m.

Bank of America can process American Express and Discover transactions through the same terminal, software or web gateway however these companies directly deposit via ACH into the merchant's checking account at different time frames. Each company has their own related merchant discount pricing. Bank of America can internally set up Discover processing and pricing however would refer the City to American Express for the opportunity to better negotiate their rates and deposit time frames.

Bank of America

MERCHANT AGREEMENT
Fee Schedule

City of Las Vegas
Legal business name (as it appears on the Application)

September 15, 2009
Effective Date

Bank of America Merchant Services Processing Fees for:

Interchange category	See Attached
Discount rate for Visa® Transactions	0.00%
Discount rate for MasterCard® Transactions	0.00%
Discount rate for Discover® Network Transactions	0.00%
Bank processing fee	
Per Item Authorization Fee[1] for Visa/Mastercard/Discover Network	$0.11

Visa Association Fees	0.0925%	
MasterCard Association Fees	0.095%	
Discover Association Fees	0.0925%	
Voice Auth Address Verification Service	$0.50	per call
PIN Debit Card Fees		per transaction plus
		of monthly sales
Electronic Benefits Transfer		per transaction fee
☐ Food Stamps ☐ Cash Benefits ☐ Both		
FNS#		
Return Fee	$0.00	per item

YES Discover Network
If service is already established, current Discover Account #
6011

American Express Card	$0.11	per authorization Fee[1]
JCB Card	3.00%	Discount rate
	$0.11	per authorization Fee[1]

* Visa/MasterCard/Discover Network interchange is charged on monthly gross sales. Visa/MasterCard/Discover Network association fees and Bank of America, N.A. processing fees are charged on monthly gross sales.

* JCB Card discount rate is charged on monthly gross sales.

Visa/MasterCard/Discover Network discount rates:

~These fees are in addition to any charges, assessments and other fees from Visa, MasterCard and Discover Network. Possible Visa/MasterCard/Discover fee adjustments are explained in the Merchant Agreement.

~Also apply to Visa Check card, MasterMoney, Electron Card, and Diners Club/Carte Blanche.

~Are subject to periodic increases of fees by Bank of America Merchant Services / Bank.

* American Express Card authorization fee is not charged on authorizations processed through split dial.

* Rates quoted in this Fee Schedule are subject to change if a merchant relationship is not established within 60 days from the effective date stated above.

[1] The per item authorization fee applies to attempted and approved authorizations, for all card types.

MasterCard allows issuers to collect a handling fee for specific authorization chargebacks: 07-Warning Bulletin File, 08-Requested/Required Authorization not Obtained or Declined and 47-Fraudulent transaction/Exceeds Floor Limit/Not Authorized. This fee is in addition to any other fees assessed by BA Merchant Services or the Associations and will be processed separately from the applicable chargeback. Issuers may collect this fee on each submission of the chargeback for certain merchant industry types excluded from the handling fees which must be processed with the appropriate codes to avoid assessment of the handling fees.

Service Fees

Early Termination Fee	$300.00	per location Initial Term	3 years		
Set-Up Fee (non-refundable)	$0.00	per new account/location			
Monthly minimum discount	$25.00				
Chargeback Fee	$15.00	per item			
Support Package	$0.00	per month per location (Paper Statement)			
Additional Card Types		per installation after additional set-up			
Rush Order		per location			
BAMS Access Fee	$ WAIVED	monthly per UserID	1	Quantity	Merchant Access
Wireless Activation Fee		per device			
Other					
Other					
Other					

Fee Schedule Bank of America Merchant Services
Chart numbers 2221-3221-VSIP and 2221-3221-MCIP, 4221-DSIP

Merchant's Initials_____
Account Boarding use only: A (M)

Bank of America

Other Card Service Provider Fees

YES American Express Card: Non-ESA**

Discount rate EDC _____

or

Monthly $5.95 flat fee with estimated annual charge volume of up to $4,999.00. Mandatory regardless of charge volume for Internet merchants with physical delivery, Mail Order/Telephone Order, and Home-based businesses. This monthly flat fee will be increasing

American Express Franchise Cap# _____

Monthly Gross Pay (+.03% if above $100K) Does not apply to monthly flat fee

Monthly Net Pay (sales minus credits, less discount and fees)

3 Day Pay Frequency

If service is already established, current American Express Account Number _____

**American Express discount rates and fees including a 0.30% downgrade for Retail transactions whenever a CNP or Card Not Present Charge occurs are established and billed separately by the issuer, who is responsible for settlement, chargebacks, and customer service.

Product Fees

	Model	Quantity	Purchase (Excluding Tax)	
Terminal				per device
Printer				per device
PIN Pad				per device
Check Reader/Imager				per device
Imprinter				per imprinter
Software				per software
Other				
Other				

Specialty Supported Activation Fee***	_____	per terminal
Wireless Fee	_____	monthly per device
PIN Pad Encryption Fee	_____	per PIN Pad
Other		
Other		
Other		

All data communications and telecommunications costs will be passed through to merchant.

***This Fee is assessed monthly for certain terminal applications which require specialized support and licensing. Please contact Bank of America Merchant Services Acct. Rep for additional details.

Rental and/or Leased Fees are subject to separate agreements.

Select products, services and solutions listed above may be discontinued in the future. If you are using such a product, service or solution, you will be given advance notice of such a change as provided in the amendment section of the Merchant Agreement.

Fee Acknowledgement

I have reviewed the above fee structure of my Bank Merchant Account. I understand that the above stated fees for Visa/MasterCard/Discover Network is based on a minimum threshold of an average transaction size of $150 and an annualized Visa/MasterCard/Discover Network sales volume of $30,000,000. The rates and fees quoted by the Bank for acceptance of the American Express Card are subject to the terms and conditions of each respective Card issuer.

I further understand that the Bank will review those assumptions after a period of actual processing and that my rate could be increased if either the average ticket or volume run rates are lower than the minimum thresholds. In addition, the Bank may pass on charges imposed by credit card associations, such as Visa, MasterCard and Discover Network, resulting from my failure to comply with card association's regulations. The Bank may collect these charges in the same way as other amounts owed by me under the Agreement. I acknowledge that the Agreement provides for increases in fees. I understand that my application is subject to approval by the Bank and by American Express issuers for processing their transactions.

Merchant signature by authorized representative | Print Name | Date

Matthew Palenschat 0419

Bank of America Merchant Services Representative Signature | Print Name | Date

Fee Schedule Bank of America Merchant Services

Chart numbers 2221-3221-VSIP and 2221-3221-MCIP, 4221-DSIP

Account Boarding use only: A (M)

Exhibit B
Merchant Master Services Agreement

MASTER SERVICES AGREEMENT

CITY OF LAS VEGAS		N/A	
CUSTOMER's Legal Name		Doing Business As	
400 STEWART AVE.	**LAS VEGAS**	**NV**	**89101**
Street Address	City	State	Zip Code
MUNICIPAL CORPORATION DULY ORGANIZED IN THE STATE OF NEVADA			
CUSTOMER's business organization type (corporation, LLC, partnership, non-profit or other entity)	State of Organization	Taxpayer Identification Number	
KATHY RAINEY, MANAGING OF PURCHASING AND CONTRACTS DIVISION		**(702) 384-9964**	
Recipient/Title For Notices		Facsimile Number	

This Master Services Agreement ("**MSA**") is by and between the CUSTOMER identified above and BANC OF AMERICA MERCHANT SERVICES, LLC ("**BAMS**") for the Services identified below:

The intent of this MSA is to provide one set of standardized general terms and conditions to be utilized for multiple relationships within the United States between CUSTOMER and BAMS and/or third party providers who enter into addenda to this MSA with CUSTOMER (each of BAMS and such third party providers are referred to as a "**PROVIDER**") for all services provided by them. Each Addendum to this MSA ("**Addendum**" and collectively, the "**Addenda**"), whether entered into concurrently herewith or hereafter, will contain terms, operational descriptions, specifications and associated pricing specific to those services contemplated thereunder ("**Services**"). Each Addendum will be subject to this MSA unless the applicable Addendum provides that additional and/or other terms and conditions apply. Except to the extent otherwise expressly set forth in this MSA or an Addendum, references to this MSA shall be deemed to include each Addendum and references to each Addendum shall be deemed to include this MSA. For purposes of each Addendum, (i) the PROVIDER(S) thereunder will become parties to this MSA upon execution of such Addendum as if such PROVIDER(s) had physically executed this MSA, (ii) the terms of this MSA shall apply separately to each Addendum and the PROVIDER(s) thereunder; provided, that to the extent more than one PROVIDER enters into an Addendum, and unless that Addendum expressly provides otherwise, (a) each such PROVIDER'S obligations shall be joint, but not several, and (b) each such PROVIDER shall have separate but equal rights against the CUSTOMER. No PROVIDER shall be obligated to, or have any rights against, the CUSTOMER under any Addendum to which it is not a party.

In consideration of the mutual covenants and agreements set forth herein and other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, BAMS and CUSTOMER agree as follows:

1. **Services.** The Services subscribed to concurrently herewith shall be more fully described in the following Addenda: Bankcard Services.

2. **Term.**

2.1 This MSA, and each Addendum, shall (i) be in effect upon complete execution of each such document, and each such document shall remain effective through the initial term of three (3) years from the date of this MSA unless otherwise specified in an Addendum and (ii) renew for successive two (2) three (3) year terms until terminated by the parties thereto upon one hundred and twenty (120) days' notice prior to the end of the then existing term. This MSA shall remain in effect until all Addenda are terminated at which time it shall terminate automatically.

2.2 This Subsection 2.2, Sections 3-5, 7, 9, 11-19 and Subsection 10.2 will survive termination of this MSA.

3. **Financial and Other Information.**

CUSTOMER agrees to provide PROVIDER annual audited financial statements of CUSTOMER within six (6) months after the end of each fiscal year. Such financial statements shall be prepared in accordance with U.S. generally accepted accounting principles. CUSTOMER also shall provide such other financial statements and other information concerning CUSTOMER's business and CUSTOMER's compliance with the terms and provisions of this MSA as PROVIDER may reasonably request. CUSTOMER authorizes PROVIDER to obtain from third parties financial and credit information relating to CUSTOMER and CUSTOMER's individual principal officers or owners, as authorized under this MSA. Such information will be used by PROVIDER in connection with PROVIDER'S determination whether to accept this MSA and PROVIDER's continuing evaluation of the financial and credit status of CUSTOMER. Pursuant to Applicable Law, including the USA PATRIOT Act, PROVIDER is obtaining information and will take necessary action to verify CUSTOMER's identity. Upon request, CUSTOMER shall provide to PROVIDER or their representatives or our regulators reasonable access to CUSTOMER's facilities and records for the purpose of performing any inspection and/or copying of CUSTOMER's books and/or records deemed appropriate by PROVIDER.

4. **Indemnification.**

4.1 To the extent limited by the immunities and privileges provided in NRS Chapter 41, CUSTOMER agrees to indemnify and hold harmless PROVIDER, its affiliates, agents, subcontractors, employees directors and officers from and against all losses, liabilities, damages and expenses (including attorneys' fees and collection costs) resulting from any breach of any warranty, covenant, provision of this MSA or any misrepresentation by CUSTOMER under this MSA.

4.2 PROVIDER agrees to indemnify and hold harmless CUSTOMER from and against all losses, liabilities, damages and expenses resulting from any breach of any warranty, covenant, provision of this MSA or any misrepresentation by PROVIDER under this MSA.

4.3 In the event of any legal action or claim with any third parties concerning any transaction or event in which a claim for indemnification against a party may be made under this MSA, the party to be indemnified hereunder (the "indemnified party") agrees to: (a) promptly notify the indemnifying party hereunder (the "indemnifying party") of the legal action or claim, (b) reasonably cooperate with the indemnifying party in the making of claims or defenses, and (c) provide information, assist in the resolution of the legal action or claim and make available at least one employee or agent who can testify regarding said claim or defenses. The indemnifying party shall, upon written notice from the indemnified party, immediately undertake the defense of any said legal action or claim with counsel reasonably satisfactory to the indemnified party. In any event the indemnifying party shall be entitled to direct the defense and settlement thereof with counsel reasonably satisfactory to the indemnified party; provided, however, that the indemnifying party shall not compromise or settle any claim or action affecting the indemnified party to the extent that it involves more than the payment of money by the indemnifying party hereunder without the indemnified party's written consent.

5. Warranties; Exclusion of Consequential Damages; Limitation on Liability

5.1 **Disclaimer of Warranties. THIS MSA IS AN AGREEMENT FOR THE SERVICES AND EXCEPT AS EXPRESSLY PROVIDED HEREIN THIS MSA, PROVIDER AND ITS RESPECTIVE AFFILIATES DISCLAIM ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, MADE TO CUSTOMER OR ANY OTHER PERSON, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE (REGARDLESS OF ANY COURSE OF DEALING, CUSTOM OR USAGE OF TRADE) OF ANY SERVICES OR ANY GOODS PROVIDED INCIDENTAL TO THE SERVICES PROVIDED UNDER THIS MSA.**

5.2 **Exclusion of Consequential Damages. NOTWITHSTANDING ANYTHING IN THIS MSA TO THE CONTRARY, IN NO EVENT SHALL PROVIDER OR ITS AFFILIATES BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL THEORY FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER ANY PARTY OR ANY ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

5.3 **Limitation of Liability. NOTWITHSTANDING ANYTHING IN THIS MSA TO THE CONTRARY, PROVIDER'S CUMULATIVE LIABILITY , IN THE AGGREGATE (INCLUSIVE OF ANY AND ALL CLAIMS MADE BY CUSTOMER AGAINST PROVIDER, WHETHER SUCH CLAIMS ARE RELATED OR UNRELATED TO ONE ANOTHER) FOR ALL LOSSES, CLAIMS, SUITS, CONTROVERSIES, BREACHES, OR DAMAGES FOR ANY CAUSE WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, THOSE ARISING OUT OF OR RELATED TO THIS MSA) AND REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY SHALL NOT EXCEED THE GREATER OF, (I) $500,000; OR (II) THE AMOUNT OF FEES RECEIVED BY PROVIDER PURSUANT TO THIS MSA FOR THE SERVICES IN THE IMMEDIATELY PRECEDING 12 MONTHS.**

6. Independent Contractor; Third Party Beneficiaries. The parties are independent contractors. Neither party shall have any authority to bind the other. This MSA and any Addenda is entered into solely for the benefit of PROVIDER(S) and CUSTOMER and will not confer any rights upon any person not expressly a party to this MSA or any Addenda, including consumers. PROVIDER may subcontract with others to provide Services.

7. Publicity. Neither party will initiate publicity relating to this MSA without the prior written approval of the other, except that: (i) either party may make disclosures required by legal, accounting or regulatory requirements; and (ii) PROVIDER may use CUSTOMER's name in publicity indicating that CUSTOMER and PROVIDER have entered into a contractual relationship. In no event will either party publicly disparage the other party.

8. Annual Minimum Volume. Each contract year of the term of this MSA, CUSTOMER shall be responsible for maintaining a minimum transaction volume of 300,000 bankcard transactions per year (the "Minimum"). All transactions performed under this MSA shall be aggregated towards attainment of the Minimum. In the event, during any contract year, CUSTOMER's actual aggregate transaction volume is insufficient to meet the Minimum, PROVIDER shall bill and CUSTOMER hereby agrees to pay, the applicable transaction fee, multiplied by the Shortfall. For the purposes of this Section, "Shortfall" shall mean "the difference between CUSTOMER's actual annual aggregate transaction volume and the Minimum. The Minimum shall only include Billable Transactions. Billable transactions include: purchases, returns, declines, reversals, Terminal balancing totals and authorizations.

9. Compliance with Laws. In performing its obligations under this MSA, the parties agree to comply with all federal and state laws, rules and regulations applicable to it for the Services. CUSTOMER must not use the Services for transactions prohibited by Applicable Law or the Card Organization Rules due to the age of purchasers or otherwise such as alcoholic beverages, tobacco products, gambling (for example, the Unlawful Internet Gambling Enforcement Act 31 U.S.C. Section 5361 et seq.) drugs, weapons, adult-content material, or adult web sites, services or entertainment.

10. Assignment. PROVIDER may, however, assign any or all of its rights or delegate any or all of its obligations to an affiliate or an entity acquiring all or substantially all of the assets of PROVIDER. If CUSTOMER, in it commercially reasonable discretion, does not approve of PROVIDER'S assignee, CUSTOMER may terminate the Agreement upon thirty (30) days written notice to PROVIDER.

11. Choice of Law and Venue. This MSA will be governed by the laws respecting national banks and, to the extent not so covered, by the laws of the State of Nevada without regard to conflicts of law provisions, except that Section 29.B will be governed by the Federal Arbitration Act. If any part of this MSA is not enforceable, the remaining provisions still remain valid and

enforceable. In performing its obligations under this MSA, each party agrees to comply with Applicable Law and Card Organization Rules.

12. Waiver of Jury Trial. To the extent permitted by Applicable Law, CUSTOMER and PROVIDER waive any right to trial by jury in any action or proceeding regarding any litigation related to this MSA and agree that any such actions or proceedings will be tried by a judge without a jury.

13. Confidentiality. CUSTOMER will treat this MSA, the Card Organization Rules and any information supplied or otherwise made accessible by PROVIDER or PROVIDER's agents as confidential, including without limitation, (i) information about the products, services, operations, procedures, customers, suppliers, sales, pricing, business plans and marketing strategies of PROVIDER, its affiliates and the customers, clients and suppliers of any of them; (ii) any scientific or technical information, design, process, procedure, formula, or improvement that is commercially valuable and secret in the sense that its confidentiality affords PROVIDER a competitive advantage over its competitors; (iii) user IDs, security codes, passwords, personal identification numbers, and other security devices and procedures for the Services or related thereto, and (iv) all confidential or proprietary concepts, documentation, reports, data, specifications, computer software, source code, object code, flow charts, databases, inventions, know-how, show-how and trade secrets, whether or not patentable or copyrightable and will not disclose the same to any third parties, provided, however, that these restrictions do not apply to information: (a) rightfully obtained on a non-confidential basis from any individual or entity other than CUSTOMER or PROVIDER ("**Person**") and CUSTOMER's agents and representatives, which Person was not subject to a duty of confidentiality, (b) rightfully and independently known by CUSTOMER on a non-confidential basis prior to its disclosure or (c) generally available to the public other than through any disclosure by or fault of CUSTOMER, CUSTOMER's agents or representatives.

PROVIDER's confidential information shall be used by CUSTOMER only to exercise CUSTOMER's rights and to perform CUSTOMER's obligations hereunder. CUSTOMER shall receive PROVIDER's confidential information in confidence and not disclose the confidential information to any Person, except as may be agreed upon in writing by PROVIDER. CUSTOMER shall safeguard all of PROVIDER's confidential information using a reasonable degree of care, but not less than that degree of care used by it in safeguarding its own similar information or material. Upon request by PROVIDER or upon termination of this MSA, CUSTOMER shall return to PROVIDER or destroy all of PROVIDER's confidential information in its possession or control.

The obligations of confidentiality and restrictions on use in this Section shall not apply to any confidential information that: (i) was in the public domain prior to the date of this MSA or subsequently came into the public domain through no fault of CUSTOMER; (ii) was received from a Person free of any obligation of confidence of CUSTOMER to the Person and which Person, to CUSTOMER's knowledge, was not under an obligation to keep the information confidential; (iii) was already in CUSTOMER's possession prior to receipt from PROVIDER; (iv) is required to be disclosed by law, regulation or court order after giving PROVIDER as much advance notice as practical of the possibility of disclosure; or (v) is subsequently and independently developed by CUSTOMER's employees, consultants or agents without use of or reference to PROVIDER's confidential information.

PROVIDER acknowledges that CUSTOMER is a government entity subject to the Open Records Law contained in NRS Chapter 39. All records in the possession of CUSTOMER are considered public records unless deemed otherwise by law or judgment of the court. CUSTOMER agrees to comply with this Section only to the extent it is lawfully authorized to do so. CUSTOMER advises that, as a general matter, such Open Records Law requests may seek cardholder information such as the cardholder's name and/or card number. CUSTOMER further advises that if a requestor specifically seeks a cardholder's name and/or card number, the CUSTOMER shall dispute such request, including through litigation if necessary, and advise PROVIDER of any such dispute or litigation. For avoidance of doubt, CUSTOMER shall be liable for any claim (e.g., identity theft, fraudulent use of a card, violation of privacy rights) of any cardholder, and any fines, fees, and penalties assessed against CUSTOMER by the Card Organizations , **for which the City is responsible pursuant to Section 14.2 of the Bankcard Addendum to the MSA.**

Except as specifically provided for herein, this Section does not confer any right, license, interest or title in, to or under PROVIDER's confidential information to CUSTOMER. Except as specifically provided for herein, no license is hereby granted to CUSTOMER under any patent, trademark, copyright, trade secret or other proprietary rights of PROVIDER.

CUSTOMER acknowledges that breach of the restrictions on use or disclosure of PROVIDER's confidential information would result in immediate and irreparable harm to PROVIDER, and money damages would be inadequate to compensate for that harm. We shall be entitled to equitable relief, in addition to all other available remedies, to redress any breach.

With respect to any information received by PROVIDER from CUSTOMER via its use of the Services, PROVIDER will keep such information confidential in accordance with applicable law; provided, that PROVIDER may disclose such information (i) to third parties to the extent necessary to provide the Services, (ii) PROVIDER's auditors and attorneys (internal and external) and regulators, and (iii) as required or permitted by law, regulation or court order.

CUSTOMER shall not assign to any Person the rights to use the Marks of PROVIDER, it agents or the Card Organizations.

14. Force Majeure. PROVIDER shall not be held responsible for any delays in or failure or suspension of service caused, directly or indirectly, by mechanical or power failure, computer malfunctions (including, without limitation, software, hardware and firmware malfunctions), failure, delay or error in clearing or processing a transaction through the ACH Network or Federal Reserve system, if applicable, the nonperformance, delay or error by a third party or in any other third party system for any similar cause beyond the reasonable control of such party, including without limitation, failures or fluctuations in telecommunications, transmission links or other equipment; any outbreak or escalation of hostilities, war, riots, terrorism or civil disorders in any country; strikes, labor difficulties, fire, inability to operate or obtain service for its equipment, unusual delays in transportation, earthquake, fire, flood, elements of nature or other acts of God, any act or omission of the other party or any government authority, or other causes reasonably beyond the control of PROVIDER.

15. Notices. Except as otherwise specifically provided, all notices and other communications required or permitted hereunder (other than those involving normal operational matters relating to the Services) shall be in writing, shall be sent by mail, courier or facsimile (facsimile notices shall be confirmed in writing facsimile confirmation), if to CUSTOMER at the address appearing on the first page of this MSA and if to PROVIDER, at the following address (unless specified otherwise in an Addendum): Banc of America Merchant Services, LLC, 1307 Walt Whitman Road, Melville, New York 11747, Facsimile (631) 683-7516, Attention: Executive Vice President Operations, with a copy to Attention: General Counsel's Office, 5565 Glenridge Connector N.E., Atlanta, Georgia 30342, and shall be deemed to have been given (i) if sent by mail or courier, when received, and (ii) if sent by facsimile machine, when the confirmation copy is actually received. Notice given in any other manner shall be effective when actually received.

16. Headings. The headings contained in this MSA are for convenience of reference only and shall not in any way affect the meaning or construction of any provision of this MSA.

17. Severability. The parties intend every provision of this MSA to be severable. If any part of this MSA is not enforceable, the remaining provisions shall remain valid and enforceable. In such case, the parties will in good faith modify or substitute a provision consistent with their original intent. If any remedy fails of its essential purpose, then all other provisions, including the limitations on liability and exclusion of damages, will remain fully effective.

18. Entire Agreement; Waiver. This MSA constitutes the entire agreement between the parties with respect to the subject matter, supersedes any previous agreements and understandings and, except as provided in other Sections of this MSA, can be changed only by a written agreement signed by all parties. Except as specifically provided herein, this MSA will not benefit, or create any right or cause of action on behalf of, any person other than the parties. Throughout this MSA, where appropriate, singular terms include the plural and the plural includes the singular and the words "will" and "shall" are used interchangeably and have the same meaning. Headings are for convenience and reference only and not part of this MSA. Purchase orders, requests for production, pre-printed terms or other CUSTOMER-generated documents that PROVIDER may receive are for administrative convenience only and do not modify this MSA and are expressly rejected by PROVIDER.

A waiver by either of the parties of any of the covenants, conditions, or agreements to be performed by the other or any breach thereof will not be construed to be a waiver of any succeeding breach or of any other covenant, condition or agreement contained in this MSA. No waiver will be effective unless made in writing by the party against whom it is being enforced.

The parties hereto have caused this MSA to be executed by their duly authorized officers. **THIS MSA IS NOT BINDING UPON PROVIDER UNTIL SIGNED BY PROVIDER.**

CITY OF LAS VEGAS	**BANC OF AMERICA MERCHANT SERVICES, LLC**
("CUSTOMER")	**("BAMS")**
By:_____	By:_____
Name: Mark Vincent	Name:_____
(Please Print or Type)	(Please Print or Type)
Title: Chief Financial Officer	Title:_____
Date:_____	Date:_____

Exhibit C
Merchant Services Bankcard Addendum to Master Services Agreement

MERCHANT SERVICES BANKCARD ADDENDUM TO MASTER SERVICES AGREEMENT

This Merchant Services Bankcard Addendum ("**Bankcard Addendum**") is entered into by and among the undersigned customer ("**CUSTOMER**", BANK OF AMERICA, NA ("**BANK**") and BANC OF AMERICA MERCHANT SERVICES, LLC ("**BAMS**") and supplements the Master Services Agreement between BAMS and CUSTOMER (the "**MSA**"). BANK hereby joins the MSA as a PROVIDER (as defined in the MSA) and agrees to be bound by its terms. Each of BANK and BAMS is a PROVIDER and collectively referred to in this Bankcard Addendum as the "**SERVICERS**". References to the MSA in this Bankcard Addendum shall include this Bankcard Addendum. Capitalized terms not defined in this Bankcard Addendum are defined in the MSA or Card Organization Rules. The Card Organization Rules are made a part of this Bankcard Addendum by this reference to them, and reference to this Bankcard Addendum or Operating Guide shall be deemed to include the Card Organization Rules, unless stated otherwise.

This Bankcard Addendum governs processing services regarding credit, debit and certain other Card transactions and other services, as those services are further described in this Bankcard Addendum, the Fee Schedule attached hereto as Schedule A (including any additions and changes thereto, the "**Fee Schedule**"), any and all concurrent and subsequent addenda, supplements or schedules to this Bankcard Addendum (each, including the Fee Schedule, as amended from time to time, a "**Supplement**"), and the Card Organization Rules, all as elected by CUSTOMER and approved by SERVICERS (or their applicable Affiliate) (for the purposes of this Addendum, collectively, the "**Services**"). Unless otherwise expressly provided in the MSA, this Bankcard Addendum or any Supplement, (i) references to each Supplement shall be deemed to include this Bankcard Addendum, (ii) references to this Bankcard Addendum shall be deemed to include each Supplement, and (iii) references to an Addendum in the MSA shall be deemed to include this Bankcard Addendum and each Supplement with respect to the Services. To the extent the terms of a Supplement directly conflict with the terms of this Bankcard Addendum, the terms of that Supplement shall control. CUSTOMER and SERVICERS agree to comply with this Bankcard Addendum. In performing this Bankcard Addendum, without diminishing SERVICERS' obligations to CUSTOMER, SERVICERS may use the services of third parties, including, without limitation, their respective Affiliates.

BANK's obligations hereunder shall be limited to the sponsorship and settlement of certain Card transactions submitted in accordance with the terms and conditions of this Bankcard Addendum and the Bankcard Card Organization Rules, and BANK shall not have any obligation or liability of any nature in connection with any and all debit or EBT transactions or related services or any services of any kind provided by BAMS or its Affiliates provided hereunder or pursuant hereto.

In consideration of the mutual covenants and agreements set forth herein and other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, SERVICERS and CUSTOMER agree as follows:

1. **Definitions.** As used in this Bankcard Addendum, capitalized terms will have the meaning set forth in Annex 1, the Operating Guide or Card Organization Rules, as applicable.

2. **Services.**
   2.1 Subject to Card Organization Rules, Services may be performed by BAMS or BANK subject to the agreements between them as the same may be modified from time to time. In addition to SERVICERS, one or more affiliates of BAMS may assist in providing Terminals or other equipment and local support functions in connection with this Bankcard Addendum.
   2.2 SERVICERS will make the Services operational and available to CUSTOMER through a mutually agreed upon implementation plan. CUSTOMER agrees to at all times cooperate with SERVICERS and provide SERVICERS with all necessary information and assistance required by SERVICERS to provide the Services in accordance with the Card Organization Rules and Applicable Law, including, without limitation, making changes to Merchant Equipment as SERVICERS require. CUSTOMER will be responsible for (i) use of the Services by CUSTOMER, CUSTOMER's employees and agents and Merchant Providers, (ii) CUSTOMER's failure to properly access the Services in the manner prescribed by SERVICERS, and (iii) CUSTOMER's failure to supply accurate information regarding the Services.

3. **Election of Cards, Duty to Honor Cards and Use of Marks.**
   3.1 Card Election. CUSTOMER has elected and SERVICERS have approved CUSTOMER to accept those Card types and Services designated in this Bankcard Addendum or the Supplements. CUSTOMER may change CUSTOMER's election of Card types and Services from time to time upon at least sixty (60) days' advance notice to SERVICERS; SERVICERS will use their reasonable efforts to accommodate CUSTOMER's requests in less than this time but SERVICERS will not be obligated to do so. Upon SERVICERS' approval of such new Card type or Service, the parties will execute a Supplement therefor. CUSTOMER will not seek authorization for or submit a transaction of a new Card type until the parties have entered into a Supplement for it. Unless otherwise directed by SERVICERS, CUSTOMER will not seek authorization for or submit a Card transaction of a Card type CUSTOMER desire to discontinue accepting later than the effective date of the notice to SERVICERS. With respect to inadvertent or intentional acceptance of a transaction other than the type or service anticipated for CUSTOMER's account (including ,without limitation, a different Card type), CUSTOMER will also be subject to payment to SERVICERS of their then-current transaction fee(s) with respect to such Card, transaction and/or service and be liable, obligated and responsible under this Bankcard Addendum for any such transaction or service to the same extent as CUSTOMER would be if it was of an anticipated Card type or service.

   3.2 Honoring Cards Generally. CUSTOMER will honor a Card by accepting it for payment. CUSTOMER will not engage in any acceptance practice or procedure that discriminates against, or discourages the use of, any particular Card type elected by CUSTOMER and approved by SERVICERS, in favor of any competing Card brand also elected and approved.

   3.3 Cards Issued by US Card Issuers. For all Cards issued by U.S. Issuers, CUSTOMER will honor all Cards within the Card types elected and approved in accordance with this Bankcard Addendum. For example, if CUSTOMER elects and is

approved to accept Visa credit Cards, CUSTOMER will submit payments from Visa-branded credit Card Cardholders without regard to whether the credit Card is a Visa-branded rewards credit Card or Visa-branded business purpose credit Card.

3.4 Cards Issued by Non–US Card Issuers. CUSTOMER will honor all Cards issued by non-U.S. Issuers. For example, even if CUSTOMER elects to limit CUSTOMER's acceptance of MasterCard Cards to MasterCard credit Cards, CUSTOMER will accept for processing a MasterCard debit Card issued by a non-U.S. Card issuer.

3.5 Marks Generally. CUSTOMER and SERVICERS acknowledge that no party will acquire any right, title or interest in or to the Marks of any other party or of any Card Organization or SERVICERS' agents by virtue of this Bankcard Addendum, without prior written consent. CUSTOMER will not assign to any third party any of the rights to use the Marks of SERVICERS, SERVICERS' agents or Card Organizations.

Except as otherwise provided herein, no party will use any other party's Marks, or use language from which the connection of such Marks may be inferred, in any advertising, written sales promotion, press releases or other publicity matters relating to this Bankcard Addendum without such party's prior written consent.

4. **General Requirements and Restrictions for Card Transactions.**

4.1 Accuracy of Data Submitted. CUSTOMER will be responsible for the quality and accuracy of all data provided to SERVICERS. SERVICERS may, at SERVICERS' option, return to CUSTOMER for correction before processing any data submitted by CUSTOMER which is incorrect, illegible or otherwise not in proper form. If CUSTOMER do not provide data in accordance with SERVICERS' specified format and schedule, SERVICERS will use reasonable efforts to reschedule and process the data as promptly as possible, but related expenses incurred by SERVICERS will be charged to CUSTOMER.

4.2 Prohibitions on Increasing Price of Goods or Services. CUSTOMER will not increase the price of goods or services for a Card transaction or impose any fee for the service of accepting a Card except as allowed by the Card Organization Rules and Applicable Law. CUSTOMER may charge a convenience or service fee for a Card transaction only as permitted by the Card Organization Rules and Applicable Law. If clearly disclosed to the Cardholder, CUSTOMER may offer a discount from the standard price for payments by cash.

4.3 Payments from Cardholders. CUSTOMER agrees that CUSTOMER will not accept or process, any funds representing a Cardholder's payment to an Issuer.

4.4 Prohibition on Aggregating and Factoring and Employee Transactions. CUSTOMER is prohibited from submitting or presenting, and agrees not to submit or to present, any authorization requests for transactions and Sales Drafts arising from transactions between (i) CUSTOMER and Cardholders who are CUSTOMER's owners, partners, guarantors, officers or employees, other than genuine purchases, leases or rentals of goods or services from CUSTOMER or other payments to CUSTOMER, all in the ordinary course of CUSTOMER's business, and (ii) Cardholders and third parties for their goods or services or other payments to them.

4.5 Draft Requirements. All Sales Drafts and Credit Drafts must include all information required under and in accordance with the Operating Guide, Card Organization Rules and Applicable Law:

4.6 Unless otherwise agreed in advance and writing by SERVICERS, CUSTOMER must submit all Card transactions in U.S. dollars.

5. **Operating Guide; Card Organization Rules and Compliance.**

CUSTOMER acknowledges that it has received the Operating Guide, the terms of which are incorporated into this Bankcard Addendum; any reference to this Bankcard Addendum includes the Operating Guide. Notwithstanding any provision to the contrary contained in this Bankcard Addendum, the parties hereto acknowledge and agree that the Operating Guide provides the principals of a sound Card program and contain the relevant subset of the Card Organization Rules. However, the Operating Guide is not a complete set of all Card Organization Rules. If CUSTOMER loses or otherwise misplaces the Operating Guide or notices of changes thereto, CUSTOMER shall be responsible for contacting SERVICERS to obtain replacement copies From time to time, SERVICERS may change the Operating Guide, in whole or in part, and other operating procedures, by providing CUSTOMER with at least thirty (30) days' prior written notice of the change. However, in the event of changes in the Card Organization Rules or due to security reasons, certain changes in Card procedures may become effective on shorter notice. If there is any conflict between the terms of this Bankcard Addendum and the Operating Guide, the terms of this Bankcard Addendum will govern, unless the conflict is directly related to a change in the Operating Guide which specifically addresses a procedure or requirement detailed in this Bankcard Addendum.

CUSTOMER must comply with the Card Organization Rules and Applicable Law, however, with regard to Card Organization Rules; CUSTOMER need only comply with those applicable to Cards. CUSTOMER will review the Card Organization Rules and Applicable Law from time to time for changes. Card Organization Rules are available on web sites, such as http://www.usa.visa.com/merchants, and http://www.mastercardmerchant.com, as those links may be changed from time to time.

6. **Authorization.**

6.1 CUSTOMER agrees to submit only Card transactions for which CUSTOMER has received an Authorization. Obtaining an Authorization will not ensure payment to CUSTOMER for a Sales Draft. The fact that an Authorization is obtained by CUSTOMER will not affect SERVICERS' rights thereafter to revoke Authorization of a Card transaction or to charge back the transaction to CUSTOMER. In no event will the fact that an Authorization is obtained by CUSTOMER be deemed to be SERVICERS' representation or warranty, either express or implied, that the particular Card transaction is in fact a valid, authorized or undisputed transaction entered into by the Cardholder.

6.2 The Authorization number provided by SERVICERS shall be noted by CUSTOMER in the appropriate place on the Sales Draft. If Authorization is declined, CUSTOMER shall not complete the Card transaction.

6.3 CUSTOMER shall comply with any special authorization procedures contained in the Card Organization Rules and any other sections of parts of this Bankcard Addendum.

6.4 CUSTOMER acknowledges that Authorization, (i) indicates only the availability of credit at the time of Authorization; (ii) does not warrant that the person presenting the Card is the rightful Cardholder; and (iii) is not an unconditional promise or guarantee by SERVICERS that any Card transaction will not be subject to Chargeback.

6.5 If CUSTOMER obtains an Authorization by telephone, CUSTOMER shall record the approval number on the Sales Draft.

7. **Electronic Commerce Transactions**

CUSTOMER acknowledges and agrees that this Section 7 pertains only to ECTs that arise from transactions effected in U. S. dollars. All CUSTOMER's ECTs must be in U.S. dollars and will be settled in U.S. dollars. Under the Card Organization Rules, ECTs are considered non face-to-face Card transactions. In addition, CUSTOMER must properly identify each ECT in the Sales Draft.

CUSTOMER agrees to develop and maintain a point of presence on the Internet at CUSTOMER's expense. CUSTOMER must post CUSTOMER's consumer data privacy policy and method of transaction security on CUSTOMER's web site(s) in accordance with the Card Organization Rules and Applicable Law. CUSTOMER will, in accordance with the Card Organization Rules and Applicable Law, (i) install and maintain a working firewall to protect data accessible via the Internet; (ii) keep security patches up to date; (iii) encrypt stored data; (iv) encrypt data sent across networks; (v) use and regularly update anti-virus software; (vi) restrict access to data on a "need to know" basis; (vii) assign a unique ID to each person with computer access to data; (viii) not use vendor-supplied defaults for system passwords and other security parameters; (ix) track access to data by unique ID; (x) regularly test security systems and processes; (xi) maintain a policy that addresses information security for employees and contractors; and (xii) restrict physical access to Cardholder data.

CUSTOMER's Internet web site must contain (a) a complete description of the goods or services offered, (b) CUSTOMER's returned merchandise and refund policy, (c) CUSTOMER's customer service contact information, including e-mail address and/or telephone number, (d) transaction currency, (e) export or legal restrictions (if known), (f) CUSTOMER's delivery policy and (g) CUSTOMER's country of domicile immediately prior to the Cardholder's accessing of payment instructions. In addition, CUSTOMER must disclose, at all points of Cardholder interaction (including any of CUSTOMER's supplier or subcontractor Internet web sites and any of CUSTOMER's promotional materials and invoices), to the Cardholder that CUSTOMER, and not any of any CUSTOMER's suppliers of goods or subcontractors for services, is the merchant of record and responsible for any Card transaction. CUSTOMER must also notify the Cardholder that CUSTOMER is responsible for (i) payment transactions, (ii) products and services, (iii) direct customer service, (iv) dispute resolution, and (v) all terms and conditions of the transaction. CUSTOMER must display on CUSTOMER's Internet web site(s) the Card Organization Marks, wherever CUSTOMER display payment options, in accordance with the Operating Guide and Subsection 3.5 of this Bankcard Addendum.

CUSTOMER will be responsible for all costs of connectivity and communication between CUSTOMER, the Internet and SERVICERS. CUSTOMER agrees to utilize SSL (Secure Sockets Layer) or other secure compatible encryption method acceptable to SERVICERS in providing CUSTOMER's ECTs to SERVICERS for authorization, processing and settlement.

CUSTOMER assumes all responsibility for identification of the Cardholder and the validity of the Card information for ECT. CUSTOMER agrees that each Authorization request will include a request for address verification and a positive response for it. CUSTOMER agrees to identify separately any high-risk transactions CUSTOMER submits. The high-risk transactions include, but are not limited to, any under Merchant Category Code 5967 – Direct Marketing – Inbound Telemarketing Merchants.

8. **Multiple Sales Drafts and Partial Consideration.**

8.1 Except as shall be specifically set forth in the Operating Guide or the Card Organization Rules, CUSTOMER shall list all items of goods and services purchased during each Card transaction and the total amount thereof on a single Sales Draft.

8.2 CUSTOMER shall comply with all special procedures and conditions applicable under the Operating Guide and the Card Organization Rules with respect to any partial payment, installment payment, delayed delivery or advance deposit situation and any delayed or amended charges for a travel and entertainment transaction. CUSTOMER shall not use more than one Sales Draft to represent a single Card transaction to avoid the need for Authorization.

9. **Pre-Authorized Orders.**

9.1 A Pre-Authorized Order may include the payment of recurring charges such as insurance premiums, subscriptions, membership fees, tuition or utility charges and may also include preauthorized health care payments (subject to a Supplement).

9.2 If CUSTOMER is authorized to accept Pre-Authorized Orders, Authorization for each such Card transaction, regardless of the amount, must be obtained, and CUSTOMER must write "Recurring Transaction" (for Visa and other non-MasterCard Card transactions) or "PO" (for MasterCard Card transactions) as applicable, on the Sales Draft in lieu of the Cardholder's signature.

9.3 Except for preauthorized health care payments for the incremental costs not covered by insurance, advance deposits and installment payments, all made in compliance with this Bankcard Addendum, a Pre-Authorized Order may not include partial payments made to CUSTOMER for goods or services purchased in a single transaction. In no event may any finance charges be imposed on any periodic payments in connection with a Pre-Authorized Order.

9.4 CUSTOMER may not accept a Pre-Authorized Order from a Cardholder for the purchase of goods or services which are delivered or performed periodically unless the Cardholder completes and delivers to CUSTOMER a written request (and, when applicable, a written renewal request) identifying (i) the goods or services to be charged to the Cardholder's account, (ii) the amount of the preauthorized or recurring charges (unless such charges are for variable amounts), (iii) the frequency of the preauthorized or recurring charges and (iv) the duration of time for which the Cardholder's permission is granted. If CUSTOMER accepts any Pre-Authorized Orders for variable amounts, CUSTOMER must comply with the supplemental provisions set forth in the applicable Supplements.

9.5 The Cardholder's written request (including any written renewal request) must be (a) retained for the duration of the preauthorized or recurring charges; (b) provided in response to an Issuer's request for original documentation; and (c) used no longer after receiving notice of cancellation.

10. CUSTOMER Responsibilities for Persons Used by CUSTOMER.

10.1 Use of Persons. CUSTOMER's use of the services, equipment, Software, systems, materials, supplies or resources of Persons regarding CUSTOMER's Card transactions processing, including, without limitation, Merchant Providers and any third party lessors and licensors, will not affect CUSTOMER's obligations under this Bankcard Addendum to SERVICERS which will apply to the same extent as if CUSTOMER had not used them. SERVICERS have no liability or responsibility to CUSTOMER or others regarding these Persons, even if SERVICERS referred them to CUSTOMER. These third parties are CUSTOMER's agents, and CUSTOMER is solely responsible for (i) determining whether they can meet CUSTOMER's needs and standards, (ii) their actions, inactions and compliance with the terms of this Bankcard Addendum and Applicable Law and (iii) any and all fees, costs, expenses and other obligations owed to them by CUSTOMER or owed by them to SERVICERS or to the Card Organizations.

10.2 Merchant Providers. Before CUSTOMER engages any Merchant Provider, CUSTOMER must provide to SERVICERS in writing (a) the Merchant Provider's legal name, (b) contact information, and (c) intended function. CUSTOMER covenants with SERVICERS that CUSTOMER will not use, allow the use of, or provide to any Merchant Provider access to any Cardholder data, BAMS Systems, BAMS Software or Services until CUSTOMER receives SERVICERS' approval and, if required, confirmation of SERVICERS' registration of that Merchant Provider with applicable Card Organizations. CUSTOMER must ensure that CUSTOMER and Merchant Providers: (i) comply with the registration process which can involve site inspections, background investigations, provision of financial statements, and any other information required by a Card Organization; (ii) comply with the periodic and other reporting required by a Card Organization; and (iii) comply with this Bankcard Addendum and Applicable Law, including without limitation, those provisions requiring security of Cardholder data. CUSTOMER may allow Merchant Providers access to Cardholder data only for purposes authorized under and in conformance with the Card Organization Rules and Applicable Law. CUSTOMER is responsible for all SERVICERS' costs and expenses associated with SERVICERS' review, approval, certification (and recertification as may required by the Card Organization Rules) and registration of any Merchant Providers.

Upon request and reasonable notice, CUSTOMER will provide and will ensure that Merchant Providers provide to SERVICERS and SERVICERS' respective representatives prompt access to CUSTOMER's and their facilities and records for the purposes of performing any inspection and copying books or records pertaining to the transactions contemplated under this Bankcard Addendum. CUSTOMER must have written agreements with Merchant Providers requiring such access.

11. Cardholder Refunds and Credits.

11.1 If a Cardholder returns goods or cancels services purchased from CUSTOMER with a Card, or CUSTOMER allows any other price adjustment after a sale has been completed and a refund or adjustment is due to the Cardholder (other than any involuntary refund required by applicable airline or other tariff or by Applicable Law), CUSTOMER will not return cash to the Cardholder but will instead prepare a Credit Draft and process each such refund or adjustment, as specified in the Operating Guide and Card Organization Rules. CUSTOMER will give the Cardholder a copy of the completed Credit Draft.

11.2 If CUSTOMER establishes a policy limiting refunds or acceptance of returned merchandise (*e.g.*, no refund, exchange only, in-store credit only, or special conditions), CUSTOMER must follow the procedures set forth in the Operating Guide regarding refunds and returned merchandise.

12. Presentment of Card Transactions.

12.1Locations. CUSTOMER will provide SERVICERS with a complete list of all CUSTOMER's Locations in the United States and its territories where CUSTOMER desires to accept Cards, with current information for each Location, including, physical address and telephone number(s), mailing address and, if available, fax number(s) and email address(es). CUSTOMER will provide an updated list as changes to any of CUSTOMER's Locations or their related information occur.

12.2CUSTOMER shall electronically (or physically, when authorized by SERVICERS) deliver to SERVICERS Sales Drafts and Credit Drafts for all Card transactions to be processed and settled under this Bankcard Addendum. The deadlines for submitting Sales Drafts and Credit Drafts are set forth in the Operating Guide and Card Organization Rules corresponding to the applicable Card types and desired rates. In no event shall such deadlines be later than the fifth calendar day or third banking day (whichever is earlier) after completing Card transactions (unless CUSTOMER is entitled to any special extension of these deadlines). CUSTOMER acknowledges that the times specified in the preceding sentence are the maximum deadlines and that faster time frames are required to qualify for incentive programs.

12.3 CUSTOMER will not submit any Sales Draft that was not created in conjunction with a Card transaction between CUSTOMER and the applicable Cardholder. Under no circumstances will CUSTOMER submit any Sales Draft that has been previously charged back by the Cardholder and subsequently returned to CUSTOMER.

13. Settlement of Card Transactions.

13.1 Settlement of Sales Drafts. SERVICERS will settle with CUSTOMER for each Sales Draft acquired and accepted by SERVICERS under this Bankcard Addendum after SERVICERS receive payment for that Sales Draft from the related

Card Organization, subject to the terms of this Bankcard Addendum. Unless SERVICERS agree in writing otherwise, SERVICERS will only acquire Sales Drafts for Visa, MasterCard and Discover Network Card types (including those of other Card Organizations processed under Visa, MasterCard or Discover Network Card Organization Rules); provided, however, that, if CUSTOMER has been classified by Discover Network as having a Discover Direct Strategic Relationship with Discover Network, SERVICERS will not acquire CUSTOMER's Discover Network transactions and they will be subject to CUSTOMER's agreement with Discover Network. CUSTOMER acknowledges and agrees that if SERVICERS have not agreed to or do not acquire transactions for any Card type (i) SERVICERS have no liability or responsibility whatsoever for the settlement of or disputes regarding those transactions and (ii) CUSTOMER will pursue directly with the related Card Organization all claims and disputes regarding those transactions. CUSTOMER agrees to pay SERVICERS for per item processing, authorization and other fees in the Fee Schedule for any non-acquired transaction services CUSTOMER receives from SERVICERS.

13.2 Settlement Account and Its Operation. CUSTOMER will designate, in writing, and maintain, the Settlement Account for the purposes of settling transactions under this Bankcard Addendum. If the Settlement Account is with BANK, in the absence of any other written agreement with BANK, the standard terms and conditions that apply to BANK's deposit accounts of the same type will apply. As amounts become payable to CUSTOMER or to SERVICERS under this Bankcard Addendum, SERVICERS may, unless otherwise agreed, make payments to or receive payments from CUSTOMER by crediting or debiting the Settlement Account without prior notice. If CUSTOMER does not maintain a Settlement Account with BANK, payments between CUSTOMER and SERVICERS must be made in a manner satisfactory to SERVICERS. If CUSTOMER does not maintain sufficient balances in the Settlement Account to cover amounts owing under this Bankcard Addendum, CUSTOMER must immediately pay all such amounts directly to SERVICERS, and if CUSTOMER does not do so, at SERVICERS' discretion SERVICERS may cease processing additional Card transactions until the amounts due are paid.

CUSTOMER acknowledges and agrees that transfers to or from the Settlement Account will be made on the basis of account number and bank routing number only. SERVICERS are not responsible for detecting errors in any Settlement Account information CUSTOMER provides, including the account numbers and routing numbers associated with the Settlement Account, even if any of those numbers do not correspond to the account or bank identified by name. CUSTOMER's obligations and SERVICERS' rights regarding any settlement transfers SERVICERS make in reliance on the account number(s) and bank routing number(s) for the Settlement Account are not excused in those circumstance, even if CUSTOMER provides SERVICERS erroneous information.

SERVICERS will initiate a transfer of settlement funds to CUSTOMER as set forth in Section 13.3. SERVICERS will not be liable for any delays in receipt of settlement funds or errors in credits or debits to the Settlement Account that are caused by Persons, including but not limited to, delays or errors of any Card Organization or any financial institution other than BANK.

13.3 Settlement Amounts and Time for Settlement. All settlements to CUSTOMER for Sales Drafts will be based upon gross sales, minus the amounts of Credit Drafts, adjustments, applicable fees, Chargebacks, and any other amounts then due from CUSTOMER to SERVICERS, whether netted at settlement or separately debited. All credits to CUSTOMER's Settlement Account or other payments to CUSTOMER are provisional and are subject to (i) SERVICERS' final audit and confirmation, (ii) Card Organization Rules and (iii) any other obligations owed by CUSTOMER to SERVICERS.

Except as otherwise set forth in this Bankcard Addendum, if SERVICERS receive CUSTOMER's Sales Drafts by the applicable cut off time established by SERVICERS, SERVICERS will initiate a transfer of applicable settlement funds, after receipt thereof from the Card Organizations, via ACH (or other payment system available from SERVICERS for these types of transfers) to CUSTOMER's Settlement Account. SERVICERS will generally initiate this transfer by the following Business Day after SERVICERS process the applicable transactions. Generally, the Settlement Account will be credited within two Business Days after SERVICERS' initiation of the transfer.

13.4 Settlement Amounts Subject to Adjustments. This Bankcard Addendum is a contract whereby SERVICERS are extending financial accommodations to CUSTOMER within the meaning of Section 365(c) of the Bankruptcy Code. CUSTOMER's right to receive any amounts due or to become due from SERVICERS or SERVICERS' respective Affiliates, whether or not those amounts are related to this Bankcard Addendum, is expressly subject and subordinate to Chargeback, setoff, lien, security interest and SERVICERS' rights to withhold settlement funds under this Bankcard Addendum, without regard to whether such Chargeback, setoff, lien, security interest and the withholding of settlement funds rights are being applied to claims that are liquidated, unliquidated, fixed, contingent, matured or unmatured.

14 **Fees; Adjustments; Collection of Amounts Due; Reconcilement.**

14.1 Fees and Card Organization Charges. CUSTOMER will pay SERVICERS, within the times specified by SERVICERS, all the fees and charges for the Services calculated pursuant to the Fee Schedule, which includes fees that are in whole or in part based on (i) fees set by Card Organizations, including, without limitation, interchange fees (**"Card Organization Based Fees"**), and (ii) fees set by other third parties (together with Card Organization Based Fees, **"Third Party Based Fees"**), and (iii) fees that SERVICERS set. Fees will be charged for all authorization requests, whether or not approved, all Sales Drafts submitted for processing, all Credit Drafts and all Chargebacks. If a Card transaction does not qualify for the lowest interchange rate for which it is eligible, then that Card transaction will be downgraded and processed at a more costly interchange rate for which it qualifies. CUSTOMER will pay retroactive increased interchange fees for any Card transactions that a Card Organization determines did not qualify for the rates originally used.

CUSTOMER acknowledges that the fees stated herein are based upon the qualification of CUSTOMER's Card transactions for certain reduced interchange fees as set by the applicable Card Organizations. If a transaction fails to qualify for CUSTOMER's anticipated interchange levels or CUSTOMER inadvertently or intentionally accepts a Card transaction other

than the type anticipated for its account (including a different Card type), then, as applicable to the pricing set forth in the Fee Schedule, CUSTOMER will be charged a higher interchange, discount rate or non-qualified interchange fee, as well any applicable surcharge for that transaction, all as set forth in the Fee Schedule.

The fees for Services set forth in this Bankcard Addendum are based upon assumptions associated with the anticipated annual volume and average transaction size set forth on the Fee Schedule and CUSTOMER's method of doing business. If the actual volume or average transaction size are not as expected or if CUSTOMER significantly alters your method of doing business, SERVICERS may adjust your discount fees and transaction fees without prior notice.

14.2 Card Organization Fees, Fines, Assessments and Penalties. In addition, CUSTOMER will pay to SERVICERS all fees (including increased fees), assessments, fines, penalties, Issuer reimbursements and similar charges imposed by Card Organizations on SERVICERS, directly related to CUSTOMER's Card transactions or based on CUSTOMER's actions or failure to act, including, but not limited to, CUSTOMER's non compliance with data security requirements. Upon receipt of notice from the Card Organizations, SERVICERS will provide CUSTOMER with reasonable notice of such fees, assessments, fines, penalties, Issuer reimbursements, etc.

14.3 Payment of Fees, Charges and Other Amounts. SERVICERS may debit the Settlement Account for, or withhold from funds SERVICERS owe CUSTOMER under this Bankcard Addendum, all amounts CUSTOMER owes SERVICERS under this Bankcard Addendum. If the Settlement Account has insufficient funds, SERVICERS may, without advance notice, withdraw the funds CUSTOMER owes SERVICERS from the Reserve Account, or any other account CUSTOMER maintains with SERVICERS (or their respective Affiliates) or to which CUSTOMER has granted SERVICERS access. If sufficient funds are not available from those sources, CUSTOMER must pay the amount of any deficiency immediately upon demand.

14.4 Changes in Amount of Fees and New Fees. SERVICERS will provide CUSTOMER with at least thirty (30) days' advance notice of any Third Party Based Fee changes in the Fee Schedule. However, SERVICERS' ability to provide notice of changes to Third Party Based Fees depends on SERVICERS' receipt of timely notice from those parties, and SERVICERS may not be able to provide CUSTOMER with that much advance notice for those fee changes, and in those instances, changes will become effective on the date specified in the notice. CUSTOMER will be responsible for paying any increased or new fees as of the effective date in SERVICERS' notice, unless CUSTOMER gives notice of termination of this Bankcard Addendum to SERVICERS, and ceases processing Card transactions, within 30 days of SERVICERS' notice.

14.5 Fees for Supplies and Other Services. In addition to the other payments required in this Bankcard Addendum, CUSTOMER agree to pay SERVICERS for any other fees and charges and any special services or handling CUSTOMER requests or requires not covered in this Bankcard Addendum. CUSTOMER also agrees to pay SERVICERS for amounts CUSTOMER owes to Persons that SERVICERS pay, for example, payments for leased or rented Merchant Equipment.

14.6 Taxes, Installation & De-Installation. CUSTOMER agrees to pay any and all sales, use, excise, personal property, stamp, documentary and ad-valorem taxes, license and registration fees, assessments, fines, penalties and similar charges ("**Taxes**") imposed on the Services or the transactions contemplated by this Bankcard Addendum. CUSTOMER also agrees to pay any and all Taxes imposed on the ownership, possession or use of the Merchant Equipment. CUSTOMER authorizes SERVICERS, or SERVICERS' respective assigns, to increase the amount of CUSTOMER's preauthorized payment to reflect any and all increases in all applicable Taxes. CUSTOMER further agrees to pay any and all costs associated with the installation and de-installation of Purchased Equipment. CUSTOMER is not responsible for any taxes imposed on SERVICERS based on SERVICERS' net income.

14.7 Duty to Review Statements and Report Discrepancies. CUSTOMER must promptly and carefully review, statements and reports provided or made available to CUSTOMER (physically, electronically or otherwise) reflecting Card transaction activity, including, activity in the Settlement Account and Reserve Account, whether provided by SERVICERS or Persons.

14.8 Duty to Notify Bank of Discrepancies or Adjustments. If CUSTOMER believes any discrepancies exist or adjustments are needed with respect to any debits or credits effected by SERVICERS with respect to CUSTOMER's Settlement Account or the Reserve Account or for any amounts due to or due from CUSTOMER, or if CUSTOMER has any other questions or concerns regarding CUSTOMER's Card transactions that are processed and settled by SERVICERS or regarding any statement or report provided or made available by SERVICERS (physically, electronically or otherwise), CUSTOMER must notify SERVICERS in writing (i) within sixty (60) days after such debit or credit is effected, such transaction is processed and settled, or such statement or report is provided, or (ii) such shorter time as is provided in the terms and conditions covering that account. If CUSTOMER fails to notify SERVICERS within such time frame, SERVICERS will not be required to investigate the matter or effect any related adjustment, absent any willful misconduct by SERVICERS. If CUSTOMER notifies SERVICERS after such time period, SERVICERS may, in SERVICERS' discretion and at CUSTOMER's cost, investigate the matter addressed in CUSTOMER's notice, but SERVICERS will not have any liability to effect any related adjustment absent any willful misconduct by SERVICERS. Any voluntary efforts by SERVICERS to assist CUSTOMER in investigating such matters will not create any obligation to continue such investigation or any future investigation.

14.9 Duty Regarding Merchant Systems. CUSTOMER will be responsible for auditing, balancing, verifying and reconciling any out-of-balance condition within the Merchant Systems, and for notifying SERVICERS of any errors in the foregoing after receipt of the applicable report from SERVICERS. CUSTOMER will notify SERVICERS of all incorrect reports or output within two (2) Business Days after receipt of such reports or output. Within one (1) business day of the original transaction, CUSTOMER must balance each Location to the BAMS system for each business day that each Location is open. If CUSTOMER determines that transaction(s) have been processed in error, CUSTOMER will initiate the appropriate transaction for adjustment to correct the transaction in question. CUSTOMER is responsible for all applicable adjustment fees per applicable Card Organization.

15. **Chargebacks.**

15.1 Chargebacks Payable Immediately. CUSTOMER will pay SERVICERS the amount of each Card transaction that CUSTOMER submitted to SERVICERS for processing that is charged back to SERVICERS for any reason permitted by the Card Organization Rules. Each Chargeback to CUSTOMER is immediately due and payable by CUSTOMER.

15.2 Disputing Chargebacks. CUSTOMER may dispute a Chargeback as provided in the Card Organization Rules, including any requirements for timely submission. SERVICERS' obligation to CUSTOMER respecting Chargeback disputes is limited to permissible presentment of CUSTOMER's dispute to the appropriate Card Organization. SERVICERS will not engage in direct collection efforts against Cardholders on CUSTOMER's behalf.

15.3 Chargeback Fees. CUSTOMER will pay SERVICERS the fees associated with processing Chargebacks as provided in the Fee Schedule, without regard to whether the Chargeback is settled in CUSTOMER's favor or the Cardholder's favor. In addition, in the event the percentage of Chargebacks to CUSTOMER's merchant account meets or exceeds the percentage considered excessive by the Card Organizations, CUSTOMER will pay SERVICERS the Excess Chargeback Fee stated in the Fee Schedule (in addition to any fees imposed on SERVICERS by the Card Organizations). The rate and the method of calculation for what each Card Organization considers excessive may be found in itsCard Organization Rules. All fees related to processing Chargebacks, including any Excess Chargeback fees, are immediately due and payable to SERVICERS upon assessment.

16. **Representations; Warranties and Covenants.**

16.1 Without limiting any other warranties hereunder, CUSTOMER represents, warrants and covenants with SERVICERS and with the submission of each Card transaction reaffirms, the following representations, warranties and/covenants

(i) each Card transaction is genuine and arises from a bona fide transaction, permissible under the Card Organization Rules and Applicable Law, by the Cardholder directly with CUSTOMER;
(ii) Each Card transaction represents a valid obligation for the amount shown on the Sales Draft, Preauthorized Order, or Credit Draft, and does not involve the use of a Card for any other purpose;
(iii) each Card transaction represents an obligation of the related Cardholder for the amount of the Card transaction;
(iv) the amount charged for each Card transaction is not subject to any dispute, set off or counterclaim;
(v) each Card transaction amount is only for respective merchandise or services (including taxes, but without any surcharge) sold, leased or rented or other payments to CUSTOMER and, except for any delayed delivery or advance deposit Card transactions expressly authorized by this Bankcard Addendum, that merchandise or service was actually delivered to or performed for the Cardholder entering into that Card transaction simultaneously upon CUSTOMER accepting and submitting that Card transaction for processing;
(vi) with respect to each Card transaction, CUSTOMER has no knowledge or notice of any fact, circumstance or defense which would indicate that such Card transaction is fraudulent or not authorized by the related Cardholder or which would otherwise impair the validity or collectability of that Cardholder's obligation arising from that Card transaction or relieve that Cardholder from liability with respect thereto;
(vii) each Card transaction is made in accordance with this Bankcard Addendum and Applicable Law; and
(viii) each Sales Draft is free of any alternation not authorized by the related Cardholder;
(ix) CUSTOMER has completed one Card transaction per sale; or one Card transaction per shipment of goods for which the Cardholder has agreed to partial shipments;
(x) CUSTOMER is validly existing, in good standing and free to enter into this Bankcard Addendum;
(xi) all information provided to SERVICERS in support of this Bankcard Addendum is true and correct;
(xii) CUSTOMER is not doing business under a name or style not previously disclosed to SERVICERS;
(xiii) CUSTOMER has not changed the nature of CUSTOMER's business, Card acceptance practices, delivery methods, return policies, or types of products or services sold requiring a different merchant category code under Card Organization Rules, in a way not previously disclosed to SERVICERS;
(xiv) CUSTOMER will use the Services only for CUSTOMER's own proper business purposes and will not resell, directly or indirectly, any part of the Services to any Person;
(xv) CUSTOMER has not filed a bankruptcy petition not previously disclosed to SERVICERS;
(xvi) CUSTOMER owns and controls the Settlement Account, and no security interest or lien of any type in favor of a Person exists regarding the Settlement Account or any Card transaction.
(xvii) CUSTOMER will not at any time during the term of this Bankcard Addendum, or until all amounts due under this Bankcard Addendum have been paid in full, grant or pledge any security interest or lien in the Reserve Account, Settlement Account or transaction proceeds to any Person, without SERVICERS consent;
(xviii) each Card transaction was made in accordance with the terms of this Bankcard Addendum.

16.2 SERVICERS represent and warrant to CUSTOMER that:

(i) SERVICERS will perform their obligations pursuant to this Bankcard Addendum in accordance with the Applicable Law.
(ii) SERVICERS are validly existing, in good standing and free to enter into this Bankcard Addendum;

17. **Retention of Records.**

17.1 Unless prohibited by the Card Organization Rules, CUSTOMER will retain, for a period of at least eighteen (18) months from the date of the Card transaction or such other longer period as may be required by the Card Organization Rules, legible copies or images (electronically or otherwise) of CUSTOMER's Sales Drafts, Cardholder consents for Pre-Authorized Orders and Credit Drafts. CUSTOMER's obligation to retain records does not provide authority for CUSTOMER to retain Card magnetic stripe data.

17.2 CUSTOMER will submit to SERVICERS a legible copy or image of a Sales Draft, Cardholder consent for a Pre-Authorized Order or Credit Draft if any Issuer requests one. CUSTOMER's deadline for providing to SERVICERS a legible copy or image of the requested Sales Draft, Cardholder consent for a Pre-Authorized Order or Credit Draft is ten

(10) days after the date of the Issuer's retrieval request, or as specified in the notice from SERVICERS. CUSTOMER acknowledges that CUSTOMER's failure to properly and timely respond to any retrieval request may result in a Chargeback.

18. **System Testing and System Enhancements**

18.1 SERVICERS reserve the right to conduct testing of the Merchant Systems for a period of time reasonably necessary for them to meet SERVICERS', the Merchant Equipment manufacturers', any third party integrators' and the Card Organizations' then-current applicable requirements. Throughout the term of this Bankcard Addendum, if CUSTOMER changes or modifies the Merchant Systems for any reason, including but not limited to modifications to accommodate changes in Card Organization Rules or Applicable Law, CUSTOMER will immediately notify SERVICERS of such changes or modifications, and SERVICERS will have a reasonable amount of time to conduct certification testing of the Merchant Systems to verify that it meets SERVICERS', any third party integrator's and the Card Organizations' then-current applicable requirements. The first such standard re-certification will be performed by SERVICERS at no cost to CUSTOMER; however, subsequent re-certifications will be billed to CUSTOMER at SERVICERS' then-current hourly rate. Notwithstanding anything to the contrary, by conducting implementation or certification testing, SERVICERS do not guarantee that CUSTOMER's transactions will qualify at the lowest possible interchange level. CUSTOMER assumes all liability resulting from CUSTOMER's failure to notify SERVICERS of the changes or modifications or CUSTOMER's refusal to allow SERVICERS to conduct the implementation or certification testing.

18.2 If, after the effective date of this Bankcard Addendum, CUSTOMER requests SERVICERS to perform or provide any system enhancements, custom reports, special files, terminal applications, related service enhancements or new services (collectively, "**System Enhancements**"), and SERVICERS agree to do so, these System Enhancements will be made in accordance with terms and conditions, including pricing, agreed to by the parties in writing

19. **Confidentiality**

19.1 In addition to the information security provisions elsewhere in the MSA and this Bankcard Addendum, neither CUSTOMER nor SERVICERS will use, store, disclose, sell or disseminate any Cardholder data obtained in connection with a Card transaction, except in accordance with the Card Organization Rules and Applicable Law (e.g., for purposes of authorizing, completing and settling Card transactions and resolving any Chargebacks, retrieval requests or similar issues involving Card transactions). The foregoing will not apply in the instance of a court or governmental request, subpoena or order and records in the possession of CUSTOMER which are deemed public records by law. SERVICERS acknowledged that CUSTOMER is a government entity subject to the Open Records Law in Nevada Revised Statutes Chapter 41. However, CUSTOMER advises that if a requestor under the Open Records law specifically seeks a cardholder's name and/or card number, CUSTOMER shall dispute such request, including through litigation if necessary, and advise PROVIDER of any such dispute or litigation. For avoidance of doubt, CUSTOMER shall be liable for any claim (e.g., identity theft, fraudulent use of a card, violation of privacy rights) of any cardholder, and any fines, fees, and penalties assessed against CUSTOMER by the Card Organizations, for which the City is responsible pursuant to Section 14.2 of the Bankcard Addendum to the MSA.

SERVICERS may use any Cardholder data for purposes associated with BANK's role as an Issuer if such Cardholder data is derived from a Card transaction in which the Card used was issued by BANK. Further, in accordance with the Operating Guide, Card Organization Rules and Applicable Law, SERVICERS may participate in sharing Cardholder data among SERVICERS' Affiliates, other financial institutions, regulatory authorities, law enforcement agencies and any other Persons authorized by the Card Organization Rules and Applicable Law. In addition, SERVICERS may participate in sharing Cardholder data with any Card Organization or its designee at the request of that Card Organization.

19.2 SERVICERS will keep confidential, in accordance with Applicable Law and the Card Organization Rules, any information received by SERVICERS from CUSTOMER or CUSTOMER's agents regarding CUSTOMER's use of the Services, including any relationship and transaction information; provided, that SERVICERS may disclose such information (i) to Persons to the extent necessary to provide the Services, (ii) SERVICERS' respective auditors and attorneys (internal and external) and regulators, (iii) as required or permitted by Applicable Law and (iv) to SERVICERS' respective Affiliates as SERVICERS deem appropriate. CUSTOMER acknowledges and agrees that any of information obtained by SERVICERS may be shared with SERVICERS' respective Affiliates, who have a need-to-know, in connection with the provision of the Services, as long as such Affiliates are under obligation to treat such information with the same degree of care as required of SERVICERS.

20. **Examinations, Audits and Corrective Action.**

20.1 SERVICERS' Rights. SERVICERS or their respective designees will have the right, during the term of this Bankcard Addendum and for one (1) year thereafter, upon reasonable advance written notice and during normal business hours, to conduct a review of the books, records, operations and Merchant Equipment of CUSTOMER, Merchant Providers and CUSTOMER's other third party service providers to determine or to verify CUSTOMER's and their compliance with CUSTOMER's obligations under this Bankcard Addendum.

20.2 Card Organization and Investigation. CUSTOMER will, upon reasonable prior written notice from SERVICERS and as directed by any Card Organization, permit any Person acceptable to that Card Organization to examine and audit the records, operations and Merchant Systems relevant to such Card Organization. The scope, standards and frequency of the examinations and audits will be determined by the Card Organization requesting it. The results, including, but not limited to any written reports of such examinations and audits, must be made available to the Card Organization requesting it and SERVICERS. All expenses related to such examinations and audits will be paid by CUSTOMER.

20.3 Remediation. CUSTOMER must promptly take corrective action acceptable to SERVICERS and the Card Organizations to rectify (i) any failure to comply with this Bankcard Addendum or any problem identified in any report, examination or audit that

could reasonably be expected to have an adverse impact on SERVICERS, Issuers, Card Organizations or Cardholders and (ii) any control deficiencies identified in such report.

20.4 Regulatory Agencies. Notwithstanding anything to the contrary in Section 13 of the MSA and Sections 19 and 26 of this Bankcard Addendum, CUSTOMER agrees to provide reasonable access to Merchant Systems and CUSTOMER's facilities and records and those of Merchant Providers during normal business hours for examination purposes to any state or federal agencies with jurisdiction over SERVICERS or any Card Organization, upon SERVICERS' prior written request.

21. **Assignment.**

21.1 Any transfer or assignment of this Bankcard Addendum by CUSTOMER without SERVICERS' prior written consent, by operation of law or otherwise, is voidable at either SERVICER'S sole discretion. In the event of such transfer or assignment, the party to whom the Bankcard Addendum was transferred or assigned shall be bound to the terms and conditions of this Bankcard Addendum to the same extent as if SERVICERS and such assignee or transferee, as the case may be, entered into an agreement identical to this Bankcard Addendum on the effective date of such transfer or assignment. Furthermore, CUSTOMER shall indemnify and hold SERVICERS harmless from all liabilities, Chargebacks, expenses, costs, fees and fines arising in connection with such transferee's or assignee's, as the case may be, submission of Card transactions to SERVICERS for processing. For purposes of this Bankcard Addendum, any transfer of voting control of CUSTOMER or its parent shall be considered an assignment or transfer hereof.

21.2 Upon notice to CUSTOMER, another Visa and MasterCard member may be substituted for BANK under whose sponsorship this Bankcard Addendum is performed. Upon substitution, such other Visa and MasterCard member shall be responsible for all obligations required of BANK, including without limitation, as may be expressly required by applicable Card Organization Rules. Subject to Card Organization Rules, SERVICERS may assign or transfer this Bankcard Addendum and their respective rights and obligations hereunder and may delegate their respective duties hereunder, in whole or in part, to any Person, whether in connection with a change in sponsorship, as set forth in the preceding sentence, or otherwise, without the notice to or consent of CUSTOMER.

21.3 Except as provided in the following sentence, this Bankcard Addendum shall be binding upon permitted successors and assigns and shall inure to the benefit of the parties and their respective permitted successors and assigns. No assignee for the benefit of creditors, custodian, receiver, trustee in bankruptcy, debtor in possession, sheriff or any other officer of a court, or other person charged with taking custody of a party's assets or business, shall have any right to continue or to assume or to assign this Bankcard Addendum.

22. **Term; Events of Default.**

22.1 This Bankcard Addendum and the applicable Schedules shall become effective upon the date this Bankcard Addendum and the applicable Supplements are signed by BANK, which shall in all instances be on or after the date(s) CUSTOMER and SERVICERS sign this Bankcard Addendum and the applicable Supplements.

22.2 The initial term and any subsequent terms of this Bankcard Addendum shall commence and shall continue in force as described in Subsection 2.1 of the MSA.

22.3 If any of the following events shall occur (each an "Event of Default"):

(i) a material adverse change in the business, financial condition, business procedures, products or services of CUSTOMER; or

(ii) any assignment or transfer of voting control of CUSTOMER or its parent; or

(iii) a sale of all or a substantial portion of CUSTOMER's assets; or

(iv) irregular Card sales by CUSTOMER, excessive Chargebacks or any other circumstances which, in SERVICERS' sole discretion, may increase SERVICERS' exposure for CUSTOMER's Chargebacks or otherwise presents a financial or security risk to SERVICERS; or

(v) any representation, warranty or covenant of CUSTOMER in this Bankcard Addendum is breached in any material respect or was or is incorrect in any material respect when made or deemed to be made; or

(vi) CUSTOMER shall default in any material respect in the performance or observance of any term, covenant, condition or agreement contained in this Bankcard Addendum, including, without limitation, the establishment or maintenance of funds in a Reserve Account, as detailed in Section 23, or the Information Security requirements as detailed in Section 26;

(vii) CUSTOMER shall default in any material respect in the performance or observance of any term, covenant or condition contained in any agreement with any respective Affiliate of SERVICERS, including, but not limited to, any agreement governing check guarantee or check verification services; or

(viii) CUSTOMER shall default in the payment when due, whether upon maturity or otherwise, of any material indebtedness for borrowed money or any material trade payable; or

(ix) CUSTOMER shall: commence a voluntary case under the Bankruptcy Code; file a petition seeking to take advantage of any other laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding up or entry into a composition agreement or similar arrangement for adjustment of debts; consent to or fail to contest in a timely and appropriate manner any petition filed against it in an involuntary case under such bankruptcy laws or other laws; apply for or consent to, or fail to contest in a timely and appropriate manner, the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of a substantial part of its property, domestic or foreign; generally become unable to pay its debts or trade obligations as they become due; make a general assignment for the benefit of creditors; or take any corporate action for the purpose of authorizing any of the foregoing; or

(x) a case or other proceeding shall be commenced against CUSTOMER, in any court of competent jurisdiction seeking relief under the Bankruptcy Code or under any other laws, domestic or foreign, relating to bankruptcy,

insolvency, reorganization, winding up or adjustment of debts, the appointment of a trustee, receiver, custodian, liquidator or the like of CUSTOMER, or of all or any substantial part of the assets, domestic or foreign, of CUSTOMER, and such case or proceeding shall continue undismissed or unstayed for a period of sixty (60) consecutive days, or an order granting the relief requested in such case or proceeding against CUSTOMER (including, but not limited to, an order for relief under the Bankruptcy Code) shall be entered; or

(xi) the independent certified accountants retained by CUSTOMER shall refuse to deliver an unqualified opinion with respect to the annual financial statements of CUSTOMER and its consolidated subsidiaries;

then, upon the occurrence of (1) an Event of Default specified in subparagraphs (iv), (vi), (ix) or (x) above, SERVICERS may consider this Bankcard Addendum to be terminated immediately, without notice, and all amounts payable hereunder by CUSTOMER to SERVICERS shall be immediately due and payable in full without demand or other notice of any kind, all of which are expressly waived by CUSTOMER, and (2) any other Event of Default, this Bankcard Addendum may be terminated by SERVICERS by giving not less than ten (10) days' notice to CUSTOMER, and upon such notice all amounts payable hereunder by CUSTOMER to SERVICERS shall be due and payable on demand.

If any of the following events shall occur (each an "Event of Default"):

(i) a material adverse change in the business, financial condition, business procedures, products or services of SERVICERS; or

(ii) any assignment or transfer of voting control of SERVICERS or its parent; or

(iii) a sale of all or a substantial portion of SERICERS' assets; or

(iv) any representation, warranty or covenant of SERVICERS in this Bankcard Addendum is breached in any material respect or was or is incorrect in any material respect when made or deemed to be made; or

(v) SERVICERS shall default in any material respect in the performance or observance of any term, covenant, condition or agreement contained in this Bankcard Addendum;

(vi) SERVICERS shall: commence a voluntary case under the Bankruptcy Code; file a petition seeking to take advantage of any other laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding up or entry into a composition agreement or similar arrangement for adjustment of debts; consent to or fail to contest in a timely and appropriate manner any petition filed against it in an involuntary case under such bankruptcy laws or other laws; apply for or consent to, or fail to contest in a timely and appropriate manner, the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of a substantial part of its property, domestic or foreign; generally become unable to pay its debts or trade obligations as they become due; make a general assignment for the benefit of creditors; or take any corporate action for the purpose of authorizing any of the foregoing; or

(x) a case or other proceeding shall be commenced against SERVICERS, in any court of competent jurisdiction seeking relief under the Bankruptcy Code or under any other laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding up or adjustment of debts, the appointment of a trustee, receiver, custodian, liquidator or the like of SERVICERS, or of all or any substantial part of the assets, domestic or foreign, of SERVICERS, and such case or proceeding shall continue undismissed or unstayed for a period of sixty (60) consecutive days, or an order granting the relief requested in such case or proceeding against SERVICERS (including, but not limited to, an order for relief under the Bankruptcy Code) shall be entered; or

then, upon the occurrence of (1) an Event of Default specified in subparagraphs (v), (ix) or (x) above, CUSTOMER may consider this Bankcard Addendum to be terminated immediately, without notice, and all amounts payable hereunder by SERVICERS to CUSTOMER shall be immediately due and payable in full without demand or other notice of any kind, all of which are expressly waived by SERVICERS, and (2) any other Event of Default, this Bankcard Addendum may be terminated by CUSTOMER by giving not less than ten (10) days' notice to SERVICERS, and upon such notice all amounts payable hereunder by SERVICERS to CUSTOMER shall be due and payable on demand.

22.4 Neither the expiration nor termination of this Bankcard Addendum shall terminate the obligations and rights of the parties pursuant to provisions of this Bankcard Addendum which by their terms are intended to survive or be perpetual or irrevocable and such provisions shall survive the expiration or termination of this Bankcard Addendum.

22.5 If any Event of Default shall have occurred and be continuing, SERVICERS may, in their sole discretion, exercise all of their rights and remedies under Applicable Law, including, without limitation, exercising their rights under Section 23.

22.6 This Bankcard Addendum also may be terminated by SERVICERS prior to the then-current expiration date upon at least 90 days' advance written notice, if CUSTOMER's Card transactions fail to conform to the volume or average transaction size representations as set forth in the Supplements.

22.7 This Bankcard Addendum also may be terminated by SERVICERS without notice or penalty, if in their sole discretion, such termination is necessary for SERVICERS to comply with their obligations under any Applicable Law, rule or regulation including, but not limited to, the Office of Foreign Assets Control ("OFAC") Regulations and Card Organization Rules. SERVICERS' termination of this Bankcard Addendum pursuant to this Subsection 22.7 shall not be deemed a breach of contract by SERVICERS.

22.8 If this Bankcard Addendum is terminated for cause, CUSTOMER acknowledges that SERVICERS may be required to report CUSTOMER's business name and the names and other identification of its principals to the terminated merchant files maintained by the Card Organizations. CUSTOMER expressly agrees and consents to such reporting in the event CUSTOMER is terminated as a result of the occurrence of an Event of Default or for any reason specified as cause by a Card Organization. Furthermore, CUSTOMER agrees to waive and hold SERVICERS harmless from and against, any and all claims which CUSTOMER may have as a result of such reporting.

22.9 In addition to the provisions of the MSA that survive termination, the terms and provisions governing CUSTOMER's obligations and liabilities and SERVICERS' rights regarding the following matters will survive termination until all these matters are resolved or settled and all amounts owed to SERVICERS regarding these matters are fully paid: (i) processing and settlement of Card transactions, Sales Drafts and Credit Drafts, (ii) adjustments, (iii) all amounts due SERVICERS under this Bankcard Addendum, (iv) the resolution of any Chargebacks, disputes or other issues involving Card transactions, (v) Compromised Data Events and (vi) all SERVICERS' rights regarding CUSTOMER's breach of any of its agreements, representations, warranties, covenants or other obligations under this Bankcard Addendum. In addition to the above and any terms and provisions which by their terms or nature survive termination, the terms and provisions of Sections 9, 14 through 21, inclusive, 23 through 27, inclusive, Subsection 22.7 and this Subsection 22.9 shall survive any termination of this Bankcard Addendum. Upon termination of this Bankcard Addendum, CUSTOMER agrees to immediately send SERVICERS all the data relating to Card transactions made up to the date of termination.

22.10 After termination of this Bankcard Addendum for any reason whatsoever, CUSTOMER shall continue to bear total responsibility for all Chargebacks, fees, credits and adjustments resulting from Card transactions processed pursuant to this Bankcard Addendum and all other amounts then due or which thereafter may become due to SERVICERS under this Bankcard Addendum or which may be due to SERVICERS before or after such termination to either SERVICERS or any of SERVICERS' respective Affiliates for any related equipment or related services.

23. **Reserve Account; Security Interest.**

23.1 CUSTOMER expressly authorizes SERVICERS to establish a Reserve Account pursuant to the terms and conditions set forth in this Section 23. The initial amount of such Reserve Account shall be set by SERVICERS, in their sole discretion, based upon CUSTOMER processing history and the anticipated risk of loss to SERVICERS.

23.2 The Reserve Account shall be fully funded upon three days' notice to CUSTOMER, or in instances of fraud or an Event of Default, Reserve Account funding may be immediate. Such Reserve Account may be funded by all or any combination of the following: (i) one or more debits to CUSTOMER's Settlement Account or any other accounts held by BANK or any of its Affiliates; (ii) one or more deductions or off sets to any payments otherwise due to CUSTOMER; (iii) CUSTOMER's delivery to SERVICERS of a letter of credit; or (iv) if SERVICERS so agree, CUSTOMER's pledge to SERVICERS of a freely transferable and negotiable certificate of deposit. Any such letter of credit or certificate of deposit shall be issued or established by a financial institution acceptable to SERVICERS and shall be in a form satisfactory to SERVICERS. In the event of termination of this Bankcard Addendum by either CUSTOMER or SERVICERS, an immediate Reserve Account may be established without notice in the manner provided above. Any Reserve Account will be held by BANK for the greater of ten months after termination of this Bankcard Addendum or for such longer period of time as is consistent with BANK's liability for Card transactions in accordance with Card Organization Rules. CUSTOMER's funds held in a reserve account may be held in a commingled Reserve Account for the reserve funds of BANK's customers, without involvement by an independent escrow agent. SERVICERS will hold funds pursuant to this Section 23 in master account(s) with your funds allocated to separate sub accounts.

23.3 If CUSTOMER's funds in the Reserve Account are not sufficient to cover the Chargebacks, adjustments, fees and other charges due from CUSTOMER, or if the funds in the Reserve Account have been released, CUSTOMER agrees to promptly pay SERVICERS such sums upon request. In the event of a failure by CUSTOMER to fund the Reserve Account, SERVICERS may fund such Reserve Account in the manner set forth in Subsection 23.2 above.

23.4 To secure CUSTOMER's performance of CUSTOMER's obligations under this Bankcard Addendum, and any other agreement for the provision of related equipment or related service CUSTOMER grants SERVICERS security interests in each transaction and its proceeds, the Settlement Account, the Reserve Account and any other depository, reserve or bank account held by CUSTOMER with SERVICERS, the Settlement Account at any other financial institution, whether now existing or established in the future, and in the balances and proceeds of all those accounts, any funds due CUSTOMER from SERVICERS and any of CUSTOMER's property held by SERVICERS and SERVICERS' respective Affiliates. SERVICERS may enforce these security interests without notice or demand to the extent permitted by the Card Organization Rules and Applicable Law. The security interests granted under this Bankcard Addendum will survive the termination of this Bankcard Addendum until all CUSTOMER's obligations are irrevocably paid and performed in full. In addition, CUSTOMER's assent to the terms of this Bankcard Addendum will be considered CUSTOMER's agreement to obtain and execute an appropriate control agreement, pursuant to Article 9 of the Uniform Commercial Code, among CUSTOMER, SERVICERS and any other financial institution, under which agreement SERVICERS, CUSTOMER and that other financial institution agree to the disposition of funds in the Settlement Account, the Reserve Account or any other account or property subject to the security interest in this Bankcard Addendum without further consent by CUSTOMER, provided that such agreement will not obligate CUSTOMER to pay additional fees to SERVICERS. In addition to any rights now or hereafter granted under Applicable Law and not by way of limitation of any such rights, SERVICERS are hereby authorized by CUSTOMER at any time and from time to time, without notice or demand to CUSTOMER or to any other Person (any such notice and demand being hereby expressly waived), to set off, recoup and to appropriate and to apply any and all such funds against and on account of CUSTOMER's obligations to SERVICERS and their respective Affiliates under this Bankcard Addendum and any other agreement with SERVICERS or any of SERVICERS' respective Affiliates for any related equipment or related services (including any check guarantee and check verification services), whether such obligations are liquidated, unliquidated, fixed, contingent, matured or unmatured.

24 **Indemnification.** In addition to the indemnity obligations set forth in Section 4 of the MSA, subject to the limitations and immunities provided by NRS Chapter 41, CUSTOMER agrees to indemnify and hold harmless SERVICERS from and against all losses, liabilities, damages and expenses resulting from any breach of any representation, warranty, covenant, provision of this Bankcard Addendum or any misrepresentation by CUSTOMER under this Bankcard Addendum, or arising out of any

gross negligence or willful misconduct of CUSTOMER, its employees, or agents in connection with CUSTOMER's Card transactions or otherwise arising from CUSTOMER's provision of goods and services to Cardholders.

25. **Liquidated Damages.**

25.1 The parties further agree and acknowledge that, in addition to any remedies contained herein or otherwise available under Applicable Law and, notwithstanding anything to the contrary elsewhere in this Bankcard Addendum, if (i) CUSTOMER breaches this Bankcard Addendum by improperly terminating it prior to the expiration of the applicable term of the Bankcard Addendum, or (ii) this Bankcard Addendum is terminated prior to the expiration of the applicable term of the Bankcard Addendum in accordance with, and due to, an Event of Default by CUSTOMER specified in Subsection 22.3, then SERVICERS will suffer a substantial injury that is difficult or impossible to accurately estimate. Accordingly, in an effort to liquidate in advance the sum that should represent the damages which would actually be sustained by SERVICERS as the result of such a termination, the parties have agreed that the amount calculated in the manner specified below is a reasonable pre-estimate of SERVICERS' probable loss, which shall be paid to SERVICERS as liquidated damages in the event of any such termination. Any recovery pursuant to this Section 25 shall in no way limit SERVICERS' right to receive any payments due from CUSTOMER pursuant to Section 14. Such liquidated damages shall be paid to SERVICERS within 15 days after CUSTOMER's receipt of SERVICERS' calculation of the amount due. The liquidated damages amount shall equal 80% of the product of (a) the average net monthly fees, as determined in accordance with Subsection 25.2, and (b) the number of months, including any pro rata portion of a month, then remaining in the initial term or any renewal term, as applicable.

25.2 The average net monthly fees shall equal one-twelfth of the gross fees payable pursuant to the Supplements, less applicable interchange fees and assessments due pursuant to this Bankcard Addendum, during the 12 months immediately preceding the date on which (i) SERVICERS receive notice from CUSTOMER of its intention to terminate this Bankcard Addendum early, or (ii) SERVICERS learn of CUSTOMER's early termination in violation of this Bankcard Addendum, or (iii) this Bankcard Addendum is terminated early pursuant to subsection 22.3 (whichever produces the higher amount); provided, however, if the Bankcard Addendum has been in place less than 12 months, the estimated average net monthly fees shall equal the aggregate gross fees paid hereunder by CUSTOMER, divided by the number of months the Bankcard Addendum was effective.

25.3 Liquidated Damages as defined herein shall not apply to any automatic renewal period.

26. **Information Security.**

26.1 Data Protection. CUSTOMER must, and must ensure that Merchant Providers, have proper security measures in place for the protection of Cardholder data, and comply with the Data Security Standards adopted by the PCI Security Standards Council, LLC.(as amended, the "**PCI DSS**"), which may be reflected in the Visa Cardholder Information Security Program ("**CISP**"), the MasterCard Site Data Protection Program ("**SDP**") and Discover Network's Information and Security Compliance ("**DISC**"), in addition to all other Card Organization Rules, now or in the future. Additional information regarding the CISP, SDP programs and DISC is available at the Visa web site, www.visa.com/cisp, the MasterCard web site, www.mastercard.com/banksdp/, Discover Network's web site, www.DiscoverNetwork.com/fraudsecurity/disc.html, and at the PCI DSS web site: http://www.PCISecurityStandards.Org, as those links may be updated by such parties, respectively, from time to time. In addition, when available, CUSTOMER must use only services and Merchant Equipment that have been certified as PCI DSS compliant by the Card Organizations. CUSTOMER must have written agreements with Merchant Providers requiring such compliance. CUSTOMER is responsible for demonstrating CUSTOMER's and Merchant Providers' compliance with the CISP, SDP, DISC, and PCI DSS programs and providing SERVICERS or SERVICERS' designee with reasonable access to CUSTOMER's Locations and facilities, and ensuring that Merchant Providers provide reasonable access to their facilities, to verify CUSTOMER's and Merchant Providers' ability to prevent security violations.

26.2 Controls. CUSTOMER must, and must ensure that all Merchant Providers, have, maintain, and use at all times proper controls as specified in the Card Organization Rules and Applicable Law for secure storage of, limited access to, and rendering unreadable prior to discarding, all records containing Cardholder data, Card imprints and Cardholder signatures. CUSTOMER must not retain or store magnetic stripe or PIN data after a transaction has been authorized. If CUSTOMER stores any electronically captured Cardholder signature, CUSTOMER may reproduce such signature only upon SERVICERS' request.

26.3 Costs. In addition to CUSTOMER's obligations as set forth in Section 4 of the MSA and Sections 14 and 24 of this Bankcard Addendum, if CUSTOMER or a Merchant Provider (or other Person used by CUSTOMER) is determined by any Card Organization, regardless of any forensic analysis or report, to be the likely source of any loss, disclosure, theft or compromise of Cardholder data or Card transaction information (together, "**Compromised Data Event**") and regardless of CUSTOMER's belief that CUSTOMER has complied with the Card Organization Rules and Applicable Law or any other security precautions and is not responsible for the Compromised Data Event, CUSTOMER must promptly pay SERVICERS for all related expenses, claims, assessments, fines, losses, costs, and penalties and Issuer reimbursements imposed by the Card Organizations against SERVICERS (together, "**Data Compromise Losses**").

26.4 Issuer Costs. In addition to CUSTOMER's obligations in Section 4 of the MSA and Sections 14 and 24 and Subsection 26.3 of this Bankcard Addendum, CUSTOMER must pay SERVICERS promptly for all expenses and claims made by Issuers against SERVICERS alleging CUSTOMER's responsibility for the loss, disclosure, theft or compromise of Cardholder data or transaction data, apart from any claim procedures administered by the Card Organizations.

26.5 Compromised Data Event Appeals. If SERVICERS are allowed under the Card Organization Rules to contest or appeal any claim of an Issuer, or any amount assessed by a Card Organization against SERVICERS, which CUSTOMER is obligated to pay under this Section 26, CUSTOMER will be given the opportunity to advise whether CUSTOMER wishes SERVICERS to contest or appeal the claim, assessment, penalty or fine. The decision to contest or appeal will be in SERVICERS' reasonable discretion,

and if CUSTOMER asks SERVICERS to contest or appeal, all related costs will be paid by CUSTOMER. Any amount returned to SERVICERS as a result of the contest or appeal will be promptly refunded to CUSTOMER.

26.6 Notice of Data Breach. CUSTOMER will (i) immediately notify SERVICERS of any suspected, alleged or confirmed Compromised Data Event, regardless of the source, including any from any Merchant Provider, and (ii) engage, at CUSTOMER's expense, a certified forensic vendor acceptable to SERVICERS and the Card Organizations no later than the time required by a Card Organization, which may be no longer than 24 hours following CUSTOMER's suspected or actual discovery of that Compromised Data Event. If required by a Card Organization, SERVICERS will engage a forensic vendor approved by a Card Organization at CUSTOMER's expense. CUSTOMER must cooperate with the forensic vendor so that it may immediately conduct an examination of Merchant Equipment, Merchant Systems, and CUSTOMER's and Merchant Providers' procedures and records and issue a written report of its findings. CUSTOMER agrees that upon CUSTOMER's suspected or actual discovery of a Compromised Data Event, CUSTOMER will not alter or destroy any related records. CUSTOMER agrees to maintain complete and accurate documentation regarding any modifications made to the records. CUSTOMER will share with SERVICERS information related to CUSTOMER's or any Card Organization's investigation related to any actual or suspected Compromised Data Event (including, but not limited to, forensic reports and systems audits), and SERVICERS may share that information with Card Organizations.

26.7 System Scans. Upon notice to CUSTOMER, SERVICERS or SERVICERS' respective representatives may conduct remote electronic scans of Merchant Systems, similar to those conducted under the PCI DSS, to confirm compliance with the requirements of the PCI DSS and similar requirements of the Card Organizations. CUSTOMER must promptly cooperate with SERVICERS to facilitate the scans.

26.8 SERVICER Requirements. SERVICERS must comply with all applicable Card Organization Rules, including without limitation, those related to PCI DSS. SERVICERS may in their sole discretion, suspend or terminate Services under this Bankcard Addendum for any Compromised Data Event.

27. **Notices**

The notice address for BAMS shall be as set forth in Section 16 of the MSA; the notice address for BANK shall be: 1231 Durrett Lane, Louisville, KY 40213, Attention: Operations Manager, with a copy to BANK's Legal Department-Merchant Services Group, at Bank of America, N.A., Bank of America Plaza, 101 South Tryon Street, Mail Code: NC1-002-29-01, Charlotte, North Carolina, 28255-0001; Facsimile: 704-719-5308.

28. **Card Organization Disclosure**

Member Bank Information: Bank of America, NA

The BANK's mailing address is 1231 Durrett Lane, Louisville, KY 40213
and its phone number is 800-430-7161.

Important Member Bank Responsibilities

(a) The BANK is the only entity approved to extend acceptance of Visa and MasterCard products directly to a Merchant
(b) The BANK must be a principal (signer) to this Bankcard Addendum.
(c) The BANK is responsible for educating Merchants on pertinent Card Organization Rules with which Merchants must comply; but this information may be provided to CUSTOMER by BANK.
(d) The BANK is responsible for and must provide settlement funds to the CUSTOMER in accordance with the terms of this Bankcard Addendum.
(e) The BANK is responsible for all funds held in reserve that are derived from settlement.

Important Merchant Responsibilities

(a) Ensure compliance with Cardholder data security and storage requirements.
(b) Maintain fraud and Chargebacks below Card Organization thresholds.
(c) Review and understand the terms of the Bankcard Addendum.
(d) Comply with Card Organization Rules.

The parties hereto have caused this Bankcard Addendum to be executed by their duly authorized officers. **THIS BANKCARD ADDENDUM IS NOT BINDING UPON SERVICERS UNTIL SIGNED BY SERVICERS.**

CITY OF LAS VEGAS
("CUSTOMER")

By:_____

Name: Mark Vincent
(Please Print or Type)

Title: Chief Financial Officer

Date:_____

BANC OF AMERICA MERCHANT SERVICES, LLC
("BAMS")

By:_____

Name:_____
(Please Print or Type)

Title:_____

Date:_____

BANK OF AMERICA, N.A.
("BANK")

By: BANC OF AMERICA MERCHANT SERVICES, LLC, PURSUANT TO A LIMITED POWER OF ATTORNEY

Name:_____
(Please Print or Type)

Title:_____

Date:_____

ANNEX 1

The following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

"**Acquirer**" means Bank, in the case of MasterCard, Visa and certain debit Card transactions, and Processor, in the case of Discover Network Card transactions.

"**Affiliate**" means a Person that, directly or indirectly, (i) owns or controls a party to this Bankcard Addendum or (ii) is under common ownership or control with a party to this Bankcard Addendum.

"**Agreement**" means, collectively, the MSA, this Bankcard Addendum (including the Supplements) and the Operating Guide, as each may be amended from time to time.

"**Applicable Law**" means all federal, state and local statutes, ordinances, laws, regulations and executive, administrative and judicial orders applicable to this Bankcard Addendum, the transactions or other matters contemplated under this Bankcard Addendum (including, without limitation, the rules and regulations promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury), and all amendments thereto; and with respect to Bank, also guidance by its financial institution regulators.

"**Authorization**" means an approval by, or on behalf of, the Issuer to validate a Card transaction. An Authorization indicates only the availability of the Cardholder's credit limit or funds at the time the Authorization is requested.

"BAMS Software" means Software licensed to CUSTOMER by BAMS, including any third party Software BAMS sublicensed to CUSTOMER.

"**BAMS Systems**" means any and all Card-related information reporting, operating and processing systems used by BAMS or Persons on BAMS' behalf, including, without limitation, hardware, BAMS Software, related documentation, technical formats and specifications, technical and business information related to inventions, present and future products and product lines, intellectual property, know-how, and any other information that is identified as BAMS' systems, whether owned by BAMS or Persons used by BAMS.

"**Bankruptcy Code**" means title 11 of the United States Code, as amended from time to time.

"**Billable Transactions**" include: purchases, returns, declines, reversals, Terminal balancing totals and authorizations.

"**Business Day**" means a day (other than Saturday or Sunday) on which SERVICERS are generally open for business.

"**Card**" - See either Credit Card or Debit Card.

"**Cardholder**" means a Person whose name is embossed on the Card and any authorized user of such Card.

"**Card Organization**" means any entity formed to administer and promote Cards, including Visa U.S.A., Inc. ("Visa"), MasterCard International Incorporated ("MasterCard") and DFS Services LLC ("Discover Network"), and any applicable Debit Networks

"**Card Organization Rules**" means the rules, regulations, releases, interpretations and other requirements (whether contractual or otherwise) imposed or adopted by any Card Organization and related authorities, including without limitation, those of the PCI Security Standards Council, LLC and the National Automated Clearing House Association (including, with respect to EBT, the Quest Operating Rules and with respect to PIN debit Cards, the rules, regulations, policies and procedures of the applicable Debit Network).

"**Chargeback**" means a Card transaction (or disputed portion thereof) that is returned to SERVICERS by the Issuer, the liability of which is the CUSTOMER's responsibility.

"**Credit Card**" means a valid device bearing Organization the Mark of Visa, MasterCard or Discover Network and authorizing the Cardholder to buy goods or services on credit and, to the extent the Supplements so provide, a valid device authorizing the Cardholder to buy goods or services on credit and issued by any other Card Organization specified on such Supplements.

"**Credit Draft**" means a document evidencing the return of merchandise by a Cardholder to CUSTOMER, or other refund or price adjustment made by the CUSTOMER to the Cardholder, whether electronic, paper or some other form, all of which must conform to Card Organization Rules and Applicable Law.

"**Debit Card**" - See either PIN Debit Card or Non-PIN Debit Card.

"**Debit Network**" means the telecommunications and processing system of a shared electronic funds transfer network.

"Discount Rate" means a percentage rate and/or amount charged a merchant for processing its qualifying daily Credit Card and Non-PIN Debit Card transactions, as further described in Subsection 14.1 of this Bankcard Addendum and in the Fee Schedule. Transactions that fail to meet applicable interchange requirements will be charged additional amounts as set forth in Subsection 14.1 of this Bankcard Addendum and the Fee Schedule.

"**Electronic Benefits Transfer**" ("EBT") means the electronic transfer of government benefit funds to individuals through the use of Card technology with point of sale terminals, as further described in the applicable Addenda.

"**EBT Network**" means a shared electronic funds transfer network that is used by its members to assist government agencies in the distribution of benefits to eligible Recipients, whether such benefits are for the delivery of services or the transfer of funds or information.

"**Electronic Commerce Transaction**" ("ECT") means a Card transaction that occurs on the Internet, as further described in Section 7.

"**Fee Schedule**" means the fee schedules provided with this Bankcard Addendum, including, without limitation, Schedule A and any attachments thereto, and all additions or changes SERVICERS make to them, whether contained in updated versions or in separate communications.

"**Issuer**" means the Card Organization or its financial institution member that has provided a Card presented to CUSTOMER by a Cardholder for a Card transaction.

"**Location**" means a physical location, internet address, division, processing method or business activity for which (i) CUSTOMER has requested and SERVICERS have approved the assignment of a unique merchant account number or (ii) SERVICERS have otherwise determined a unique merchant account number is required and have assigned it.

"**Merchant Equipment**" means any and all equipment CUSTOMER uses in connection with Card authorization, clearing, completing, settling, transmitting or other related processing, including, without limitation, all telecommunication lines and wireless connections and Software (excluding BAMS Software), Purchased Equipment and Merchant Systems, point-of-sale terminals, card readers, merchandise and card scanners, printers, PIN pad devices and other hardware, whether owned by CUSTOMER, Merchant Providers or other Persons used by CUSTOMER.

"**Merchant Provider**" means any Person engaged by CUSTOMER to provide services to CUSTOMER involving or relating to (i) access to Cardholder data, transaction data or information related to either Cardholder data or transaction data or (ii) PIN encryption, including without limitation, Encryption Service Organizations (ESOs).

"**Merchant Systems**" means any and all Card acceptance and processing systems used by CUSTOMER (except BAMS Systems), including, without limitation, Software (except BAMS Software), related documentation, technical formats and specifications, technical and business information related to inventions and present and future products and product lines, intellectual property, know-how, and any other information that is identified as CUSTOMER's systems, whether owned by CUSTOMER or Merchant Providers or other Persons used by CUSTOMER.

"**Non-PIN Debit Card**" means a device with a Visa, MasterCard or Discover Network Mark that is tied to a Cardholder's bank account or a prepaid account and which is processed without the use of a PIN.

"**Operating Guide**" means the then-current manual prepared by SERVICERS, containing operational procedures, instructions and other directives relating to Card transactions, as amended from time to time.

"**Person**" means a third party individual or entity, other than the CUSTOMER, BAMS or Bank.

"**PIN**" means the Personal Identification Number used by a Cardholder to complete a PIN debit Card transaction.

"**PIN Debit Card**" means a device bearing the Marks of ATM networks (such as NYCE or Star) used at a Location by means of a Cardholder-entered PIN in the merchant PIN Pad.

"**Pre-Authorized Order**" means any Card transaction permitted by this Bankcard Addendum for which a Cardholder provides CUSTOMER advance permission to charge the Cardholder's Card for recurring sales, delayed delivery orders or other preauthorized orders.

"**Purchased Equipment**" means any and all Merchant Equipment sold to CUSTOMER by BAMS (or its applicable Affiliate) pursuant to this Bankcard Addendum or any Supplement.

"**Reserve Account**" means an account established and funded at SERVICERS' request or on CUSTOMER's behalf, pursuant to Section 23 of this Bankcard Addendum.

"**Sales Draft**" Evidence of a purchase, rental or lease of goods or services by a Cardholder from, and other payments to, Client using a Card, including preauthorized orders and recurring transactions (unless the context requires otherwise); regardless of whether the form of such evidence is in paper or electronic form or otherwise, all of which must conform to Card Organization Rules and applicable law.

"**Settlement Account**" means an account or accounts at a financial institution designated by CUSTOMER as the account to be debited and credited by SERVICERS for Card transactions, fees, Chargebacks and other amounts due hereunder or in connection herewith (e.g., fines, penalties, attorneys' fees, etc.).

"**Software**" means any and all software, computer programs, related documentation, technology, knowhow and processes embodied in or provided in connection with Card authorization, clearing, completing, settling, transmitting or other related processing, whether equipment, PC, server or Internet based.

"**Terminal**" means a device placed in a Location which is connected to the BAMS Systems via telephone lines and is designed to authorize, record and transmit settlement data by electronic means for all sales Card transactions.

Schedule A to Merchant Services Bankcard Addendum
Fee Schedule

Capitalized terms not defined above are defined in the Merchant Services Bankcard Addendum ("**Bankcard Addendum**") to which this Schedule A is attached.

1. **Bankcard Fees (per transaction):** $0.11

(a) The Bankcard Service Fee of $0.11 per Visa and/or MasterCard transaction. Sales plus Interchange and Assessments will be charged daily and is based on:

(i) An average ticket of $85.00 and
(ii) An annual bankcard volume of $30,000,000; and
(iii) Each of CUSTOMER's transactions qualifying for Visa CPS Retail and MasterCard Domestic Merit III interchange levels. If any of CUSTOMER's MasterCard and Visa transactions qualify for different interchange levels than those stated above, CUSTOMER will be charged the rate for that interchange level, which will appear separately on the merchant account statement, plus the difference between that rate and the interchange rate for which the transaction actually qualifies (the "Non-Qualified Interchange Fee", also referred to as the "Non-Qualified Interchange Rate"), according to the Non-Qualified Rate Schedule, plus the Non-Qualified Surcharge; the Non-Qualified Interchange Fee and the Non-Qualified Surcharge will appear in the form of one entry as "Billback" and may include additional information.

(b) The qualifying criteria set forth in Attachment I annexed hereto may be changed from time to time as mandated by the Associations.

(c) Each contract year of the term of this MSA, CUSTOMER shall be responsible for maintaining a minimum transaction volume of 300,000 bankcard transactions per year (the "Minimum"). All transactions performed under this MSA shall be aggregated towards attainment of the Minimum. In the event, during any contract year, CUSTOMER's actual aggregate transaction volume is insufficient to meet the Minimum, SERVICERS shall bill and CUSTOMER hereby agrees to pay, the applicable transaction fee, multiplied by the Shortfall. For the purposes of this Section, "Shortfall" shall mean "the difference between CUSTOMER's actual annual aggregate transaction volume and the Minimum. The Minimum shall only include Billable Transactions. Billable Transactions include: purchases, returns, declines, reversals, Terminal balancing totals and authorizations.

2. **Discover Network Processed Cards Fees:**

Interchange Plus:		
Discover Network Credit Transaction Fee	**(170)**	**$0.11 (IP)**
Discover Network Debit Transaction Fee	**(964)**	**$0.11 (IP)**

3. **Additional Services Fees (per item):**

APPLICATION FEE	**$0.00**
MONTHLY SERVICE FEE - Per Outlet	**$0.00**
MONTHLY PAPER STMT FEE - Per Outlet	**$0.00**
MONTHLY MINIMUM FEE - Per Outlet	**$0.00**
CHARGEBACK FEE- Per Chargeback	**$15.00**
BATCH SETTLEMENT FEE	**$0.00**
VOICE AUTHORIZATION FEE- Per Auth	**$0.50**
REPROGRAM FEE- Per Outlet	**$0.00**
DEBIT SETUP FEE - Merchant owned pin pad	**$0.00**
DEBIT SETUP FEE - Sold pinpad	**$0.00**
AVS TRANSACTIONS	**$0.00**
NON QUALIFIED SURCHARGE FEE (BILLBACK) - enter as %	**0.00%**
INTERNET SET-UP FEE	**$0.00**
ANNUAL COMPLIANCE FEE	**$0.00**

4. **Equipment Costs:**

Hypercom T7+ (Dial)	
Terminal Rental Hypercom T7+	$17.25 + tax/month, per unit (minimum 6 month rental)
Terminal Purchase Hypercom T7+	$282.00 + tax, per unit
PIN Pad Rental Hypercom S9	$24.00 + tax/month, per unit (minimum 6 month rental)
PIN Pad Purchase Hypercom S9	$175.00 + tax, per unit
Verifone Vx570 (Dial and IP)	
Terminal Rental Verifone Vx570	$33.00 + tax/month, per unit (minimum 6 month rental)
Terminal Purchase Verifone Vx570	$458.75 + tax, per unit
PIN Pad Rental Verifone 1000SE	$23.00 + tax/month, per unit (minimum 6 month rental)
PIN Pad Purchase Verifone 1000SE	$150.00 + tax, per unit

5. **Card Organization Pass Through Fees:**

In addition to the interchange rates, SERVICERS may pass through to CUSTOMER any fees assessed to SERVICERS by the Card Organizations, including but not limited to, new fees, fines, penalties and assessment imposed by the Card Organizations. These pass through fees include the following:

VISA FEES: The following fees result from charges assessed to SERVICERS from Visa and are subject to increases, decreases and additional new fees imposed by Visa.

VISA ASSESSMENT. 0.0925% of the total dollar amount of all Sales Drafts. Paid by CUSTOMER daily.

VISA KILOBYTE FEE: $0.0025 per kilobyte.

VISA MDEX Access Charge $2,000, $5,000, $8,000 per month/per connection as determined by Visa.

VISA ZERO DOLLAR VERIFICATION FEE: $0.025 assessed on ALL Account Verification messages submitted for $0.00, including both approved and declined, AVS, and SMS account verification messages. Paid by CUSTOMER monthly

VISA ZERO FLOOR LIMIT FEE: $0.10 assessed on all clearing transactions when the Transaction ID on the Authorization does not match the Transaction ID on the Clearing. Fee also applies when Transaction ID is missing altogether. Paid by CUSTOMER monthly.

VISA NETWORK ACQUIRER PROCESSING FEE (NAPF) $0.0195 assessed on all Visa authorizations, including POS Check, to merchants not using Visa's Merchant Direct Exchange (MDEX). Merchants using MDEX shall be assessed $0.0145, shown as an increase to the variable V.I.P. Access Fee. The NAPF fee will not apply to Account Verification messages, pre-authorization requests, Interlink/PLUS PIN Debit, adjustment messages, authorization reversals, and other administrative messages. Paid by CUSTOMER monthly.

VISA AUTHORIZATION SYSTEM MISUSE FEE (MISUSE) $0.045 per authorization that is not followed by a matching Visa clearing (or is not properly reversed in the case of a cancelled/voided transaction) as shown by a matching transaction ID.

VISA INTERNATIONAL SERVICE ASSESMENT FEES (FOR PURCHASE TRANSACTIONS): 0.40% of the source amount on U.S. Acquired Original Purchase transactions when the Issuer Country is different from the Merchant Country. Paid by CUSTOMER daily.

VISA INTERNATIONAL SERVICE ASSESMENT FEES (FOR CASH ADVANCE TRANSACTIONS): 0.40% of the source amount on U.S. Acquired Cash Disbursement transactions when the Issuer Country is different from the Merchant Country. Paid by CUSTOMER daily.

U.S. VISA INTERNATIONAL ACQUIRER FEE (IAF) 0.45% per transaction conducted at U.S. merchant locations with a non-U.S. issued card; or 0.90% for the same, applicable to high-risk merchants in MCCs 5962 (Direct Marketing – Travel-Related Arrangement Services), 5966 (Direct Marketing – Outbound Telemarketing Merchants), and 5967 (Direct Marketing – Inbound Telemarketing Merchants).

LATIN AMERICA CARIBBEAN (LAC) VISA INTERNATIONAL ACQUIRER FEE 0.50% per transaction conducted at LAC merchant locations with a card issued outside merchant country.

ASIA PACIFIC (AP) VISA INTERNATIONAL ACQUIRER FEE 0.60% per transaction conducted at AP merchant locations with a card issued outside merchant country.

VISA PARTIAL AUTHORIZATION NON PARTICIPATION FEE (PANPF) FOR AFD MERCHANTS $0.01 per authorization for Merchants in MCC 5542 (Automated Fuel Dispensers) who are required to support partial authorizations. PANPF is imposed on AFD transactions that do not support partial authorization. This fee was initially effective in April 2008 but was then delayed to allow merchants time to become compliant.

MASTERCARD FEES: The following fees result from charges assessed to SERVICERS from MasterCard and are subject to increases, decreases and additional new fees imposed by MasterCard.

MASTERCARD GATEWAY ACCESS FEE. $0.0025 per MasterCard authorization processed through Visanet. Paid by CUSTOMER monthly.

MASTERCARD ASSESSMENT. 0.095% of the total dollar amount of all Sales Drafts. Paid by CUSTOMER daily.

MASTERCARD KILOBYTE FEE. $0.0035 per Kilobyte.

MASTERCARD CROSS BORDER FEE (US). 0.40% of the total dollar amount of a transaction that is completed at a U.S. merchant location with a non U.S. or a non U.S. Territory issued card. Paid by CUSTOMER daily.

MASTERCARD CROSS BORDER FEE (Asia/Pacific). 0.40% of the total dollar amount of a transaction that is completed in the Asia/Pacific merchant location with a non Asia/Pacific issued card. Paid by CUSTOMER daily.

MASTERCARD CROSS BORDER FEE (Latin America/Caribbean). 0.40% of the total dollar amount of a transaction that is completed in the Latin American/Caribbean merchant location with a non Latin American/Caribbean issued card. Paid by CUSTOMER daily.

MASTERCARD CROSS BORDER FEE (Canada). 0.40% of the total dollar amount of a transaction that is completed at a Canadian merchant location with a non Canadian issued card. Paid by CUSTOMER daily.

Any combination of merchant location and issuer in USA, Puerto Rico, Virgin Islands, Guam, Marshall Islands and Northern Marianna Islands will be exempt from the Cross Border fee. Transaction on a MasterCard branded credit or debit card processed through MasterCard's clearing system in which the cardholder country code differs from the country code of the merchant; applicable to sale/purchase transactions, chargeback re-presentment and reversal transactions.

MASTERCARD ADJUSTED/NON-ADJUSTED FEE. $0.01 on downgraded MasterCard items. Paid by CUSTOMER monthly.

MASTERCARD AQUIRER PROGRAM SUPPORT FEE. $ 0.55% will be charged on all U.S. Region Acquired transactions for Cards issued outside the U.S. Region. Paid by CUSTOMER daily.

MASTERCARD NETWORK ACCESS AND BRAND USAGE (NABU) FEE. $0.0185 per domestic acquired financial detail record. Paid by CUSTOMER daily.

MASTERCARD MIP CONNECTION. $2,000 per month/per connection

DISCOVER NETWORK FEES : The following fees result from charges assessed to SERVICERS from Discover Network and are subject to increases, decreases, and additional new fees imposed by Discover Network.

DISCOVER NETWORK ASSESSMENT. 0.0925% of the total dollar amount of all Sales Drafts. Paid by CUSTOMER daily.

DISCOVER NETWORK INTERNATIONAL PROCESSING FEE 0.30% of the amount of Sales Drafts (Card Sales and Cash Advances). Discover Network shall charge to Acquirers for Card Sales (including Cash Over) and Cash Advances conducted at a Merchant in a country other than the country of domicile of the Issuer of a Card used in the Card Sale or Cash Advance, provided that such fee is not applicable to Card Sales or Cash Advances with JCB or China Unionpay Cards. Paid by CUSTOMER daily.

DISCOVER NETWORK INTERNATIONAL SERVICE FEE 0.45% of amount of Card Sales . Discover Network shall charge to Acquirers for Card Sales (excluding Cash Over) conducted at a Merchant location in the United States where the domicile of the Issuer of the Card used in the Card Sale is a country other than the United States, provided that such fee is not applicable to Card Sales with JCB and China Unionpay Cards. Paid by CUSTOMER daily.

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 1	**Contracting Entity**
Banc of America Merchant Services, LLC	
5565 Glenridge Connector N.E. Atlanta, GA 30342	
800-430-7161	
EIN 90-0496995	

Block 2	**Description**
Subject Matter of Contract/Agreement:	Banking Services
RFP #	RFP# 090056-CW

Block 3 **Type of Business**

☐ Individual ☐ Partnership ☒ Limited Liability Company ☐ Corporation

Block 4 **Disclosure of Ownership and Principals**

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	BAMS Solutions, Inc.	100 N Tryon St, 57th Floor Charlotte, NC 28255	F 704-386-9990
2.	FDS Holdings, Inc.	6200 Quebec St, Suite 320-B Greenwood Village, CO 80111	F 303-967-6615
3.	Rockmount Investments, LLC	5565 Glenridge Connector N.E., Ste 18 Atlanta, GA 30342	F 404-890-2060
4.			
5.			
6.			
7.			
8.			
9.			

[June 2000]

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.

PAULA DUNCAN
NOTARY PUBLIC
STATE OF COLORADO

MY COMMISSION EXPIRES 11-24-2013

Name

4/7/2010

Date

Subscribed and sworn to before me this 7th day of

April, 2010.

Paula Duncan

Notary Public

David Kring
Senior Vice President,
Commercial & Business Banking
Bank of America Merchant Services

[June 2000]

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2010

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

SUBJECT:
Approval of award of Bid No. 10.1730.14-LED, Federal Project No. ARRA-0003(116), Traffic Package 7 located on Durango Drive between I-215 and Elkhorn Road, Washington Avenue and Comstock Drive, Rampart Boulevard and Hillpointe Road, Rancho Drive and Palomino Lane and Vegas Drive and Pueblo Vista Drive and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: SOUTHERN NEVADA PAVING, INC. ($921,454.80 - Road and Flood Capital Projects Fund) - Wards 1, 4, 5 and 6 (Tarkanian, Anthony, Barlow and Ross)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $921,454.80
Funding Source: Road and Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This project consists of traffic signal and roadway improvements at existing signalized and unsignalized intersections. Work includes, but is not limited to, worm islands, driveway striping improvements, new traffic signals, intersection improvements, street light modifications, medians, curbs and other related work. Funding for this project is provided by the American Recovery and Reinvestment Act of 2009 (ARRA).

PCC: L.E. Davis
POC: James S. Austin - (702) 876-6808

RECOMMENDATION:
That City Council approve award of Bid No. 10.1730.14-LED, Federal Project No. ARRA-0003(116), Traffic Package 7 to Southern Nevada Paving, Inc. in the amount of $921,454.80 and approve the construction conflicts and contingency reserve of $92,145. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Bid Abstract

Bid Abstract

10.1730.14-LED
ARRA-0003 (116)
Traffic Package 7

ITEM NO.	DESCRIPTION	U.O.M.	QTY	Southern Nevada Paving, Inc.		Williams Brother, Inc.		NevCal Investors DBA Fast Trac Electric	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
109.01	OWNER CAUSED DELAY ALLOWANCE	DAY	10	$500.00	$5,000.00	$500.00	$5,000.00	$500.00	$5,000.00
109.02	OWNER CAUSED DELAY AMOUNT IN ADDITION TO ALLOWANCE	DAY	10	$50.00	$500.00	$150.00	$1,500.00	$100.00	$1,000.00
200.01	MOBILIZATION AND DEMOBILIZATION	LS	1	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00
202.01	REMOVAL OF ASPHALT PAVEMENT AND BASE	SY	1,131	$22.50	$25,447.50	$4.00	$4,524.00	$18.15	$20,527.65
202.02	REMOVAL OF MEDIAN	SF	4,188	$0.90	$3,769.20	$2.00	$8,376.00	$1.55	$6,491.40
202.03	REMOVAL OF PAVEMENT MARKINGS	LF	1,205	$1.27	$1,530.35	$1.10	$1,325.50	$1.08	$1,301.40
202.04	REMOVAL OF EXISTING CURB	LF	40	$2.65	$106.00	$18.00	$720.00	$8.25	$330.00
202.05	REMOVE CURB AND GUTTER	LF	140	$6.50	$910.00	$5.00	$700.00	$14.12	$1,976.80
202.06	REMOVE CONCRETE SIDEWALK	SF	750	$2.25	$1,687.50	$1.20	$900.00	$1.60	$1,200.00
202.07	REMOVE AND RELOCATE BUS STOP	EA	1	$750.00	$750.00	$9.00	$9.00	$1,000.00	$1,000.00
212.01	REMOVAL AND REPLACEMENT OF LANDSCAPING	LS	1	$12,000.00	$12,000.00	$4,793.00	$4,793.00	$20,000.00	$20,000.00
213.01	REMOVAL AND REPLACEMENT OF IRRIGATION AND IRRIGATION SYSTEMS	LS	1	$3,000.00	$3,000.00	$3,196.00	$3,196.00	$10,000.00	$10,000.00

Bid Abstract

10.1730.14-LED
ARRA-0003 (116)
Traffic Package 7

ITEM NO.	DESCRIPTION	U O M	QTY	Southern Nevada Paving, Inc.		Williams Brother, Inc.		NevCal Investors DBA Fast Trac Electric	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
302.01	TYPE II AGGREGATE BASE	CY	168	$25.50	$4,284.00	$61.40	$10,315.20	$25.00	$4,200.00
402.01	PLANTMIX BITUMINOUS SURFACE (6-INCH)	SY	1,186	$47.00	$55,742.00	$31.40	$37,240.40	$32.42	$38,450.12
408-2.01	SLURRY SEAL	SY	7,600	$3.00	$22,800.00	$2.70	$20,520.00	$2.63	$19,988.00
609.01	VERTICALLY ADJUST MANHOLE COVERS TO FINISH GRADE	LS	1	$650.00	$650.00	$11,113.00	$11,113.00	$4,500.00	$4,500.00
613.01	TYPE "A" ISLAND CURB	LF	910	$15.75	$14,332.50	$10.00	$9,100.00	$26.80	$24,388.00
613.02	CONCRETE SIDEWALK RAMP, CASE I	EA	8	$2,050.00	$16,400.00	$163.00	$1,304.00	$1,186.00	$9,488.00
613.03	TACK-ON MEDIAN ISLAND	SF	2,279	$7.10	$16,180.90	$3.10	$7,064.90	$7.25	$16,522.75
613.04	DETECTABLE TACTILE WARNING STRIPS	EA	5	$245.00	$1,225.00	$770.00	$3,850.00	$413.00	$2,065.00
613.05	TACK-ON MEDIAN ISLAND CURB	LF	166	$15.00	$2,490.00	$9.00	$1,494.00	$13.95	$2,315.70
613.06	TYPE "L" CURB AND GUTTER	LF	165	$23.00	$3,795.00	$19.00	$3,135.00	$56.30	$9,289.50
613.07	CONCRETE SIDEWALK	SF	645	$4.75	$3,063.75	$8.00	$5,160.00	$11.35	$7,320.75
613.08	CONCRETE MEDIAN FILL	SF	375	$3.75	$1,406.25	$7.00	$2,625.00	$4.12	$1,545.00

Bid Abstract

10.1730.14-LED
ARRA-0003 (116)
Traffic Package 7

ITEM NO.	DESCRIPTION	U O M	QTY	Southern Nevada Paving, Inc.		Williams Brother, Inc.		NevCal Investors DBA Fast Trac Electric	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
613.09	VERTICAL ADJUSTMENT TO FINISH GRADE	LS	1	$2,300.00	$2,300.00	$4,461.00	$4,461.00	$4,000.00	$4,000.00
622.01	CONSTRUCTION SURVEYING	LS	1	$8,994.41	$8,994.41	$6,189.00	$6,189.00	$6,500.00	$6,500.00
623.01	TRAFFIC SIGNAL SYSTEM AT WASHINGTON AVENUE AND COMSTOCK DRIVE	LS	1	$167,260.00	$167,260.00	$175,976.00	$175,976.00	$166,000.00	$166,000.00
623.02	TRAFFIC SIGNAL MODIFICATION AT RAMPART BOULEVARD AND HILLPOINTE ROAD	LS	1	$25,140.00	$25,140.00	$28,994.00	$28,994.00	$31,000.00	$31,000.00
623.03	TRAFFIC SIGNAL SYSTEM AT RANCHO DRIVE AND PALOMINO LANE	LS	1	$228,900.00	$228,900.00	$244,007.00	$244,007.00	$240,000.00	$240,000.00
623.04	TRAFFIC SIGNAL SYSTEM AT VEGAS DRIVE AND PUEBLO VISTA DRIVE	LS	1	$151,200.00	$151,200.00	$162,764.00	$162,764.00	$152,000.00	$152,000.00
623.05	RELOCATE STREET LIGHT POLE AND LUMINAIRE AT RAMPART/HILLPOINTE MEDIAN	EA	2	$2,700.00	$5,400.00	$3,639.00	$7,278.00	$3,000.00	$6,000.00
623.06	RELOCATE STREETLIGHT WIRING TO NEW NO. 5 PULLBOX AT RAMPART/HILLPOINTE MEDIAN	EA	1	$1,600.00	$1,600.00	$938.00	$938.00	$1,300.00	$1,300.00
623.07	REMOVE EXISTING NO. 5 PULLBOX AND JOIN EXISTING CONDUIT AT RAMPART/HILLPOINTE MEDIAN	EA	1	$1,400.00	$1,400.00	$938.00	$938.00	$700.00	$700.00
623.08	6 PAIR 22 AWG P.E.39 INTERCONNECT CABLE IN EXISTING AND NEW CONDUIT	LF	1,890	$1.05	$1,984.50	$7.30	$13,797.00	$1.35	$2,551.50
624.01	TRAFFIC CONTROL AND MAINTENANCE	LS	1	$15,350.00	$15,350.00	$15,108.00	$15,108.00	$14,950.00	$14,950.00
625.01	PORTABLE CHANGEABLE MESSAGE SIGN	DAY	75	$88.00	$6,600.00	$89.00	$6,675.00	$87.63	$6,572.25

Bid Abstract

10.1730.14-LED
ARRA-0003 (116)
Traffic Package 7

ITEM NO.	DESCRIPTION	U O M	QTY	Southern Nevada Paving, Inc.		Williams Brother, Inc.		NevCal Investors DBA Fast Trac Electric	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
625.02	ARROW DISPLAY	DAY	200	$31.05	$6,210.00	$31.00	$6,200.00	$30.93	$6,186.00
627.01	"ONE-WAY" SIGN PANEL AND POST R6-1R (36" X 12")	EA	4	$228.25	$913.00	$177.10	$708.40	$175.26	$701.04
627.02	"RIGHT LANE MUST TURN RIGHT" SIGN PANEL AND POST R3-7R(24" X 24")	EA	1	$248.55	$248.55	$203.20	$203.20	$201.03	$201.03
627.03	"YIELD SIGN" PANEL AND POST R1-2 (18" X 18")	EA	2	$223.20	$446.40	$192.80	$385.60	$190.72	$381.44
627.04	"NO PARKING" SIGN PANEL AND POST RPC-68 (18" X 24")	EA	1	$182.60	$182.60	$213.60	$213.60	$211.34	$211.34
627.05	"LEFT TURN ONLY/RIGHT TURN ONLY" SIGN PANEL AND POST R3-8 (30"X36")	EA	3	$279.00	$837.00	$276.20	$828.60	$273.20	$819.60
627.06	"RIGHT TURN ONLY" SIGN PANEL R3-5R (18"x24") ON EXISTING POST	EA	2	$101.45	$202.90	$99.00	$198.00	$95.94	$191.88
627.07	"KEEP RIGHT" SIGN PANEL AND POST R4-7 (24"x30")	EA	2	$238.40	$476.80	$234.40	$468.80	$232.00	$464.00
627.08	"RIGHT LANE MUST TURN RIGHT" SIGN PANEL R3-7R (24" X 24")	EA	1	$116.65	$116.65	$151.30	$151.30	$149.50	$149.50
627.09	RELOCATE EXISTING R4-7 SIGN PANEL TO NEW POST LOCATION	EA	2	$81.15	$162.30	$156.30	$312.60	$154.60	$309.20
627.10	REMOVE AND SALVAGE TRAFFIC SIGNS AND POSTS	EA	5	$102.00	$510.00	$26.10	$130.50	$25.75	$128.75
627.11	K-71 SELF-ERECTING DELINEATOR	EA	1	$162.30	$162.30	$145.90	$145.90	$144.30	$144.30

Bid Abstract

10.1730.14-LED
ARRA-0003 (116)
Traffic Package 7

				Southern Nevada Paving, Inc.		Williams Brother, Inc.		NevCal Investors DBA Fast Trac Electric	
ITEM NO.	DESCRIPTION	U.O.M	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
628.01	TYPE II FILM "ONLY"	EA	6	$152.15	$912.90	$198.00	$1,188.00	$195.80	$1,174.80
628.02	TYPE II FILM "ARROW"	EA	16	$101.45	$1,623.20	$145.90	$2,334.40	$144.30	$2,308.80
628.03	TYPE II FILM FOR CROSSWALKS AND STOP BARS	SF	2,480	$3.86	$9,572.80	$4.70	$11,656.00	$4.64	$11,507.20
628.04	PERMANENT PAVEMENT MARKING FILM LANE TRANSITION	SF	85	$3.85	$327.25	$5.00	$425.00	$4.90	$416.50
628.05	YELLOW REFLECTIVE PAINT FOR MEDIAN	SF	685	$0.44	$301.40	$0.60	$411.00	$0.57	$390.45
628.06	PERMANENT PAVEMENT MARKINGS FILM YIELD LINE	SF	4	$3.85	$15.40	$12.50	$50.00	$12.37	$49.48
628.07	YELLOW MEDIAN NOSE MARKING	SF	305	$0.51	$155.55	$0.60	$183.00	$0.57	$173.85
628.08	WHITE MEDIAN NOSE MARKING	SF	34	$0.51	$17.34	$0.70	$23.80	$0.67	$22.78
628.09	PAINTED POLYUREA EDGE LINE, 4-INCH SOLID LINE	LF	146	$7.05	$1,029.30	$0.80	$116.80	$0.78	$113.88
628.10	REPAINT EXISTING MARKINGS	LS	1	$456.50	$456.50	$468.90	$468.90	$464.00	$464.00
629.01	ADJUST RW VALVE TO FINISH GRADE	EA	1	$490.00	$490.00	$1,357.00	$1,357.00	$1,000.00	$1,000.00
629.02	ADJUST PRV VAULT TO FINISH GRADE	EA	1	$645.00	$645.00	$1,135.00	$1,135.00	$2,000.00	$2,000.00

Bid Abstract

10.1730.14-LED
ARRA-0003 (116)
Traffic Package 7

ITEM NO.	DESCRIPTION	U O M	QTY	Southern Nevada Paving, Inc.		Williams Brother, Inc.		NevCal Investors DBA Fast Trac Electric	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
629.03	ADJUST WATER VALVE TO FINISH GRADE	EA	3	$490.00	$1,470.00	$766.00	$2,298.00	$750.00	$2,250.00
633.01	REFLECTIVE RAISED PAVEMENT MARKERS	EA	226	$2.15	$485.90	$2.60	$587.60	$2.58	$583.08
633.02	NON-REFLECTIVE RAISED PAVEMENT MARKERS	EA	470	$1.67	$784.90	$1.60	$752.00	$1.55	$728.50
637.01	DUST CONTROL	LS	1	$2,500.00	$2,500.00	$11,185.00	$11,185.00	$5,000.00	$5,000.00
637.02	NPDES DISCHARGE PERMIT	LS	1	$2,000.00	$2,000.00	$6,304.00	$6,304.00	$1,000.00	$1,000.00
	Total Base Bid Amount				$921,454.80		$936,512.00		$954,545.22
					Corrected Total				
	Engineer's Estimate: $1,570,257.00								
	Responsive Bidder								
	Responsible Bidder								

TO: Cheri Edelman

Please review and approve recommended award to Southern Nevada Paving, Inc.

in the amount of $ 921,454.80 .

Lloyd Dauer — 5/4/10
Purchasing & Contracts Representative — Date

Cheri Edelman — 5/4/10
Using Department Authorized Rep Signature — Date

Bid Abstract

10.1730.14-LED
ARRA-0003 (116)
Traffic Package 7

ITEM NO.	DESCRIPTION	U O M	QTY	Spirit Underground, LLC		Las Vegas Electric		Wells Cargo, Inc.	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
109.01	OWNER CAUSED DELAY ALLOWANCE	DAY	10	$500.00	$5,000.00	$500.00	$5,000.00	$500.00	$5,000.00
109.02	OWNER CAUSED DELAY AMOUNT IN ADDITION TO ALLOWANCE	DAY	10	$210.00	$2,100.00	$1.00	$10.00	$650.00	$6,500.00
200.01	MOBILIZATION AND DEMOBILIZATION	LS	1	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00
202.01	REMOVAL OF ASPHALT PAVEMENT AND BASE	SY	1,131	$5.10	$5,768.10	$18.00	$20,358.00	$7.60	$8,595.60
202.02	REMOVAL OF MEDIAN	SF	4,188	$2.60	$10,888.80	$1.50	$6,282.00	$0.53	$2,219.64
202.03	REMOVAL OF PAVEMENT MARKINGS	LF	1,205	$1.30	$1,566.50	$1.10	$1,325.50	$1.53	$1,843.65
202.04	REMOVAL OF EXISTING CURB	LF	40	$3.90	$156.00	$8.15	$326.00	$18.00	$720.00
202.05	REMOVE CURB AND GUTTER	LF	140	$4.30	$602.00	$14.00	$1,960.00	$33.60	$4,704.00
202.06	REMOVE CONCRETE SIDEWALK	SF	750	$1.70	$1,275.00	$1.60	$1,200.00	$5.69	$4,267.50
202.07	REMOVE AND RELOCATE BUS STOP	EA	1	$2,270.00	$2,270.00	$3,460.00	$3,460.00	$100.00	$100.00
212.01	REMOVAL AND REPLACEMENT OF LANDSCAPING	LS	1	$7,330.00	$7,330.00	$7,130.00	$7,130.00	$8,500.00	$8,500.00
213.01	REMOVAL AND REPLACEMENT OF IRRIGATION AND IRRIGATION SYSTEMS	LS	1	$2,940.00	$2,940.00	$2,850.00	$2,850.00	$3,400.00	$3,400.00

Bid Abstract

10.1730.14-LED
ARRA-0003 (116)
Traffic Package 7

ITEM NO.	DESCRIPTION	U.O.M	QTY.	Spirit Underground, LLC		Las Vegas Electric		Wells Cargo, Inc.	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
302.01	TYPE II AGGREGATE BASE	CY	168	$35.00	$5,880.00	$67.50	$11,340.00	$46.32	$7,781.76
402.01	PLANTMIX BITUMINOUS SURFACE (6-INCH)	SY	1,186	$69.80	$82,782.80	$32.00	$37,952.00	$28.40	$33,682.40
408-2.01	SLURRY SEAL	SY	7,600	$2.70	$20,520.00	$2.60	$19,760.00	$3.42	$25,992.00
609.01	VERTICALLY ADJUST MANHOLE COVERS TO FINISH GRADE	LS	1	$3,510.00	$3,510.00	$610.00	$610.00	$1,300.00	$1,300.00
613.01	TYPE "A" ISLAND CURB	LF	910	$12.60	$11,466.00	$26.50	$24,115.00	$14.68	$13,358.80
613.02	CONCRETE SIDEWALK RAMP, CASE I	EA	8	$490.00	$3,920.00	$1,170.00	$9,360.00	$1,489.98	$11,919.84
613.03	TACK-ON MEDIAN ISLAND	SF	2,279	$3.60	$8,204.40	$7.10	$16,180.90	$9.20	$20,966.80
613.04	DETECTABLE TACTILE WARNING STRIPS	EA	5	$466.00	$2,330.00	$410.00	$2,050.00	$594.77	$2,973.85
613.05	TACK-ON MEDIAN ISLAND CURB	LF	166	$11.60	$1,925.60	$14.00	$2,324.00	$12.88	$2,138.08
613.06	TYPE "L" CURB AND GUTTER	LF	165	$13.90	$2,293.50	$55.00	$9,075.00	$31.01	$5,116.65
613.07	CONCRETE SIDEWALK	SF	645	$4.00	$2,580.00	$11.00	$7,095.00	$6.78	$4,373.10
613.08	CONCRETE MEDIAN FILL	SF	375	$5.50	$2,062.50	$29.00	$10,875.00	$7.25	$2,718.75

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ARRA-0003 (116)
Traffic Package 7

				Spirit Underground, LLC		Las Vegas Electric		Wells Cargo, Inc.	
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
613.09	VERTICAL ADJUSTMENT TO FINISH GRADE	LS	1	$1,180.00	$1,180.00	$5,000.00	$5,000.00	$1,300.00	$1,300.00
622.01	CONSTRUCTION SURVEYING	LS	1	$6,700.00	$6,700.00	$61,010.00	$61,010.00	$19,000.00	$19,000.00
623.01	TRAFFIC SIGNAL SYSTEM AT WASHINGTON AVENUE AND COMSTOCK DRIVE	LS	1	$195,300.00	$195,300.00	$177,100.00	$177,100.00	$203,600.00	$203,600.00
623.02	TRAFFIC SIGNAL MODIFICATION AT RAMPART BOULEVARD AND HILLPOINTE ROAD	LS	1	$15,900.00	$15,900.00	$22,600.00	$22,600.00	$27,600.00	$27,600.00
623.03	TRAFFIC SIGNAL SYSTEM AT RANCHO DRIVE AND PALOMINO LANE	LS	1	$239,600.00	$239,600.00	$248,100.00	$248,100.00	$290,800.00	$290,800.00
623.04	TRAFFIC SIGNAL SYSTEM AT VEGAS DRIVE AND PUEBLO VISTA DRIVE	LS	1	$170,100.00	$170,100.00	$147,000.00	$147,000.00	$178,000.00	$178,000.00
623.05	RELOCATE STREET LIGHT POLE AND LUMINAIRE AT RAMPART/HILLPOINTE MEDIAN	EA	2	$2,250.00	$4,500.00	$2,180.00	$4,360.00	$2,700.00	$5,400.00
623.06	RELOCATE STREETLIGHT WIRING TO NEW NO. 5 PULLBOX AT RAMPART/HILLPOINTE MEDIAN	EA	1	$1,640.00	$1,640.00	$2,650.00	$2,650.00	$3,200.00	$3,200.00
623.07	REMOVE EXISTING NO. 5 PULLBOX AND JOIN EXISTING CONDUIT AT RAMPART/HILLPOINTE MEDIAN	EA	1	$3,870.00	$3,870.00	$2,770.00	$2,770.00	$3,300.00	$3,300.00
623.08	6 PAIR 22 AWG P.E.39 INTERCONNECT CABLE IN EXISTING AND NEW CONDUIT	LF	1,890	$5.40	$10,206.00	$1.60	$3,024.00	$1.96	$3,704.40
624.01	TRAFFIC CONTROL AND MAINTENANCE	LS	1	$18,370.00	$18,370.00	$14,760.00	$14,760.00	$18,000.00	$18,000.00
625.01	PORTABLE CHANGEABLE MESSAGE SIGN	DAY	75	$100.00	$7,500.00	$87.00	$6,525.00	$104.24	$7,818.00

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ITEM NO.	DESCRIPTION	U O M	QTY	Spirit Underground, LLC		Las Vegas Electric		Wells Cargo, Inc.	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
625.02	ARROW DISPLAY	DAY	200	$31.00	$6,200.00	$31.00	$6,200.00	$36.79	$7,358.00
627.01	"ONE-WAY" SIGN PANEL AND POST R6-1R (36" X 12")	EA	4	$236.00	$944.00	$170.00	$680.00	$275.92	$1,103.68
627.02	"RIGHT LANE MUST TURN RIGHT" SIGN PANEL AND POST R3-7R(24" X 24")	EA	1	$258.00	$258.00	$195.00	$195.00	$300.00	$300.00
627.03	"YIELD SIGN" PANEL AND POST R1-2 (18" X 18")	EA	2	$231.00	$462.00	$180.00	$360.00	$269.79	$539.58
627.04	"NO PARKING" SIGN PANEL AND POST RPC-68 (18" X 24")	EA	1	$189.00	$189.00	$208.00	$208.00	$220.00	$220.00
627.05	"LEFT TURN ONLY/RIGHT TURN ONLY" SIGN PANEL AND POST R3-8 (30"X36")	EA	3	$289.00	$867.00	$270.00	$810.00	$337.24	$1,011.72
627.06	"RIGHT TURN ONLY" SIGN PANEL R3-5R (18"x24") ON EXISTING POST	EA	2	$105.00	$210.00	$97.00	$194.00	$122.63	$245.26
627.07	"KEEP RIGHT" SIGN PANEL AND POST R4-7 (24"x30")	EA	2	$246.00	$492.00	$229.00	$458.00	$288.19	$576.38
627.08	"RIGHT LANE MUST TURN RIGHT" SIGN PANEL R3-7R (24" X 24")	EA	1	$121.00	$121.00	$145.00	$145.00	$141.00	$141.00
627.09	RELOCATE EXISTING R4-7 SIGN PANEL TO NEW POST LOCATION	EA	2	$84.00	$168.00	$152.00	$304.00	$98.11	$196.22
627.10	REMOVE AND SALVAGE TRAFFIC SIGNS AND POSTS	EA	5	$105.00	$525.00	$26.00	$130.00	$122.63	$613.15
627.11	K-71 SELF-ERECTING DELINEATOR	EA	1	$168.00	$168.00	$140.00	$140.00	$196.21	$196.21

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ITEM NO.	DESCRIPTION	U O M	QTY	Spirit Underground, LLC		Las Vegas Electric		Wells Cargo, Inc.	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
628.01	TYPE II FILM "ONLY"	EA	6	$157.00	$942.00	$190.00	$1,140.00	$183.95	$1,103.70
628.02	TYPE II FILM "ARROW"	EA	16	$105.00	$1,680.00	$140.00	$2,240.00	$122.63	$1,962.08
628.03	TYPE II FILM FOR CROSSWALKS AND STOP BARS	SF	2,480	$4.00	$9,920.00	$4.50	$11,160.00	$9.66	$23,956.80
628.04	PERMANENT PAVEMENT MARKING FILM LANE TRANSITION	SF	85	$4.00	$340.00	$4.90	$416.50	$4.66	$396.10
628.05	YELLOW REFLECTIVE PAINT FOR MEDIAN	SF	685	$0.50	$342.50	$0.60	$411.00	$0.53	$363.05
628.06	PERMANENT PAVEMENT MARKINGS FILM YIELD LINE	SF	4	$4.20	$16.80	$13.00	$52.00	$4.66	$18.64
628.07	YELLOW MEDIAN NOSE MARKING	SF	305	$0.50	$152.50	$0.60	$183.00	$0.61	$186.05
628.08	WHITE MEDIAN NOSE MARKING	SF	34	$0.50	$17.00	$0.60	$20.40	$0.61	$20.74
628.09	PAINTED POLYUREA EDGE LINE, 4-INCH SOLID LINE	LF	146	$7.30	$1,065.80	$0.80	$116.80	$8.52	$1,243.92
628.10	REPAINT EXISTING MARKINGS	LS	1	$470.00	$470.00	$155.00	$155.00	$551.84	$551.84
629.01	ADJUST RW VALVE TO FINISH GRADE	EA	1	$499.00	$499.00	$510.00	$510.00	$2,467.74	$2,467.74
629.02	ADJUST PRV VAULT TO FINISH GRADE	EA	1	$2,963.00	$2,963.00	$2,040.00	$2,040.00	$1,261.71	$1,261.71

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				Spirit Underground, LLC		Las Vegas Electric		Wells Cargo, Inc.	
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
629.03	ADJUST WATER VALVE TO FINISH GRADE	EA	3	$499.00	$1,497.00	$510.00	$1,530.00	$537.38	$1,612.14
633.01	REFLECTIVE RAISED PAVEMENT MARKERS	EA	226	$2.20	$497.20	$2.50	$565.00	$2.58	$583.08
633.02	NON-REFLECTIVE RAISED PAVEMENT MARKERS	EA	470	$1.70	$799.00	$1.60	$752.00	$2.02	$949.40
637.01	DUST CONTROL	LS	1	$10,410.00	$10,410.00	$440.00	$440.00	$5,367.84	$5,367.84
637.02	NPDES DISCHARGE PERMIT	LS	1	$1,690.00	$1,690.00	$900.00	$900.00	$1,346.01	$1,346.01
	Total Base Bid Amount				$981,143.00		$1,002,993.10		$1,070,786.86
							Corrected Total		*Corrected Total*
	Engineer's Estimate: $1,570,257.00								
	Responsive Bidder								
	Responsible Bidder								

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2010

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

SUBJECT:
Approval of award of Agreement No. 100207-DC, Blanket Services Agreement for Material Testing and Special Inspections - Department of Public Works - Award recommended to: KLEINFELDER WEST, INC. ($250,000 - Road and Flood Capital Projects Fund) - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $250,000
Funding Source: Road and Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This agreement provides for full service construction management, inspections, material testing and review of plans, drawings, and specification on a project by project basis through the issuance of Project Task Orders determined and approved by the Department of Public Works. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: D. Collins
POC: Raymond Herweg, P.E. - (702) 789-2000

RECOMMENDATION:
That City Council approve Agreement No. 100207-DC, Blanket Services Agreement for Material Testing and Special Inspections to Kleinfelder West, Inc. in the amount of $250,000. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Agreement No. 100207-DC
2. Certificate - Disclosure of Ownership/Principals

BLANKET SERVICES AGREEMENT
FOR
MATERIAL TESTING AND SPECIAL INSPECTIONS

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 **KLEINFELDER WEST, INC.** (the "Consultant"), a **Corporation,** whose address is **6380 South Polaris Avenue, Las Vegas, Nevada 89118**, and fax number is **(702) 361-9094**.

W I T N E S S E T H:

WHEREAS, the City intends to construct **VARIOUS PROJECTS RELATED TO THE CITY'S CAPITAL IMPROVEMENT PROGRAM** (herein individually and collectively the "Project" and "Projects," respectively) which may be known or unknown to the City at the time of the execution of this Agreement; and

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

WHEREAS, the Consultant is properly licensed pursuant to NRS Chapter 623, 623A, or 625, whichever is legally required for the services to be provided within the State of Nevada, and 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; and

WHEREAS, the parties hereto intend with the execution of this Agreement to give to the City the flexibility and ability to determine what services are to be provided by the Consultant on a project by project basis through the issuance of a Project Task Order (herein defined in Section 1.01) thereby eliminating the need of executing separate agreements with the Consultant for each Project.

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

SECTION ONE
CONSULTANT RESPONSIBILITIES

1.01 ***Description of Consultant's Services.***

A. ***Definition.*** A "Project Task Order" refers to that document which sets forth the specific services to be provided by the Consultant in connection with a particular Project.

B. ***Issuance.*** If so requested by the City, the Consultant shall assist the City in preparing a Project Task Order setting further the services to be provided in connection with a particular Project. The Project Task Order shall be prepared substantially in conformance with the form attached hereto as Exhibit "H." Each executed Project Task Order shall be attached hereto as Exhibit "H" with the appropriate numerical sequence (e.g., H-1, H-2, H-3, etc.) and shall become a part of this Agreement.

C. ***Services.*** For each Project Task Order approved and executed by the City, the Consultant hereby agrees to provide the services set forth therein subject to the terms and conditions of this Agreement. For the compensation set forth in Section Seven, the Consultant hereby agrees to perform the basic services set forth in the Scope of Services, **Exhibit "A"** attached thereto and incorporated therein as a part of this Agreement and, if so requested, the additional services set forth in the Additional Compensation, **Exhibit "E"** attached thereto and incorporated therein as a part of this Agreement and to provide the submittals described in the Required Submittals **Exhibit "B,"** attached thereto.

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

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

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

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

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

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

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

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

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

1.08 ***Responsibility for Construction Document Revisions.***

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

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

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

SECTION TWO
CITY RESPONSIBILITIES

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

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

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

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

SECTION THREE
CHANGES TO CONSULTANT'S SERVICES

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

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

SECTION FOUR
ADDITIONAL SERVICES OF CONSULTANT

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

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

SECTION FIVE
SUBCONSULTANT AGREEMENT

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

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

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

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

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

SECTION SIX
TERM OF AGREEMENT

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

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

SECTION SEVEN
COMPENSATION AND TERMS OF PAYMENT

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

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

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

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

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

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

SECTION EIGHT
PERFORMANCE SCHEDULE

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

SECTION NINE
AUDIT: ACCESS TO RECORDS

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

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

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

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

SECTION TEN
MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

10.02. ***Termination for Convenience.*** The City reserves the right to terminate this Agreement without cause or default on the part of the Consultant with ten (10) days' prior written notification to the Consultant served pursuant to Section 10.18 of this Agreement. In the event of termination, without cause or default, the City agrees to pay to the Consultant the reasonable value for the services performed as of the date that

notification of termination is received by the Consultant. In no event shall the City be liable to the Consultant for services in excess of the percentage completed at the time of termination.

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

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

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

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

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

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

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

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

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

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

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

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

10.04 ***Ownership of Documents.***

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

B. ***Other Works.*** To the extent that the Consultant's services does not involve the design of an architectural work, the City shall have all common law and statutory rights of ownership, including copyrights, to the plans, drawings, specifications and other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies, excepting any proprietary forms, templates, and checklists specifically listed for City ownership exclusion elsewhere in this Agreement) (collectively herein the "Documents") prepared or assembled

by the Consultant, or any of its subconsultants, for this Project. The Consultant hereby releases the City, and any new consultant retained by the City from any and all claims in connection with the use or reproduction of the Documents. The Consultant agrees to execute such documents reasonably deemed necessary by the City to implement the rights granted to the City pursuant to this subsection. The Consultant shall be entitled to retain a reproducible copy of the documents furnished to the City.

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

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

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

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

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

A. ***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.

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

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

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

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

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

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

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

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

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

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

10.10 ***Consultant's Employees.*** The Consultant shall be responsible for maintaining satisfactory standards of competency, conduct and integrity, of personnel assigned to the Project, and shall be responsible for taking such disciplinary action with respect to such personnel as may be necessary. In the event the Consultant fails to remove any employee from the work of this Agreement whom the City deems incompetent,

careless or insubordinate, or whose continued employment on the work is deemed by the City to be contrary to the public interest, the City reserves the right to require such removal as a condition for the continuation of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

B. ***Resolution by Management.*** The City Representative and the Consultant Representative shall meet within a reasonable time after receipt of the written notice received pursuant to Section 10.20A in an attempt to resolve the claim or dispute to the mutual satisfaction of the parties. If the matter is not disposed of by mutual agreement between the City Representative and the Consultant Representative, the claim or dispute shall be decided by the Director of Public Works, whose decision shall be reduced to writing and mailed or otherwise furnished to the Consultant. The decision of the Director of Public Works shall be final and conclusive unless, within thirty (30) days after the date on which the

Consultant receives its copy of such decision, the Consultant mails or otherwise furnishes to the Director of Public Works a written request to arbitrate the claim or dispute, in which event the parties shall proceed with the arbitration pursuant to provisions of Section 10.20B. The failure to make such request shall preclude the Consultant from proceeding any further on the claim or dispute, and the Consultant shall have no further recourse against the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF LAS VEGAS

Kathleen C. Rainey, Manager
Purchasing & Contracts

ATTEST

Beverly K. Bridges, MMC Date
City Clerk

APPROVED AS TO FORM

Robert S. Sylvain 4-20-10
Deputy City Attorney Date

KLEINFELDER WEST, INC.

Steven M. Myers
Steven Myers, Vice President

LIST OF EXHIBITS

Any conflicts between the proceeding Agreement and the following Exhibits shall be governed by the Agreement.

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " ADDITIONAL COMPENSATION

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " DISCLOSURE OF OWNERSHIP/PRINCIPALS

EXHIBIT " H " PROJECT TASK ORDER

EXHIBIT "A"

SCOPE OF SERVICES

ARTICLE 100: GENERAL

100.1 The Scope of Services for this Agreement shall be as set forth in each subsequently executed Project Task Order, the format of which is attached hereto as Exhibit "H".

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

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 200: GENERAL

200.1 The Required Submittals for this Agreement shall be as set forth in each subsequently executed Project Task Order, the format of which is attached hereto as Exhibit "H".

200.2 Throughout the course of each Project Task Order, the Consultant shall brief the City Representative on a regular and frequent basis about the progress of the Project. Unless specified otherwise in the Project Task Order, briefings shall occur no less frequently than monthly and shall accompany invoices for payment. The briefings shall be a written report and shall include the following as appropriate to the Project: the status of and impacts to the Project schedule, milestones, budget, land acquisitions, right of way dedications, easements, utility and regulatory agency review status, all Project activity since the last report, current issues, and a forecast of upcoming activity.

200.3 All reports shall be on acid-free white paper, 8-1/2 x 11 inches, suitable for photocopying and bound in booklet form.

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

200.5 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.

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 300: GENERAL

300.1 The Performance Schedule for this Agreement shall be as set forth in each executed Project Task Order, the format of which is attached hereto as Exhibit "H".

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

ARTICLE 400: GENERAL

400.1 The Fee Breakdown for this Agreement shall be as set forth in each executed Project Task Order, the format of which is attached hereto as Exhibit "H".

END OF EXHIBIT "D"

EXHIBIT "E"

ADDITIONAL COMPENSATION

ARTICLE 500: CONSULTANT HOURLY RATES

500.1 The following hourly rates are to be used as the basis for negotiation of added and reduced services. These hourly rates are valid for the duration of the Project and include salary costs, overhead, administration and profit. The overhead included in these rates covers all support personnel who normally work on non-specific project tasks including but not limited to receptionists, senior executives together with their assistants, financial accounting personnel, and facility, equipment, and IT maintenance personnel.

PROFESSIONAL STAFF RATES PER HOUR*	
Professional	$93.00
Drafting Professional	$98.00
Staff Professional I	$103.00
Staff Professional II	$115.00
Project Professional	$129.00
Senior Professional / Senior Project Manager	$150.00
Principal Professional	$150.00
ADMINISTRATIVE/TECHNICAL STAFF RATES PER HOUR	
Administrative I	$62.00
Project Administrator	$62.00
Technicians	$88.00
Senior Technician/Inspectors	$87.00

ARTICLE 501: ADDITIONAL SERVICES RATES

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

SOILS AND AGGREGATES

Test Name	Price
Modified Proctor, 4"	$221.00 / each
Proctor Check Point	$110.00 / each
Lightweight Pieces, C-123	$176.00 / each
Coarse Specific/Absorption, C-127	$100.00 / each
Soil Specific Gravity, D-854	$158.00 / each
Clay Lumps/Friable Particles, C-142	$105.00 / each
Sand Equivalent, D-2419	$132.00 / each
Unit Weight of Aggregate C-29	$ 58.00 / each
Organic Impurities, C-40	$ 95.00 / each
Crushed Particles (Fracture Faces), D-5821	$116.00 / each
Cleanness Value, CAL-227 Nev T228	$243.00 / each
Consolidation, Two Time Rates, D-2345	$468.00 / each
Consolidation W/O Time Rate, D-2435	$263.00 / each
CBR (California Bearing Ratio), D-1883	$609.00 / each

SOILS AND AGGREGATES

Test Name	Price
Plasticity Index, D-4318	$149.00 / each
Direct Shear (3 point), D-3080	$368.00 / each
Direct Shear (1 point), D-3080	$168.00 / each
Collapse Potential	$263.00 / each
Flat & Elongated Particles, D-4791	$168.00 / each
Harvard Miniature, Nev T101	$252.00 / each
Hydrometer Only, D-422	$122.00 / each
LA Abrasion, C-131	$242.00 / each
LA Abrasion, C-535	$294.00 / each
Moisture Determination/Unit Weight	$ 56.00 / each
Moisture Determination Only	$ 34.00 / each
R-Value, D-2844	$305.00 / each
Sample Preparation Materials	$ 27.00 / each
Sieve Analysis Wash (#200), C-117	$110.00 / each
Sieve Analysis, Coarse & Fine, C-136, C-117	$144.00 / each
Sulfate Soundness, C-88	$276.00 / each
Swell Test, D-4546	$110.00 / each
Unconfined Compression of Soils, D-2166	$166.00 / each
Expansion Index, D-4829	$110.00 / each
Sulfate and Solubility	$100.00 / each

CONCRETE, ASPHALT & FIREPROOFING

Test Name - Concrete	Price
Compressive Strength – Prisms, C-1314	$138.00 / each
Compressive Strength – Mortar, C-109	$ 35.00 / each
Drying Shrinkage (set of 3), C-157	$248.00 / each
Compressive Strength – Grout, C-942	$ 35.00 / each
Compressive Strength Cores, C-42	$ 74.00 / each
Flexural Strength/Concrete Beam, C-78, C-293	$ 83.00 / each
Compressive Strength – Concrete, C-39	$ 32.00 / each
Concrete Core Absorption	$ 53.00 / each
Unit Weight Lightweight Concrete, C-567	$ 79.00 / each
Tensil (Rebar)	$165.00 / each
Bend (Rebar)	$ 40.00 / each
Test Name - Asphalt	
Complete Design – Open Graded	$609.00 / each
Max Theoretical Specific Gravity, D-2041	$116.00 / each
Microwave Asphalt Moisture Content	$ 28.00 / each
Marshall Stab/Flow (set of 3), D-1559	$474.00 / each
Extraction of Bitumen, D-2172	$278.00 / each
Complete Design – Hveem Method	$1,995.00 / each

CONCRETE, ASPHALT & FIREPROOFING

Test Name - Concrete	Price
Hveem Stability (set of 3), D-1560, D-1561	$420.00 / each
Unit Weight of Core, D-2726, D-1188	$ 53.00 / each
Ignition Oven Calibration & Ignition Oven	$408.00 / each
Lottman Tests, T-283	$551.00 / each
Complete Design – Marshall Method	$1,680.00 / each
Methylene Blue Test (AASHTO TP57)	$122.00 / each
Test Name – Fireproofing	
Cohesion/Adhesion, E-736	$ 11.00 / each
Density Sample of Fireproofing, E-605	$ 32.00 / each

OTHER DIRECT COSTS

Other Direct Charges	Price
Seismic Site Classification	$1,575.00 / each
45 UM Water Filters	$ 25.00 / each
55 Gallon Drum	$ 60.00 / each
Air-O-Cell Air Sampling Cassette (mold)	$13.00 / each
Battery Powered Pump	$ 5.00 / day
Resistivity Meter	$ 53.00 / day
Cellular Phone	$53.00 / month
Disposable Bailers	$ 13.00 / each
Ferroscan Scan Equipment	$ 37.00 / day
Field Supplies	$ 50.00 / day
F-Meter	$ 37.00 / day
GPS	$ 11.00 / day
HNU	$ 25.00 / day
Moisture Transmission Test/ Floor/Slab RMA	$ 42.00 / each
Nuclear Density Gauge	$ 37.00 / day
Organic Vapor	$ 25.00 / day
Peristaltic Pump	$15.00 / day
Photo Ionization Detector	$ 25.00 / day
Portable Generator	$55.00 / day
Pressure Meter	$525.00 / day
Sample Packaging Ice (set of 3 bags)	$ 5.00 / set
Sampling Kit	$ 15.00 / day
Skidmore Wilhelm Bolt Tension Calibration	$37.00 / day
Test Trailer	$525.00 / week
Water Qual Meter pH, EC, T, DO, TR	$115.00 / day
Vehicle	$0.53 / mile

501.2 These fees are valid for the duration of the Project and include salary costs, equipment, overhead, administration and profit. For Additional Services of sub-consultants, the City shall compensate the Consultant a multiple of **one and five hundredths (1.05)** times the amounts billed to the Consultant for such services, which multiple has been included in the Additional Services fees shown herein.

ARTICLE 502: REIMBURSABLE EXPENSES

502.1 The following Reimbursable Expenses are allowed:

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

502.2 For Reimbursable Expenses of the Consultant, the City shall compensate the Consultant a multiple of **one and one fifth (1.05)** times the actual direct costs incurred by the Consultant. The multiplier includes all compensation for overhead and profit.

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

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

ARTICLE 600: CITY PERSONNEL

600.1 CITY REPRESENTATIVE for this Blanket Agreement: **John O'Connell**

600.2 CITY REPRESENTATIVE for each subsequent Project Task Order: As stated in each Project Task Order.

ARTICLE 601: CONSULTANT'S PROJECT STAFF

601.1 Unless stated otherwise in the Project Task Order, the following personnel will be assigned by the Consultant to work on the subsequent Project Task Order work. Any changes require City approval.

601.1.1 CONSULTANT REPRESENTATIVE: **Steven Myers, Vice President**

601.1.2 ENGINEER OF RECORD: TBD

601.1.3 PROJECT MANAGER: TBD

601.1.4 TECHNICIAN/CADD: TBD

601.1.5 CLERICAL: TBD

ARTICLE 602: CONSULTANT'S SUBCONSULTANTS

602.1 Unless stated otherwise in the Project Task Order, the following subconsultants will be contracted with and utilized by the Consultant to work on the Project. Any changes require City approval.

END OF EXHIBIT "F"

EXHIBIT "G"

CERTIFICATE

DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. **Definitions**

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

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

2. **Policy**

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

3. **Instructions**

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

4. **Incorporation**

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

Block 1 Contracting Entity		**Block 2 Description**
Kleinfelder West Inc.		
6380 South Polaris Avenue		**Construction Materials Testing, Geotechnical and Environmental Services**
Address: **Las Vegas, Nevada 89118**		
Telephone **702-736-2936**		
EIN: **94-1532513**		**RFP# N/A**

Block 3 *Type of Business*

☐ Individual ☐ Partnership ☐ Limited Liability Company X 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.	Joseph L. Aldern, Regional Manager	1220 Research Drive, Suite B., Redlands, CA 92374	909-793-2691
2.	Karen E. Arpino-Shaffer, Vice President Corporate Business Development	215 1st Street, Cambridge, MA 02142	617-497-7800
3.	Saiid Behboodi, Sr. Principal Professional	9200 SW Nimbus Ave., Suite A. Beaverton, OR 97008	503-644-9447
4.	Stephen S. Boll, Vice President Corporate Business Development	3077 Fite Circle Sacramento, CA 95827	916-366-1701
5.	Robert M. Brandon, Vice President Corporate Business Development	215 1st Street Cambridge, MA 02142	617-497-7800
6.	Jeffrey L. Cannon, Sr. Principal Professional	3077 Fite Circle Sacramento, CA 95827	916-366-1701
7.	Joel G. Carson, Division Manager	3730 S. 149th Street, Suite 107 Omaha, NE 68144	402-331-2260
8.	Louise D'Amico, Vice President Business Administration	3077 Fite Circle Sacramento, CA 95827	916-366-1701
9.	R. Jeffrey Dunn, Technical Discipline Leader	1970 Broadway, Suite 710 Oakland, CA 94612	510-628-9000
10.	Paul J. Fensterer, Segment Manager	8300 Jefferson NE, Suite B Albuquerque, NM 87113	505-344-7373
11.	Derek P. Fisher, Regional Manager	3 AAA Drive, First Floor Hamilton, NJ 08691	609-584-5271
12.	William C.B. Gates, Sr. Principal Professional	14710 NE 87th Street, Suite 100 Redmond, WA 98052	425-636-7900
13.	John Moossazadeh, Sr. Vice President	5015 Shoreham Place San Diego, CA 92122	858-320-2000
14.	Russell E. Erbes, Chief Technical Officer	10044 Granite Hill Drive Parker, CO 80134	303-840-4571
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CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

17.	Bartlett W. Patton, Sr. Vice President	2 Ada, Suite 250 Irvine, CA 92618	949-727-4466
18.	Larry M. Peterson, Chief Marketing Officer	2315 S. Cobalt Point Way Meridian, ID 83642	208-893-9700
19.	Russell O. Carey, Chief Administrative Officer	5015 Shoreham Place San Diego, CA 92122	858-320-2000

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:

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If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding a ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or th Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing th 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

Steven M. Myers, VP

March 29, 2010
Date

Subscribed and sworn to before me this 29 day of March 2010

Elizabeth S. Hovanec, Notary Public

ELIZABETH S. HOVANEC
NOTARY PUBLIC - ARIZONA
PINAL COUNTY
My Comm. Exp.: May 23, 2010

EXHIBIT "H"

PROJECT TASK ORDER

Number H- ___

Blanket Agreement Project Name:
Blanket Agreement Date:
Blanket Agreement Maximum Not-to-Exceed Fee:
Total Aggregate Fee Commitments prior to this Task Order:
Consultant's Business Name:

Whereas the City and Consultant have signed a Blanket Agreement for the Consultant to provide professional services described in the Agreement for the above named project(s), containing a not-to-exceed maximum aggregate fee that has not been fully utilized, and the City desires to utilize the Blanket Agreement to provide services for the following particular specific Project:

Project Name:
Location:
Description:
Construction Cost Budget:

The parties do hereby agree to the follow terms and conditions for this Project Task Order:

Section A - Scope of Services:

Section B – Required Submittals:

Section C – Performance Schedule:

Section D – Fee Breakdown:

Section E – Additional Compensation:.

Section F – Key Personnel List:

Section G – Disclosure:

Upon execution hereof, this Project Task Order shall be attached to the Blanket Agreement.

Dated this _____ day of _____, _____.

By: _____ By: _____
Consultant City

EXHIBIT "G"

CERTIFICATE

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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Telephone **702-736-2936**		
EIN: **94-1532513**		**RFP# N/A**

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☐ Other:

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

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CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

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Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

Steven M. Myers, VP

March 29, 2010
Date

Subscribed and sworn to before me this 29 day of March, 2010

Elizabeth S. Hovanec, Notary Public

ELIZABETH S. HOVANEC
NOTARY PUBLIC - ARIZONA
PINAL COUNTY
My Comm. Exp.: May 23, 2010

EXHIBIT "H"

PROJECT TASK ORDER

Number H- ___

Blanket Agreement Project Name:
Blanket Agreement Date:
Blanket Agreement Maximum Not-to-Exceed Fee:
Total Aggregate Fee Commitments prior to this Task Order:
Consultant's Business Name:

Whereas the City and Consultant have signed a Blanket Agreement for the Consultant to provide professional services described in the Agreement for the above named project(s), containing a not-to-exceed maximum aggregate fee that has not been fully utilized, and the City desires to utilize the Blanket Agreement to provide services for the following particular specific Project:

Project Name:
Location:
Description:
Construction Cost Budget:

The parties do hereby agree to the follow terms and conditions for this Project Task Order:

Section A - Scope of Services:

Section B – Required Submittals:

Section C – Performance Schedule:

Section D – Fee Breakdown:

Section E – Additional Compensation:.

Section F – Key Personnel List:

Section G – Disclosure:

Upon execution hereof, this Project Task Order shall be attached to the Blanket Agreement.

Dated this _____ day of _____, _____.

By: _____ By: _____
Consultant City

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2010

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

SUBJECT:
Approval of award of Modification No. 4 to Contract No. 070370-DK, Environmental Management Consulting Services in connection with the Union Park (now Symphony Park) site construction activities, bounded by Grand Central Parkway, Bonneville Avenue and the Union Pacific Railroad Rail Line - City Parkway V, Inc. - Award recommended to: KLEINFELDER WEST, INC. ($100,000 - General Capital Projects Fund - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $100,000
Funding Source: General CPF
Dept./Division: City Parkway V, Inc.

PURPOSE/BACKGROUND:
On June 22, 2007 Contract No. 070370-DK was awarded to Kleinfelder West, Inc. for environmental management consulting services to assist in the identification, assessment and remediation of properties located in the Symphony Park area. This modification adds $100,000 and extends the term through April 2011 to support new development projects in this area. Funding is provided through general obligation variable rate bonds. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: P. Hoffman
POC: Dan Burns - (702) 736-2936

RECOMMENDATION:
That City Council approve Modification No. 4 to Contract No. 070370-DK, Environmental Management Consulting Services to Kleinfelder West, Inc. in the amount of $100,000 for a new total Contract amount of $520,000. Authority to execute the Modification is given to the President of City Parkway V, Inc.

BACKUP DOCUMENTATION:
1. Modification No. 4 to Contract No. 070370-DK
2. Certificate - Disclosure of Ownership/Principals

CONTRACT MODIFICATION No. 4
ENVIRONMENTAL MANAGEMENT CONSULTING SERVICES

This MODIFICATION No. 4 is being entered into this _____ day of _____, 2010, by and between CITY PARKWAY V, INC. (hereinafter the "CP V"), a non-profit corporation within the State of Nevada having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101, and KLEINFELDER WEST INC. (hereinafter the "Company") having its principal office at 6380 South Polaris Ave., Las Vegas, Nevada 89118.

The Contract between the City and the Company dated June 22, 2007, and its subsequent Modifications, are hereby modified as follows:

1. B-3 Prices/Costs

DELETE:

This Contract provides for payment of services performed by the Company at fixed labor rates and for fixed laboratory and analytical fees, with payments limited to a not-to-exceed amount of Four Hundred Twenty Thousand Dollars ($420,000.00).

REPLACE WITH:

This Contract provides for payment of services performed by the Company at fixed labor rates and for fixed laboratory and analytical fees, with payments limited to a not-to-exceed amount of Five Hundred Twenty Thousand Dollars (520,000.00).

2. B-4 Performance Period / Delivery Schedule. Extend the Contract performance period.

ADD:

In accordance with Contract terms, the parties mutually agree to extend the performance period of this Contract through April 30, 2011.

3. E-5 Insurance

DELETE:

Paragraph 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.

(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) Professional Liability Insurance 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) Company must provide required insurance documentation to Insurance Tracking Services (ITS) immediately upon notification of selection. Award is conditional upon verification by ITS that all insurance requirements have been met. 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 and terminate the Contract if the breach is not remedied, 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-ii shall have a Waiver of Subrogation provision endorsement in favor of the City of Las Vegas.

4. General

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

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

CITY PARKWAY V, INC.

ELIZABETH N. FRETWELL, President

"CP V"

ATTEST:

SCOTT D. ADAMS, Secretary/Treasurer

APPROVED AS TO FORM:

Robert S. Sylvain 4-23-10
Date

KLEINFELDER WEST INC.

Steven M. Myers

~~ROBERT CROMWELL, III, Area Manager~~
Steven Myers, Vice President

"Company"

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. **Definitions**

"City" means the City of Las Vegas.

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

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

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

2. **Policy**

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

3. **Instructions**

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

4. **Incorporation**

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

Block 1 Contracting Entity	Block 2 Description
Name **KLEINFELDER**	**Environmental Management Consulting Services**
Address **6380 S. Polaris Ave., Las Vegas, NV 89118-3821**	
Telephone **702-736-2936**	
EIN or DUNS **19 477 9724**	**Contract # 070370-DK**

Block 3 Type of Business

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	PLEASE SEE ATTACHED SHEET		
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Ownership/Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 1

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.

Robert C. Cromwell
Name

4-28-09
Date

Subscribed and sworn to before me this 28th day of April, 2009

Dawn Gess
Notary Public

DAWN GESS
Notary Public - State of Nevada
Appointment Recorded in Clark County
No: 08-7532-1 - Expires August 5, 2012

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

FULL NAME/TITLE	TITLE	BUSINESS ADDRESS	BUSINESS PHONE
David O. Cook	Sr. Principal Professional	3077 Fite Circle Sacramento, CA 95827	916-366-1701
Mark A. Loes	Sr. Client Manager	7802 Barton Lenexa, KS 66214	913-962-0909
William C. Gates	Sr. Principal Professional	14710 NE 87th St., #100 Redmond, WA 98052	425-636-7900
Louise M. D'Amico	Vice President – Business Admin.	3077 Fite Circle Sacramento, CA 95827	916-366-1701
Robert A. Martin	Regional Manager	2001 Arch-Airport Rd., #100 Stockton, CA 95206	209-948-1345
Michael M. Shiflett	Sr. Program Manager	6850 Manhattan Blvd., #300 Fort Worth, TX 76120	817-429-6692
Mark K. Paris	Sr. I.S. Manager	3077 Fite Circle Sacramento, CA 95827	916-366-1701
Richard C. Wells	Vice President – Corporate Business Development	313 Gallimore Dairy Road Greensboro, NC 27409-9724	336-668-0093
Michael F. Majchrzak	Vice President – Project Management	4670 Willow Road, #100 Pleasanton, CA 94588	925-484-1700
Jeffrey R. Vinson	Area Manager II	313 Gallimore Dairy Road Greensboro, NC 27409-9724	336-668-0093
N. Fred Schafer	Vice President – Corporate Business Development	4670 Willow Road, #100 Pleasanton, CA 94588	925-484-1700
Russell O. Carey	Chief Admin. Officer	5015 Shoreham Place San Diego, CA 92122	858-320-2000
Gerald J. Salontai	Retired Chief Executive Officer	5015 Shoreham Place San Diego, CA 92122	858-320-2000
Stephen S. Boll	Vice President – Corporate Business Development	3077 Fite Circle Sacramento, CA 95827	916-366-1701
Michael P. Kesler	Marketing Manager	43174 Business Park Dr., #103 Temecula, CA 92590	951-506-1488
John S. Lohman	Regional Manager	1826 Kramer Lane, #M Austin, TX 78758	512-926-6650
Thomas C. Ries	Retired Principal Professional	3077 Fite Circle Sacramento, CA 95827	916-366-1701
Donald L. Pomeroy	Division Manager	30 Porter Road Littleton, MA 01460	978-486-0060
Kevin E. Pottmeyer	Sr. Vice President	16017 N. Florida Ave., #104 Lutz, FL 33549	813-887-3900
John Moossazadeh	Division Manager	5015 Shoreham Place San Diego, CA 92122	858-320-2000
Russell E. Erbes	Sr. Vice President	10044 Granite Hills Drive Parker, CO 80134	303-840-4571
John A. Baker	Sr. Vice President – Project Management	3077 Fite Circle Sacramento, CA 95827	916-366-1701
Bartlett W. Patton	Sr. Vice President – Project Management	8 Pasteur, #190 Irvine, CA 92618	949-727-4466
William C. Siegel	Chief Executive Officer	5015 Shoreham Place San Diego, CA 92122	858-320-2000

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2010

DEPARTMENT: FIRE AND RESCUE
DIRECTOR: GREG GAMMON ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Revocable License Agreement between the City of Las Vegas and Howard Hughes Properties, Inc., for the use of property located at the southeast corner of Griffith Peak Drive and South Pavilion Center Drive for Life Safety Training - County

Fiscal Impact

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

PURPOSE/BACKGROUND:
This Agreement allows the City of Las Vegas the right to use the Property owned by Howard Hughes Properties, Inc., legally known as "All of Parcel 2 as shown on the Summerlin Village 13 West Parcel "T," Parcel Map on File in File 100 of Parcel Maps at Page 46 in the Office of the County Recorder of Clark County, Nevada," during the License Period from March 29, 2010, through December 31, 2010 solely for the purpose of Fire Life Safety Training.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Revocable License Agreement

REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2010, by and between HOWARD HUGHES PROPERTIES, INC., a Nevada corporation ("Licensor"), and CITY OF LAS VEGAS, a Nevada municipal corporation ("Licensee").

RECITALS

A. Licensor is the owner of certain real property (the "Property") located in Clark County Nevada, more particularly described on Exhibit "A" attached hereto.

B. Licensee desires to make use of the Property for certain purposes as described herein.

C. Licensor is willing to allow Licensee to enter upon the Property subject to all of the terms and conditions of this Agreement.

NOW, THEREFORE, Licensor and Licensee agree as follows:

1. **License.** Subject to the terms of this Agreement, Licensor agrees to permit Licensee to use the Property on a non-exclusive basis, in common with Licensor and such other persons to whom Licensor may from time to time grant rights, and Licensee accepts the right so to use the Property, upon and subject to the terms and conditions hereinafter set forth. It is hereby agreed and understood that this Agreement creates merely a revocable license to use the Property and that no right, title, estate or interest in or to the Property is granted to or vested in or intended to be granted to or vested in Licensee by virtue of this Agreement. Licensee acknowledges that all use of the Property by Licensee shall be pursuant to this Agreement and that Licensee shall not, by such use, acquire any rights in or to the Property by prescription, adverse possession or otherwise.

2. **License Period.** This Agreement shall be in effect from March 29, 2010 and shall expire on December 31, 2010 (the "License Period"), unless earlier terminated as herein provided. Licensee shall have the right to enter onto the Property for Fire Life Safety Training throughout the License Period as necessary; provided, however, Licensee shall provide Licensor with written notice of the training dates five (5) business days prior to Licensee's intent to enter onto the Property. Licensor reserves the right to disapprove any training dates that interfere with Licensor's use of the Property.

3. **Use of Property.** Licensee shall have the right to use the Property during the License Period, as set forth above, solely for the purpose of Fire Life Safety Training. Licensee shall not use the Property for any other purpose whatsoever. Licensee shall, by entering upon and occupying the Property, be deemed to have accepted the Property "AS IS", in its then condition, and Licensee hereby releases Licensor, and its directors, officers, employees and agents from any liability or loss caused by any latent or patent defect in or on the Property. Licensee shall comply with all governmental rules, regulations, ordinances, statutes and laws, and all covenants, conditions and restrictions pertaining to the Property or Licensee's use thereof. Licensee shall not permit anything to be done or kept upon the Property that does or could interfere with the rights of Licensor, its transferees, tenants and other licensees, or that will annoy any of them, nor shall Licensee commit or permit any nuisance or any immoral or illegal act to be committed thereon. Licensee acknowledges that Licensor and its agents, contractors and subcontractors are now or may, during the term of this Agreement, be engaged in the construction of improvements and other construction related activities on, adjacent to or in the vicinity of the Property. Licensee agrees to use its best efforts to avoid any interference with any such construction activities and further agrees to comply promptly with any and all requests by agents or employees of

Licensor (whether such requests are delivered in writing or orally) to move or remove any machinery, equipment, vehicles or persons interfering with the activities of Licensor or its agents, contractors or subcontractors.

4. **Intentionally Omitted**.

5. **Intentionally Omitted.**

6. **Maintenance and Restoration of Property.** Licensee shall keep and maintain the Property in good order, condition and repair (including any such replacement and restoration required for that purpose), shall provide all precautions for the safety and protection of persons and property and keep the Property free from waste. Upon termination of this Agreement, Licensee shall restore the Property to as good a condition as at the commencement of this Agreement.

7. **Improvements.** Licensee shall not make any alterations, improvements or changes, or install any fixtures, signs or billboards ("Improvements") in, upon or to the Property without the prior written consent of Licensor. Any Improvements made by Licensee shall, at Licensor's option, become the property of Licensor upon termination of this Agreement. Licensee shall execute such documents as Licensor may require to confirm that title to the Improvements vests in Licensor. Licensee shall, however, at Licensor's request, remove such Improvements at Licensee's sole cost and expense upon termination of this Agreement.

8. **Insurance**. Licensee is a self-insured municipal corporation.

9. **Indemnification.** Licensee is a self-insured municipal corporation. Licensee shall indemnify and hold Licensor and the Property harmless from any and all claims, demands, causes of action, judgments, liabilities, losses, costs, expenses (including attorneys' fees), liens, charges and encumbrances of any kind whatsoever in connection with, arising out of or by reason of the use of the Property by Licensee, its directors, officers, employees, agents, contractors, licensees, customers or business invitees; or in connection with, arising out of or by reason of any act, omission or negligence of Licensee, its members, managers, officers, employees, agents, contractors, licensees, customers or business invitees while in, upon, about or in any way connected with the Property; or arising from any accident, injury or damage, howsoever caused, to any person or property whatsoever occurring in, upon, about or in any way connected with the Property. Notwithstanding the foregoing, Licensee shall not be required to defend, save harmless or indemnify Licensor from any liability for injury, loss, accident or damage to any person or property resulting from Licensor's gross negligence or willful acts or omissions, or those of Licensor's its directors, officers, agents, contractors or employees; provided, however, nothing herein shall relieve any insurance carrier of its obligations under policies required to be carried by Licensee pursuant to the provisions of this Agreement to the extent that such policies cover the results of negligent acts or omissions of Licensor, its directors, officers, agents, contractors or employees, or the failure of Licensor to perform any of its obligations under this Agreement. This Section 9 shall survive any termination of this Agreement.

10. **Release of Liens.** Licensee shall, at its sole cost and expense, obtain the discharge and release of any lien, charge or encumbrance filed of record because of Licensee's actions on the Property, within fifteen (15) days after the filing of the same. Nothing contained herein shall prevent Licensor, at the cost and for the account of Licensee, from at any time obtaining such discharge and release in the event Licensee shall fail or refuse to do so. This Section 10 shall survive termination of this Agreement.

11. **Assignment.** Licensee shall not assign or transfer this Agreement or any rights hereunder nor shall Licensee mortgage, pledge, hypothecate or encumber the rights granted herein without the prior written consent of Licensor, nor shall this Agreement inure to the benefit of any trustee in bankruptcy, receiver or other successor of Licensee, whether by operation of law or otherwise, without such written consent. Any attempt so to assign or transfer this Agreement without such written consent shall be null and void and of no force or effect. This Agreement shall be binding upon the parties hereto and their respective heirs, successors and assigns.

12. **Licensor's Right of Entry.** Licensor and its authorized agents and representatives may enter the Property at any time for any reasonable purpose. Licensor may place upon the Property suitable signs or plaques giving notice to the effect that the Property is the property of Licensor and Licensor may post and/or record notices of non-responsibility with respect to the actions of Licensee upon the Property.

13. **Breach; Cancellation.** In the event of any breach of any representation contained herein or other default by Licensee in the performance of any term or condition of this Agreement, Licensor may cancel this Agreement immediately upon written notice to Licensee, re-enter the Property and take possession thereof and remove all persons and property therefrom. Licensee agrees to hold Licensor harmless from any liability whatsoever for the removal and/or storage of any property on the Property, whether of Licensee or any third party whomsoever.

14. **Notices.**

Any and all notices and demands by or from Licensor to Licensee, or by or from Licensee to Licensor, required or desired to be given hereunder shall be in writing and shall be validly given or made if served either personally or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand be served by registered or certified mail in the manner provided, service shall be conclusively deemed given two (2) days after mailing or upon receipt, whichever is sooner.

To Licensor:	HOWARD HUGHES PROPERTIES, INC. 10000 West Charleston Blvd., Suite 200 Las Vegas, NV 89135 Attention: Kevin Budny Facsimile: 702-791-4385
To Licensee:	CITY OF LAS VEGAS _____ Las Vegas, NV 89____ Attention: Elizabeth N. Fretwell Facsimile: 702-_____

Any party hereto may change its address for the purpose of receiving notices and demands as herein provided by a written notice given in the manner aforesaid to the other party hereto, which notice of change of address shall not become effective, however, until the actual receipt thereof by the other party.

All notices hereunder shall be as specific as reasonably necessary to enable the party receiving the same to respond thereto.

15. **No Partnership.** Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association between Licensor and Licensee. No provision of this Agreement, nor any acts of the parties hereto, shall be deemed to create any relationship between Licensor and Licensee other than the relationship of licensor and licensee.

16. **No Waiver.** Licensor's failure to enforce or delay in the enforcement of any provision hereof or any right hereunder shall not be construed as a waiver of such provision or right. Licensor's exercise of any right hereunder shall not preclude or prejudice the exercise thereafter of the same or any other right.

17. **Remedies Cumulative.** The various rights, options, elections and remedies of Licensor contained in this Agreement shall be cumulative, and no one of them shall be construed as exclusive of

any other, or of any right, priority or remedy allowed or provided for by law and not expressly waived in this Agreement.

18. **Captions.** The captions appearing at the commencement of the sections hereof are descriptive only and for convenience in reference to this Agreement and in no way whatsoever define, limit or describe the scope or intent of the Agreement, nor in any way affect this Agreement.

19. **Governing Law.** The laws of the State of Nevada shall govern the validity, construction, performance and effect of this Agreement.

20. **Exhibits.** All exhibits referred to herein are acknowledged by Licensee to have been fully and correctly completed and attached hereto prior to the execution of this Agreement, and Licensee and Licensor agree that such Exhibits form a part of, and are incorporated in, this Agreement.

21. **Entire Agreement.** This Agreement sets forth the entire understanding and agreement between the parties hereto and supersedes all previous communications, negotiations and agreements, whether oral or written, with respect to the subject matter hereof. No addition to or modification of this Agreement shall be binding on either party unless reduced to writing and duly executed by or on behalf of the parties hereto. No representation or statement not expressly contained in this Agreement or in any written, properly executed amendment to this Agreement shall be binding upon Licensor or Licensee as a warranty or otherwise.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first set forth above.

LICENSOR:

HOWARD HUGHES PROPERTIES, INC.,
a Nevada corporation, a debtor-in-possession

By:_____

Name:_____

Title:_____

LICENSEE:

CITY OF LAS VEGAS

By:_____
Oscar B. Goodman, Mayor

ATTEST:

_____
Beverly K. Bridges, MMC, City Clerk

Approved as to form:

_____
Deputy City Attorney

John S. Ridilla
Deputy City Attorney

EXHIBIT "A"

TO REVOCABLE LICENSE AGREEMENT

DESCRIPTION OF THE PROPERTY

ALL OF PARCEL 2 AS SHOWN ON THE SUMMERLIN VILLAGE 13 WEST PARCEL "T" PARCEL MAP ON FILE IN FILE 100 OF PARCEL MAPS AT PAGE 46 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of Traffic Signal Agreement between the City of Las Vegas and Decatur 215 LLC to reimburse the Decatur 215 LLC for Traffic Signal Impact Fees paid in connection with building permits and the issuance of credits for future development in the amount of $43,925.25 in return for the construction of a traffic signal at the intersection of Tropical Parkway and Decatur Boulevard ($10,493.15 - Traffic Improvements Capital Project Fund) - Ward 6 (Ross)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $10,493.15
Funding Source: Traffic Improvements Capital Project Fund
Dept./Division: Public Works/Traffic Engineering

PURPOSE/BACKGROUND:
Decatur 215 LLC constructed a traffic signal at Tropical Parkway and Decatur Boulevard, on the boundary between the City of Las Vegas (City) and the City of North Las Vegas at a total cost of $186,599. The developer will be refunded the $10,493.15 that was paid into the Traffic Improvements Capital Project Fund with building permits. The city owes the developer $43,935.25 for the City's portion of the traffic signal. This amount will remain in credit for future development at this site. If, after 5 years from the date of approval by City Council, credit is remaining, the owner of the land at that time will receive a payment for the remaining credit.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Traffic Signal Agreement

TRAFFIC SIGNAL AGREEMENT

THIS TRAFFIC SIGNAL AGREEMENT ("Agreement") is entered into as of the _____ day of _____, 2010, (the "Effective Date") by and between the City of Las Vegas, a municipal corporation of the State of Nevada (the "City") and Decatur 215 LLC, a Delaware limited liability company organized under the laws of the registered as a foreign limited liability company in the State of Nevada as Decatur 215 of Nevada LLC (the "Developer"). City and Developer are individually or collectively referred to herein as "Party" or "Parties."

RECITALS

WHEREAS, Developer has undertaken the construction of the commercial development commonly referred to as Decatur 215 Shopping Center (the "Development"), more specifically known as Assessor's Parcel Numbers ("APN") 125-25-512-001 and 125-25-614-001; and

WHEREAS, Developer constructed a traffic signal at the intersection of Tropical Parkway and Decatur Boulevard (the "Traffic Signal") at a total cost of One Hundred Eighty Six Thousand Five Hundred Ninety Nine Dollars and No Cents ($186,599.00); and

WHEREAS, Traffic Signal is located at the jurisdictional boundaries equally shared by City and City of North Las Vegas. Therefore, the cost of the City portion of the Traffic Signal is $93,299.50; and

WHEREAS, Developer paid Traffic Signal Impact Fees ("TSIF") of Ten Thousand Four Hundred Ninety Three Dollars and 15/100 ($10,493.15) in connection with building permits for three buildings in the Development on APN 125-25-614-001 that is currently owned by Developer and the Owner of APN 125-25-512-001 paid TSIF of Thirty Eight Thousand Eight Hundred Eighty One Dollars and No Cents ($38,881.00) for construction on APN 125-25-512-001 currently owned by others; and

WHEREAS, City and Developer desire to enter this Agreement, pursuant to the City's Municipal Code, in order for the City to reimburse Developer for certain construction costs and to establish TSIF credits for future development;

NOW, THEREFORE, in consideration of the mutual terms, conditions, and covenants hereinafter set forth, the Parties agree as follows:

TERMS

A. City will reimburse Developer Ten Thousand Four Hundred Ninety Three Dollars and 15/100 ($10,493.15) for the TSIF paid for by Developer in connection with building permits for three buildings in the Development on APN 125-25-614-001 that is currently owned by Developer. The City shall use commercially reasonable efforts to promptly reimburse Developer upon execution of this Agreement by the City's City Council, and no later than 60 days after the Effective Date.

B. City will credit remaining costs for the Traffic Signal due to the Developer or successors in the Development , Forty Three Thousand Nine Hundred Twenty Five Dollars and 35/100 ($43,925.35) (the "Credit"), for future construction on remaining pads on either APN 125-25-512-001 or APN 125-25-614-001 as building permits are submitted and approved.

C. Usage of the Credit shall conform to City Municipal Code Section 4.32.100 – Traffic Impact Fee—Credit issuance. After the Credit is exhausted by either Developer or successors in the Development, additional TSIF will be assessed in connection with any building permits that are issued to Developer or successors in the Development in accordance with the City's Municipal Code in effect at the time building permits are submitted and approved. Any unused Credits remaining upon expiration of the term set forth below shall be reimbursed to Developer by means of a cash payment from the City to Developer.

This Credit shall be valid from the Effective Date, until five (5) years after the Effective Date, or until the Credit is exhausted by construction commenced by either Developer or successors in the Development.

REPRESENTATIONS AND WARRANTIES

A. Representations and Warranties by City

City represents and warrants to Developer that as of the date hereof and the date of execution of this Agreement:

1. The City is a municipal corporation of the State of Nevada.

2. The City has all requisite power and authority to enter into and perform its obligations under this Agreement.

3. By proper action of the City, the City's signatories have been duly authorized to execute and deliver this Agreement.

4. To the City's actual knowledge, no condemnation, eminent domain or similar proceedings have been instituted or threatened against the Development.

5. To the City's actual knowledge, there are no legal actions, suits or proceedings pending or threatened before any judicial body or any governmental or quasi-governmental authority against the Development or against City which would inhibit the City's ability to perform its obligations under this Agreement.

6. To the City's actual knowledge, the execution, delivery and performance of this Agreement by the City will not (i) conflict with or be in contravention of any provision of law, order, rule or regulation applicable to the City or the Development, or (ii) result in any lien, charge or encumbrance of any nature on the Development.

7. The execution of this Agreement by the City does not violate any provision of any other agreement to which the City is a party.

8. Except as may be specifically set forth herein, no approvals or consents not heretofore obtained by the City are necessary in connection with the execution of this Agreement by the City or with the performance by the City of its obligations hereunder.

9. As used in this Agreement, the term "the City's actual knowledge" means the actual knowledge of the members of the City Council, the City Manager's Office, the City Attorney's Office, or of the Managers of any of the Departments within the City, without a duty to investigate City files.

10. City acknowledges that Developer may enter separate agreement(s) with purchasers of portions of the Development with the intent to reimburse Developer for the use of the credits applicable to the portion of the Development sold.

B. Representations and Warranties of Developer

Developer represents and warrants to the City that as of the date hereof and the date of property transfer:

1. Developer is a limited liability company duly organized and existing under the laws of the State of Delaware and qualified to do business as a foreign limited liability company in the State of Nevada.

2. Developer has all requisite power and authority to carry out its business as now and whenever conducted and to enter into and perform its obligations under this Agreement.

3. By proper action of Developer, Developer's signatories have been duly authorized to execute and deliver this Agreement.

4. The execution of this Agreement by Developer does not violate any provision of any other agreement or other document to which Developer is a party or otherwise.

5. Except as may be specifically set forth in this Agreement, no approvals or consents not heretofore obtained by Developer are necessary in connection with the execution of this Agreement by Developer or with the performance by Developer of its obligations hereunder.

6. Neither Developer nor any of its member (managing or otherwise) is currently a debtor in a case under the Bankruptcy Code (Title 11 U.S.C.), is the subject of an involuntary petition under the Bankruptcy Code, has made an assignment for the benefit of creditors or is insolvent and unable to pay its debts as they become due.

7. Developer acknowledges that he is not the current owner of APN 125-25-512-001 and the owner of APN 125-25-512-001, and not Developer, is eligible to receive any TSIF paid on the parcel.

APPLICABLE LAWS; ATTORNEYS' FEES

A. 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.

VENUE

B. Jurisdiction for judicial review under this Agreement shall rest exclusively with the Eighth Judicial District Court, County of Clark, State of Nevada and the United States federal courts for the District of Nevada.

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APPROVAL OF AGREEMENT BY CITY

This Agreement, when executed by Developer and delivered to the City, must be authorized, executed and delivered by the City to be effective. The effective date of this Agreement shall be the date when this Agreement has been signed by both 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: John S. Ridilla 4/30/10
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

DECATUR 215 LLC, a Delaware limited liability company

By Weingarten Realty Investors, a Texas real estate investment trust, its Manager

By: _____

Name: Timothy M. Fraikos

Title: Vice President

City of Las Vegas Agenda Item No.: **32.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of Supplemental Interlocal Contract 554d between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to increase funding in the amount of $2,000 for the Centennial Parkway/Grand Montecito Parkway Traffic Improvements project ($2,000 - RTC) - Ward 6 (Ross)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**

Amount: $2,000
Funding Source: RTC
Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:
The City of Las Vegas entered into an Interlocal Contract with the Regional Transportation Commission of Southern Nevada (RTC) on April 12, 2007 and Supplemental Interlocal Contracts dated April 9, 2009, June 11, 2009 and March 11, 2010 for roadway improvements for the Centennial Parkway/Grand Montecito Parkway intersection improvements project. This Supplemental Interlocal Contract 554d will increase project funding in the amount of $2,000. Expenditures came in higher than anticipated and the contract is being increased to reflect current expenditures. Total cost of the contract shall not exceed $252,000. The Regional Transportation Commission of Southern Nevada approved this contract at their April 8, 2010 Board meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Supplemental Interlocal Contract 554d

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 4
CENTENNIAL PARKWAY / GRAND MONTECITO PARKWAY
TRAFFIC IMPROVEMENTS

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 4 made and entered into this _____ day of _____, 2010 by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as the "CITY" and the Regional Transportation Commission of Southern Nevada hereinafter referred to as "RTC".

WITNESSETH

WHEREAS, RTC approved an Interlocal Contract on April 12, 2007 and supplemental interlocal contracts on April 9, 2009, June 11, 2009 and March 11, 2010 for a project to design, purchase right-of-way, perform construction inspection and construct roadway improvements for Centennial Parkway / Grand Montecito Parkway Traffic Improvements, being located wholly within the CITY; and

WHEREAS, the RTC previously granted "Authorization to Proceed" for construction, engineering, right-of-way acquisition, and right-of-way other; and,

WHEREAS, the CITY desires to increase total project funding.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, it is mutually agreed to supplement the Interlocal Contract for the Project as follows:

SECTION II - PROJECT COSTS shall be revised to read as follows:

The RTC agrees to provide funding for project costs according to Section 6.1 REIMBURSEMENT COSTS of the Policies and Procedures Manual of the RTC within the limits specified below:

1. The total cost for construction, engineering, right-of-way acquisition, and right-of-way other shall not exceed $252,000 which includes all of the above.

2. The City will be issued a revised "Authorization to Proceed" for construction at a cost not to exceed $67,000, engineering design at a cost not to exceed $17,500, right-of-way acquisitions at a cost not to exceed $162,500, and right-of-way other at a cost not to exceed $5,000 at the time written Authorization to Proceed is received from the RTC. The "Revised Authorization to Proceed" shall state a specific amount within the total estimated cost of the Project and, upon approval by the RTC, only that amount shall be encumbered and allocated.

3. A written request must be made to the RTC and an additional supplemental interlocal contract approved to allow exceptions to the adopted policies and procedures of the RTC or the amount noted above prior to payment of any additional funds.

The remainder of the Interlocal Contract dated April 12, 2007 and supplemental interlocal contracts dated April 9, 2009, June 11, 2009 and March 11, 2010 shall remain unchanged.

IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 4 is effective as of the date first set forth above.

Date of Commission Action:

4/8/2010

REGIONAL TRANSPORTATION COMMISSION

BY: Lawrence L Brown III

LAWRENCE L. BROWN III, Chairman

Attest:

Lisa Magnusson

LISA MAGNUSSON, Executive Assistant

Approved as to Form and Legality:

ZEV KAPLAN, General Counsel

Date of Council Action:

CITY OF LAS VEGAS

BY: _____

OSCAR B. GOODMAN, Mayor

Attest:

BEVERLY K. BRIDGES, MMC
City Clerk

Approved as to Form and Legality:

John S. Ridilla 4/27/10

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

City of Las Vegas Agenda Item No.: **33.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of Interlocal Contract LAS05J10 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to provide construction funding in the amount of $10,250,000 for the Oakey Meadows Storm Drain Phase II project extending from Charleston Boulevard and Hinson Street intersection west to Decatur Boulevard ($10,250,000 - CCRFCD) - Ward 1 (Tarkanian)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $10,250,000
Funding Source: CCRFCD
Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:

The Oakey Meadows Storm Drain Phase II project is described in the 2008 Master Plan Update and is further identified in the Regional Flood Control District's Ten-Year Construction Program. The proposed improvements include approximately 5,200 feet of reinforced concrete box culvert and associated lateral and drainage conveyance facilities. Total cost of the contract shall not exceed $10,250,000. The Clark County Regional Flood Control District approved this contract at its April 8, 2010 Board meeting.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Interlocal Contract LAS05J10

INTERLOCAL CONTRACT
OAKEY MEADOWS STORM DRAIN – PHASE II

THIS INTERLOCAL CONTRACT made and entered into as of the 8th day of April, 2010 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT" and the CITY OF LAS VEGAS, hereinafter referred to as "CITY".

W I T N E S S E T H

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements; and

WHEREAS, the flood control improvements proposed herein are the same as those generally is identified in the 2008 Master Plan Update, as facilities MEOK 0070 through 0110 hereinafter referred to as "PROJECT"; and

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and

WHEREAS, the PROJECT has been approved by the DISTRICT on its annual Ten Year Construction Program; and

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley.

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

SECTION I - SCOPE OF THE PROJECT

THIS INTERLOCAL CONTRACT applies to construction and construction management associated with the Oakey Meadows Storm Drain – Phase II. The basic improvements shall consist of drainage facilities including reinforced concrete boxes, pipes, channels, channel access, collection facilities and other appurtenances as may be necessary to control floodwaters. The improvements shall be funded through DISTRICT funds as herein described. This project is further identified and shown on the attached Exhibit "A".

SECTION II - PROJECT COSTS

The DISTRICT agrees to fund project costs within the limits specified below:

1. Construction Management at a cost not to exceed $650,000.

2. Construction at a cost not to exceed $9,600,000.

3. The total cost of the contract shall not exceed $10,250,000 which includes all of the items described in the paragraphs above.

4. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.

5. A written request must be made to the DISTRICT and a Supplemental Interlocal Contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

SECTION III - GENERAL

1. The Clark County Regional Flood Control District shall be shown on the title sheet of both the plans and specifications as the funding agency.

2. The CITY will use its best efforts to award the bid for this project by July 7, 2010. Prior to submission of the first payment request, the Entity will submit to the DISTRICT a construction schedule and cash flow projection. The CITY will take all reasonable steps possible to avoid delays in the construction of DISTRICT funded projects. Project delays more than four months, as measured from the award date, may be subject to a formal review by both the Technical Advisory Committee and the District Board of Directors. At the review, the CITY will have an opportunity to present information relative to the delays, measures taken to avoid the delays and the likelihood of those delays continuing. The Board will make a determination, in view of the delays and limited available funding, whether project funding should continue. In the case that the Board chooses to discontinue funding, the Board may cancel any Interlocal Contract(s) associated with the project and discontinue funding for the remainder of the project. Funding already spent or appropriated by the CITY will not be required to be refunded to the DISTRICT. Project funding can be reconsidered at any time when the CITY can demonstrate that the project can proceed on an acceptable schedule.

3. The CITY will comply with the Local Purchasing Act, Chapter 332 and Public Works Projects, Chapter 338, of the Nevada Revised Statutes.

4. The CITY, its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations in effect at the time work is performed on the PROJECT.

5. The CITY will require appropriate financial security for the construction of the PROJECT.

6. The CITY shall provide all impacted entities and the DISTRICT with the opportunity to provide the CITY with input relative to the following processes: scope of services development; consultant selection; design, construction and maintenance review; and monitoring of the effectiveness and impacts of facilities on flood flows.

7. Applicable portions of the current editions of the Policies and Procedures, the Hydrologic Criteria and Drainage Design Manual and the Uniform Regulations for the Control of Drainage adopted by the DISTRICT will apply in developing this PROJECT unless specifically superseded by this CONTRACT.

8. Purchases of right-of-way in excess of that actually needed for construction will not be allowed unless a comparison between the cost of excess acquisition and needed acquisition, including damages, indicates that benefits from such a transaction would result. Title to residual property will be vested in the name of the CITY. Revenues derived from the sale of these properties, less the cost of the sale of these properties, will be forwarded to the DISTRICT.

9. Administrative settlements and acceptance of counter offers involving right-of-way may only be made following a review and approval by the DISTRICT.

10. The DISTRICT will pay the CITY, or make payment directly to its contractor or its consultant, each month for project costs as outlined in SECTION II – PROJECT COSTS. Invoices must identify and allocate all costs to the categories noted below:

    a. Right-of-Way acquisition including appraisals, title and escrow, negotiations, legal fees, recording fees, etc.
    b. Pre-design Engineering (all work prior to design, excluding right-of-way)
    c. Design Engineering
    d. Construction Engineering
    e. Construction (all work after award of construction contract)
    f. Environmental: Costs incurred by the Lead Entity for the preparation of environmental documentation applicable to the PROJECT and costs incurred for the implementation of mitigation measures provided in an environmental document (e.g., EIS or EA)
    g. Other including landscaping, flood insurance rate map amendments or revisions, etc.

11. Accurate documentation of all work performed and payments made will be maintained by the CITY for a period of three (3) years in hard copy form after

final PROJECT approval and payment. Following the three-year period, the CITY shall keep records for permanent storage in original form, in microfilm/fiche media or an electronic format.

12. The DISTRICT reserves the right to review and/or audit all records pertaining to all projects both during and after PROJECT completion.

13. Up to the limits set forth in NRS Chapter 41, the CITY will indemnify and defend the DISTRICT against and from any and all claims and demands of whatsoever nature which arises out of allegations of negligence or misconduct of CITY officers, employees or agents, related to or under this Contract which results from injury to or death of any persons whomsoever, or against and from damage to or loss or destruction of property.

14. Any costs found to be improperly allocated to this PROJECT will be refunded by the CITY to the DISTRICT.

15. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to June 1, 2012. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

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IN WITNESS WHEREOF, the Parties have caused this Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

_____

Date of District Action

April 8, 2010

City of Las Vegas

By: _____
Oscar B. Goodman, Mayor

Regional Flood Control District

By: Lawrence L Brown III
LAWRENCE L. BROWN, III,
Chairman

Attest

By: _____
Beverly K. Bridges, MMC
City Clerk

Attest

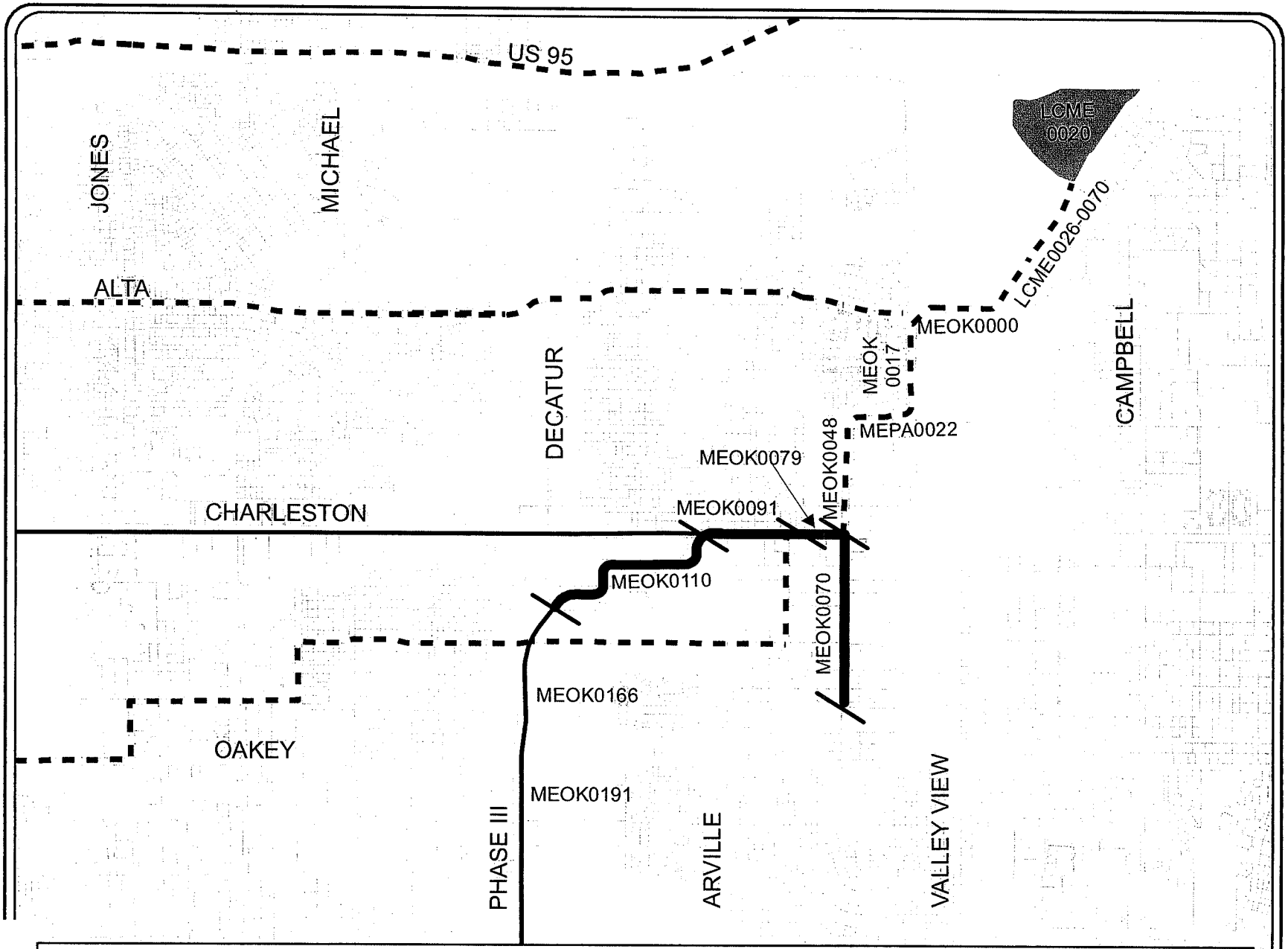
By: Carolyn Frazier
Carolyn Frazier
Secretary to the Board

Approved as to form

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

Approved as to Form

By: Christopher Figgins
Christopher Figgins Date
Chief Deputy District Attorney



Public Works
Flood Control Planning

N

LEGEND

- PROPOSED MPU FACILITY
- EXISTING MPU FACILITY
- PROPOSED MPU FACILITY
- EXISTING MEADOWS DETENTION BASIN

EXHIBIT A
OAKEY - MEADOWS STORM DRAIN, PHASE II **(LAS05J10)**

LAS05J10

H:\Depot\Engineering_Planning\Flood\ARCVIEW\CCRFCD\Exhibit A - Oakey - Meadows Storm Drain, Phase II (LAS05J10)_03122010.mxd

Due to continuous development activity this map is for reference only.

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City of Las Vegas Agenda Item No.: **34.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of Bonneville Clark Connector Agreement and Right of Entry Agreement between the City of Las Vegas and FC Vegas 39, LLC, FC Vegas 20, LLC and LiveWork, LLC in support of the Bonneville-Clark Connector Project - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Bonneville Clark Connector Agreement and Right of Entry Agreement are being executed to provide the framework for the conveyance of the right of way required to construct the Bonneville-Clark Connector Project. In conjunction with the conveyance of the right of way for the Project, the City will convey air parcels over the Bonneville-Clark Connector project area for future development by FC Vegas and LiveWork. The Agreement also provides for a right of entry to permit the City to demolish the existing buildings and to use the developer's adjacent parcels during construction. The Agreement also sets forth the terms for the conveyance of land along Bonneville Avenue for the future widening of Bonneville Avenue in exchange for a vacation of a portion of First Street. All subsequent transactions contemplated in this Agreement will be prepared and submitted for Council approval.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Traffic Signal Agreement
2. Certificate Disclosure of Ownership/Principals

TRAFFIC SIGNAL AGREEMENT

THIS TRAFFIC SIGNAL AGREEMENT ("Agreement") is entered into as of the _____ day of _____, 2010, (the "Effective Date") by and between the City of Las Vegas, a municipal corporation of the State of Nevada (the "City") and Decatur 215 LLC, a Delaware limited liability company organized under the laws of the registered as a foreign limited liability company in the State of Nevada as Decatur 215 of Nevada LLC (the "Developer"). City and Developer are individually or collectively referred to herein as "Party" or "Parties."

RECITALS

WHEREAS, Developer has undertaken the construction of the commercial development commonly referred to as Decatur 215 Shopping Center (the "Development"), more specifically known as Assessor's Parcel Numbers ("APN") 125-25-512-001 and 125-25-614-001; and

WHEREAS, Developer constructed a traffic signal at the intersection of Tropical Parkway and Decatur Boulevard (the "Traffic Signal") at a total cost of One Hundred Eighty Six Thousand Five Hundred Ninety Nine Dollars and No Cents ($186,599.00); and

WHEREAS, Traffic Signal is located at the jurisdictional boundaries equally shared by City and City of North Las Vegas. Therefore, the cost of the City portion of the Traffic Signal is $93,299.50; and

WHEREAS, Developer paid Traffic Signal Impact Fees ("TSIF") of Ten Thousand Four Hundred Ninety Three Dollars and 15/100 ($10,493.15) in connection with building permits for three buildings in the Development on APN 125-25-614-001 that is currently owned by Developer and the Owner of APN 125-25-512-001 paid TSIF of Thirty Eight Thousand Eight Hundred Eighty One Dollars and No Cents ($38,881.00) for construction on APN 125-25-512-001 currently owned by others; and

WHEREAS, City and Developer desire to enter this Agreement, pursuant to the City's Municipal Code, in order for the City to reimburse Developer for certain construction costs and to establish TSIF credits for future development;

NOW, THEREFORE, in consideration of the mutual terms, conditions, and covenants hereinafter set forth, the Parties agree as follows:

TERMS

A. City will reimburse Developer Ten Thousand Four Hundred Ninety Three Dollars and 15/100 ($10,493.15) for the TSIF paid for by Developer in connection with building permits for three buildings in the Development on APN 125-25-614-001 that is currently owned by Developer. The City shall use commercially reasonable efforts to promptly reimburse Developer upon execution of this Agreement by the City's City Council, and no later than 60 days after the Effective Date.

B. City will credit remaining costs for the Traffic Signal due to the Developer or successors in the Development , Forty Three Thousand Nine Hundred Twenty Five Dollars and 35/100 ($43,925.35) (the "Credit"), for future construction on remaining pads on either APN 125-25-512-001 or APN 125-25-614-001 as building permits are submitted and approved.

C. Usage of the Credit shall conform to City Municipal Code Section 4.32.100 – Traffic Impact Fee—Credit issuance. After the Credit is exhausted by either Developer or successors in the Development, additional TSIF will be assessed in connection with any building permits that are issued to Developer or successors in the Development in accordance with the City's Municipal Code in effect at the time building permits are submitted and approved. Any unused Credits remaining upon expiration of the term set forth below shall be reimbursed to Developer by means of a cash payment from the City to Developer.

This Credit shall be valid from the Effective Date, until five (5) years after the Effective Date, or until the Credit is exhausted by construction commenced by either Developer or successors in the Development.

REPRESENTATIONS AND WARRANTIES

A. Representations and Warranties by City

City represents and warrants to Developer that as of the date hereof and the date of execution of this Agreement:

1. The City is a municipal corporation of the State of Nevada.

2. The City has all requisite power and authority to enter into and perform its obligations under this Agreement.

3. By proper action of the City, the City's signatories have been duly authorized to execute and deliver this Agreement.

4. To the City's actual knowledge, no condemnation, eminent domain or similar proceedings have been instituted or threatened against the Development.

5. To the City's actual knowledge, there are no legal actions, suits or proceedings pending or threatened before any judicial body or any governmental or quasi-governmental authority against the Development or against City which would inhibit the City's ability to perform its obligations under this Agreement.

6. To the City's actual knowledge, the execution, delivery and performance of this Agreement by the City will not (i) conflict with or be in contravention of any provision of law, order, rule or regulation applicable to the City or the Development, or (ii) result in any lien, charge or encumbrance of any nature on the Development.

7. The execution of this Agreement by the City does not violate any provision of any other agreement to which the City is a party.

8. Except as may be specifically set forth herein, no approvals or consents not heretofore obtained by the City are necessary in connection with the execution of this Agreement by the City or with the performance by the City of its obligations hereunder.

9. As used in this Agreement, the term "the City's actual knowledge" means the actual knowledge of the members of the City Council, the City Manager's Office, the City Attorney's Office, or of the Managers of any of the Departments within the City, without a duty to investigate City files.

10. City acknowledges that Developer may enter separate agreement(s) with purchasers of portions of the Development with the intent to reimburse Developer for the use of the credits applicable to the portion of the Development sold.

B. Representations and Warranties of Developer

Developer represents and warrants to the City that as of the date hereof and the date of property transfer:

1. Developer is a limited liability company duly organized and existing under the laws of the State of Delaware and qualified to do business as a foreign limited liability company in the State of Nevada.

2. Developer has all requisite power and authority to carry out its business as now and whenever conducted and to enter into and perform its obligations under this Agreement.

3. By proper action of Developer, Developer's signatories have been duly authorized to execute and deliver this Agreement.

4. The execution of this Agreement by Developer does not violate any provision of any other agreement or other document to which Developer is a party or otherwise.

5. Except as may be specifically set forth in this Agreement, no approvals or consents not heretofore obtained by Developer are necessary in connection with the execution of this Agreement by Developer or with the performance by Developer of its obligations hereunder.

6. Neither Developer nor any of its member (managing or otherwise) is currently a debtor in a case under the Bankruptcy Code (Title 11 U.S.C.), is the subject of an involuntary petition under the Bankruptcy Code, has made an assignment for the benefit of creditors or is insolvent and unable to pay its debts as they become due.

7. Developer acknowledges that he is not the current owner of APN 125-25-512-001 and the owner of APN 125-25-512-001, and not Developer, is eligible to receive any TSIF paid on the parcel.

APPLICABLE LAWS; ATTORNEYS' FEES

A. 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.

VENUE

B. Jurisdiction for judicial review under this Agreement shall rest exclusively with the Eighth Judicial District Court, County of Clark, State of Nevada and the United States federal courts for the District of Nevada.

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APPROVAL OF AGREEMENT BY CITY

This Agreement, when executed by Developer and delivered to the City, must be authorized, executed and delivered by the City to be effective. The effective date of this Agreement shall be the date when this Agreement has been signed by both 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: John S. Ridilla 4/30/10
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

DECATUR 215 LLC, a Delaware limited liability company

By Weingarten Realty Investors, a Texas real estate investment trust, its Manager

By: _____

Name: Timothy M. Fraikos

Title: Vice President

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 1	Contracting Entity
Name:	FC Vegas 20, LLC
Address:	50 Public Sq., Ste 1360 Cleveland, OH 44113
Telephone:	216-621-6060
EIN or DUNS:	26-0342195

Block 2	Description
Subject Matter of Contract/Agreement: Construction of a roadway connecting Bonneville Avenue with Clark Avenue in Las Vegas	
RFP #:	

Block 3	Type of Business			
Individual	Partnership	X-Limited Liability Company	Corporation	

Block 4 **Disclosure of Ownership and Principals**

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Canton Centre Mall Limited Partnership	50 Public Sq., Ste 1360 Cleveland, OH 44113	216-621-6060
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: ___-0-_____.

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

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

By: Canton Centre Mall Limited Partnership,
Sole Member
By: F.C. Canton Centre, Inc.

Robert G. O'Brien, Vice President &Treasurer

May 7, 2010
Date

Subscribed and sworn to before me this 7th day of May, 2010.

Notary Public

DENISE M. SCAGLIONE
Notary Public, State of Ohio
My Commission Expires Apr. 21, 2012
(Recorded in Lorain County)

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

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CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 1	Contracting Entity
Name:	FC Vegas 39, LLC
Address:	50 Public Sq., Ste 1360 Cleveland, OH 44113
Telephone:	216-621-6060
EIN or DUNS:	27-0331181

Block 2	Description
Subject Matter of Contract/Agreement: Construction of a roadway connecting Bonneville Avenue with Clark Avenue in Las Vegas	
RFP #:	

Block 3	Type of Business			
Individual	Partnership	X-Limited Liability Company	Corporation	

Block 4 Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Rolling Acres Properties Co. Limited Partnership	50 Public Sq., Ste 1360 Cleveland, OH 44113	216-621-6060
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: ___-0-_____.

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

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

Name of Attached Document: _____

Date of Attached Document: _____

Number of Pages:

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

By: Artus, Inc., General Partner

Robert G. O'Brien, Vice President & Treasurer

May 7, 2010
Date

Subscribed and sworn to before me this 7th day of May, 2010.

Notary Public

DENISE M. SCAGLIONE
Notary Public, State of Ohio
My Commission Expires Apr. 21, 2012
(Recorded in Lorain County)

City of Las Vegas Agenda Item No.: **35.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
RESOLUTIONS:

R-32-2010 - Approval of a Resolution amending Schedule 25-II, 35 MPH Speed Limits, and Schedule 25-IV, 45 MPH Speed Limits, to change the speed limit on Decatur Boulevard between Ann Road and Tropical Parkway from 35 MPH to 45 MPH - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Traffic Engineering Division is recommending that the speed limit on Decatur Boulevard between Ann Road and Tropical Parkway be raised from 35 to 45 mph. The east side of Decatur Boulevard on this stretch of roadway is in North Las Vegas' jurisdiction, and the west side is in the City of Las Vegas' jurisdiction. Traffic studies conducted by the County showed that the 85th percentile speed was 46.5 mph. North Las Vegas has already posted their portion at 45 mph. Staff considers 45 mph speed limit to be the appropriate speed limit for this roadway.

RECOMMENDATION:
Traffic and Parking Commission: Approval
Staff: Approval

BACKUP DOCUMENTATION:
1. Resolution No. R-32-2010
2. Map

R E S O L U T I O N
R-32-2010

WHEREAS, various sections of TITLE 11 of the Las Vegas Municipal Code allow for additions to and corrections of the Schedules which are established in the respective sections to be effected by Resolution; and

WHEREAS, it has been determined and recommended by the Traffic and Parking Commission and the City Traffic Engineer that the following additions and corrections be made in said Schedule;

NOW, THEREFORE, be it resolved by the City Council of the City of Las Vegas, Nevada, that the following Schedule pertaining to TITLE 11 of the City Code be amended as follows:

Schedule 25-II be amended to **delete** the following 35 MPH Speed Limit Zone:

STREET	**FROM**	**TO**
Decatur Blvd.	Ann Road	North City Limits

Schedule 25-II be amended to **add** the following 35 MPH Speed Limit Zone:

STREET	**FROM**	**TO**
Decatur Blvd.	Tropical Parkway	North City Limits

Schedule 25-IV be amended to **delete** the following 45 MPH Speed Limit Zone:

STREET	**FROM**	**TO**
Decatur Blvd.	Cheyenne Avenue	Ann Road

Schedule 25-IV be amended to **add** the following 45 MPH Speed Limit Zone:

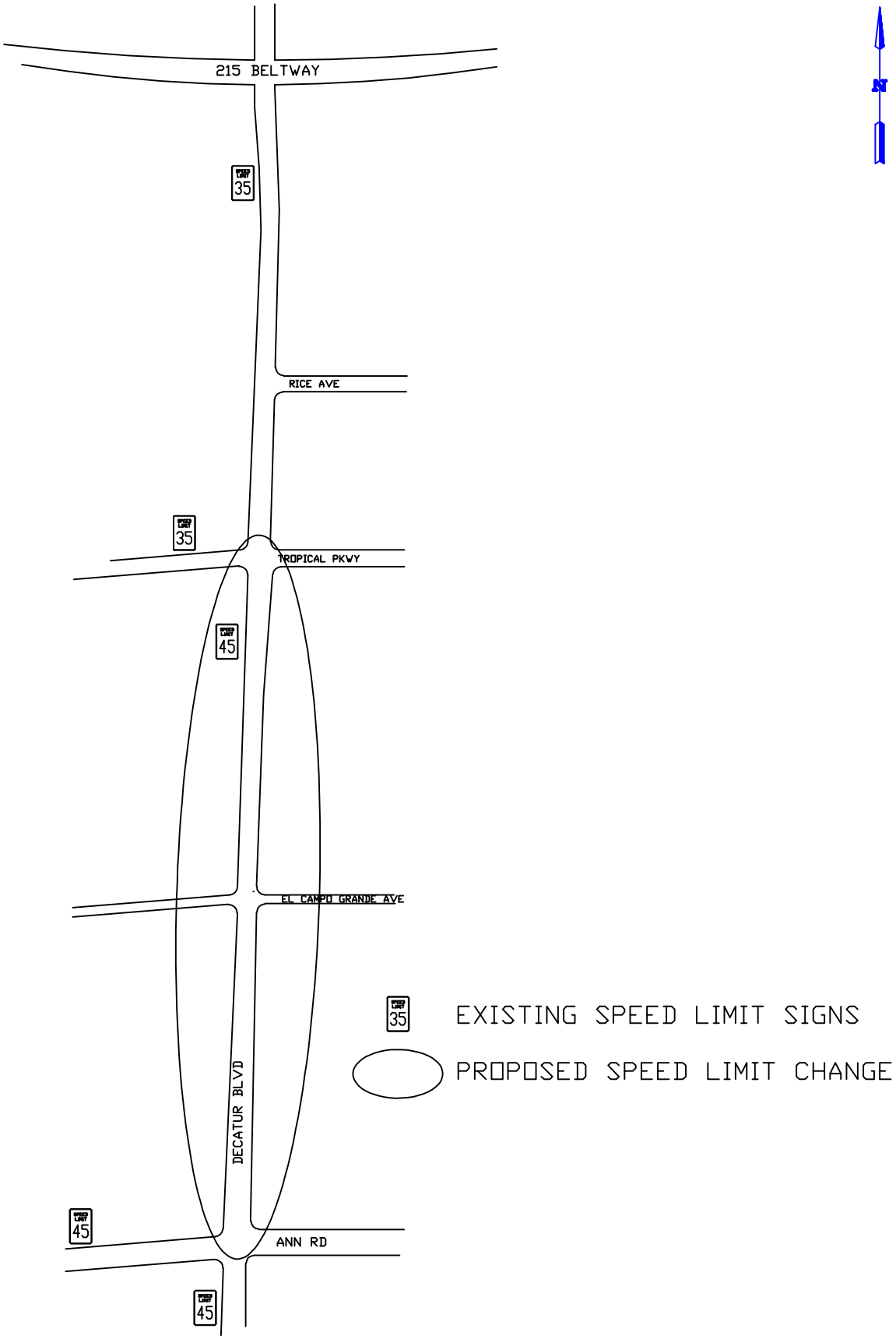
STREET	**FROM**	**TO**
Decatur Blvd.	Cheyenne Avenue	Tropical Parkway

_____
OSCAR GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, CMC

City Clerk


215 BELTWAY
35
RICE AVE
35
TROPICAL PKWY
45
EL CAMPO GRANDE AVE
DECATUR BLVD
45
ANN RD
45
N
35
EXISTING SPEED LIMIT SIGNS
PROPOSED SPEED LIMIT CHANGE

City of Las Vegas Agenda Item No.: **36.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
RESOLUTIONS:

R-33-2010 - Approval of a Resolution amending Schedule 25-IV, 45 MPH Speed Limits, to add the speed limit of 45 MPH on Sky Pointe Drive between Tenaya Way and Azure Drive - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Traffic Engineering Division is recommending that a speed limit of 45 mph be established on Sky Pointe Drive between Tenaya Way and Azure Drive. The city of Las Vegas has accepted responsibility for Sky Pointe Drive between Tenaya Way and Azure Drive from the Nevada Department of Transportation. Traffic studies conducted on Sky Pointe Drive showed that 45 mph is the appropriate speed limit for this roadway. The Nevada Department of Transportation has already posted the 45 mph speed limit.

RECOMMENDATION:
Traffic and Parking Commission: Approval
Staff: Approval

BACKUP DOCUMENTATION:
1. Resolution No. R-33-2010
2. Map

R E S O L U T I O N
R-33-2010

WHEREAS, various sections of TITLE 11 of the Las Vegas Municipal Code allow for additions to and corrections of the Schedules which are established in the respective sections to be effected by Resolution; and

WHEREAS, it has been determined and recommended by the Traffic and Parking Commission and the City Traffic Engineer that the following additions and corrections be made in said Schedule;

NOW, THEREFORE, be it resolved by the City Council of the City of Las Vegas, Nevada, that the following Schedule pertaining to TITLE 11 of the City Code be amended as follows:

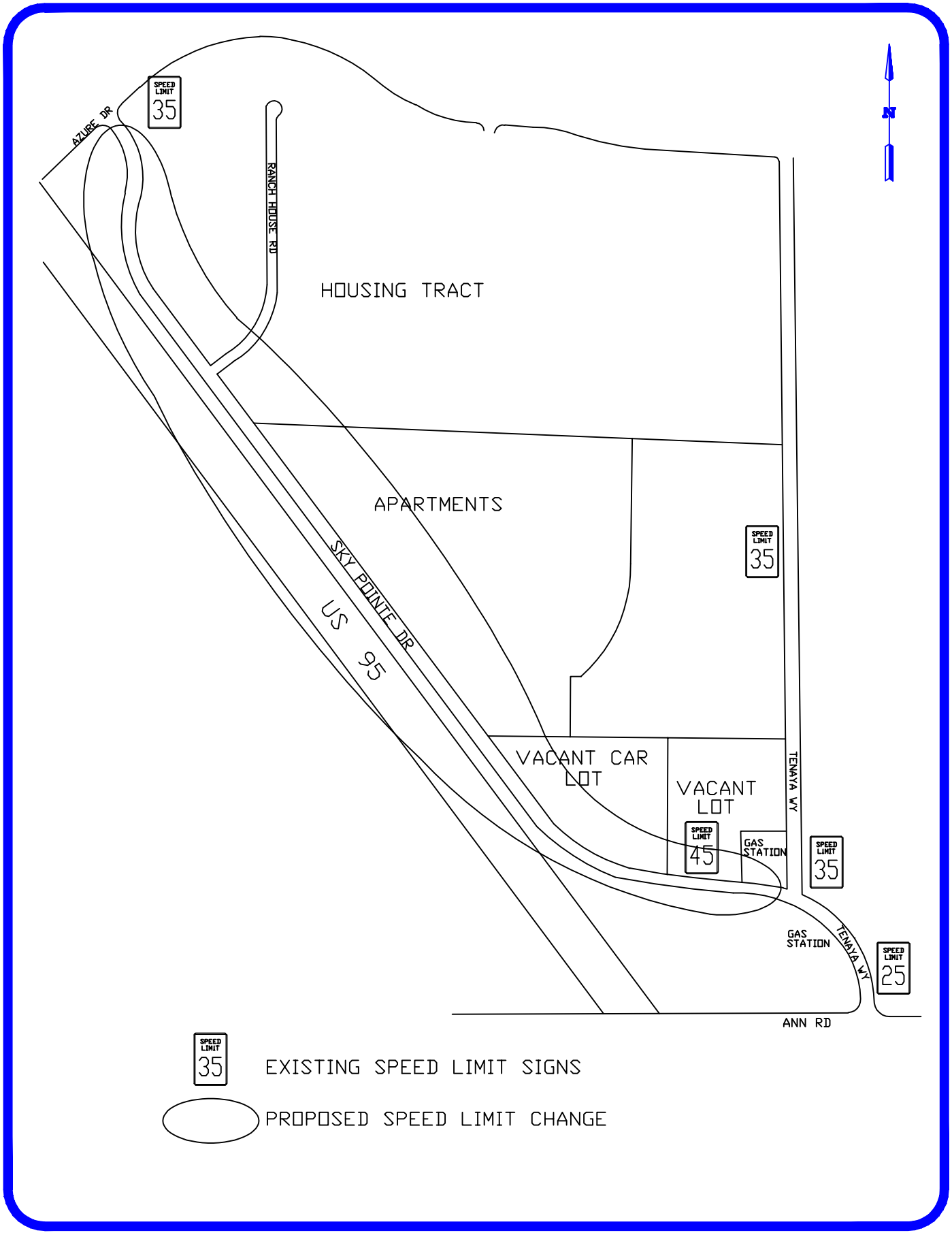
Schedule 25-IV be amended to **add** the following 45 MPH Speed Limit Zone:

STREET	FROM	TO
Sky Pointe Drive	Tenaya Way	Azure Drive

_____
OSCAR GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, CMC
City Clerk


SPEED LIMIT 35
AZURE DR
RANCH HOUSE RD
HOUSING TRACT
APARTMENTS
SKY POINTE DR
US 95
SPEED LIMIT 35
VACANT CAR LOT
VACANT LOT
TENAYA WY
SPEED LIMIT 45
GAS STATION
SPEED LIMIT 35
GAS STATION
TENAYA WY
SPEED LIMIT 25
ANN RD
N
SPEED LIMIT 35
EXISTING SPEED LIMIT SIGNS
PROPOSED SPEED LIMIT CHANGE

City of Las Vegas Agenda Item No.: **37.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
RESOLUTIONS:

R-34-2010 - Approval of a Resolution amending Schedule 25-I, 30 MPH Speed Limits, to change the speed limit on Casino Center Boulevard between Charleston Boulevard and Stewart Avenue from 30 MPH to 25 MPH - Wards 3 and 5 (Reese and Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Traffic Engineering Division is recommending that the speed limit on Casino Center Boulevard between Charleston Boulevard and Stewart Avenue be lowered from 30 mph to 25 mph. With the Regional Transportation Commission's Bus Rapid Transit project running along Casino Center Boulevard, this street has been converted to only a single travel lane in each direction; previously it had two travel lanes in each direction. The design also required the use of narrower lanes. Now that it has been converted into a transit corridor, it also attracts more pedestrians. The lower speed limit will be more appropriate because of the unique operation of a center-running transit system and the increase in pedestrian traffic. We therefore recommend a 25 mph speed limit.

RECOMMENDATION:
Traffic and Parking Commission: Approval
Staff: Approval

BACKUP DOCUMENTATION:
1. Resolution No. R-34-2010
2. Map

R E S O L U T I O N
R-34-2010

WHEREAS, various sections of TITLE 11 of the Las Vegas Municipal Code allow for additions to and corrections of the Schedules which are established in the respective sections to be effected by Resolution; and

WHEREAS, it has been determined and recommended by the Traffic and Parking Commission and the City Traffic Engineer that the following additions and corrections be made in said Schedule;

NOW, THEREFORE, be it resolved by the City Council of the City of Las Vegas, Nevada, that the following Schedule pertaining to TITLE 11 of the City Code be amended as follows:

Schedule 25-I be amended to **delete** the following 30 MPH Speed Limit Zones:

STREET	FROM	TO
Casino Center Blvd.	Wyoming Avenue	Carson Avenue
Casino Center Blvd.	Ogden Avenue	Stewart Avenue

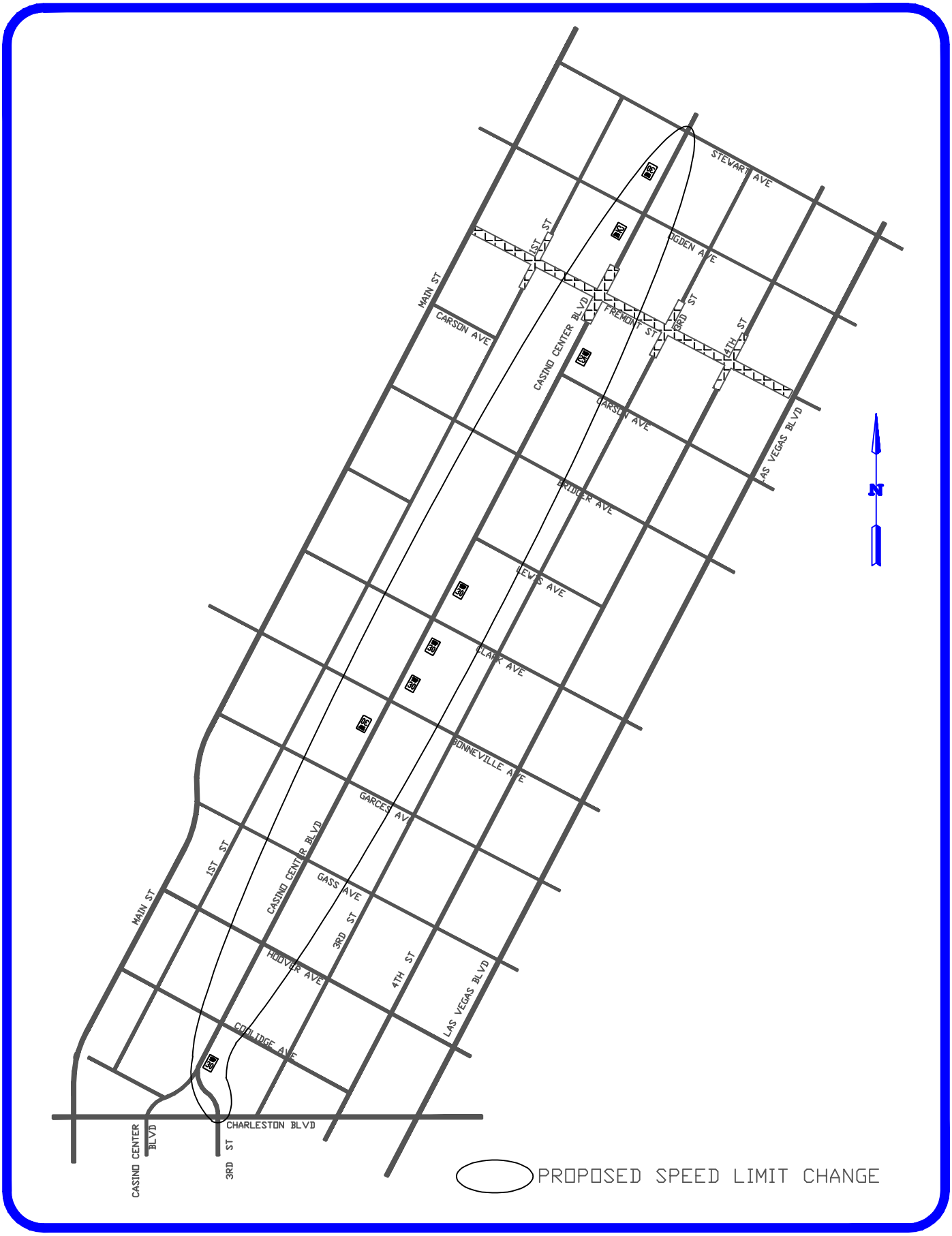
Schedule 25-I be amended to **add** the following 30 MPH Speed Limit Zones:

STREET	FROM	TO
Casino Center Blvd.	Wyoming Avenue	Charleston Blvd.

_____
OSCAR GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, CMC
City Clerk


STEWART AVE
OGDEN AVE
FREMONT ST
CARSON AVE
BRIDGER AVE
LEWIS AVE
CLARK AVE
BONNEVILLE AVE
GARCES AVE
GASS AVE
HOOVER AVE
COOLIDGE AVE
CHARLESTON BLVD
MAIN ST
1ST ST
3RD ST
4TH ST
CASINO CENTER BLVD
LAS VEGAS BLVD
N
PROPOSED SPEED LIMIT CHANGE

City of Las Vegas Agenda Item No.: **38.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
RESOLUTIONS:

R-35-2010 - Approval of a Resolution amending Schedule 25-II, 35 MPH Speed Limits, and Schedule 25-IV, 45 MPH Speed Limits, to change the speed limit on Martin Luther King Boulevard between Symphony Park Avenue and Bonanza Road from 35 MPH to 45 MPH - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Traffic Engineering Division is recommending that the speed limit on Martin Luther King Boulevard between Symphony Park Avenue and Bonanza Road be raised from 35 mph to 45 mph. With the Martin Luther King Boulevard improvement project, the roadway was designed so that the posted speed limit can now be 45 mph.

RECOMMENDATION:
Traffic and Parking Commission - Approval
Staff: Approval

BACKUP DOCUMENTATION:
1. Resolution No. R-35-2010
2. Map

R E S O L U T I O N
R-35-2010

WHEREAS, various sections of TITLE 11 of the Las Vegas Municipal Code allow for additions to and corrections of the Schedules which are established in the respective sections to be effected by Resolution; and

WHEREAS, it has been determined and recommended by the Traffic and Parking Commission and the City Traffic Engineer that the following additions and corrections be made in said Schedule;

NOW, THEREFORE, be it resolved by the City Council of the City of Las Vegas, Nevada, that the following Schedule pertaining to TITLE 11 of the City Code be amended as follows:

Schedule 25-II be amended to **delete** the following 35 MPH Speed Limit Zone:

STREET	**FROM**	**TO**
Martin Luther King Blvd.	Oakey Blvd.	Bonanza Road

Schedule 25-IV be amended to **delete** the following 45 MPH Speed Limit Zone:

STREET	**FROM**	**TO**
Martin Luther King Blvd.	Bonanza Road	Carey Avenue

Schedule 25-II be amended to **add** the following 35 MPH Speed Limit Zone:

STREET	**FROM**	**TO**
Martin Luther King Blvd.	Oakey Blvd.	Symphony Park Avenue

Schedule 25-IV be amended to **add** the following 45 MPH Speed Limit Zone:

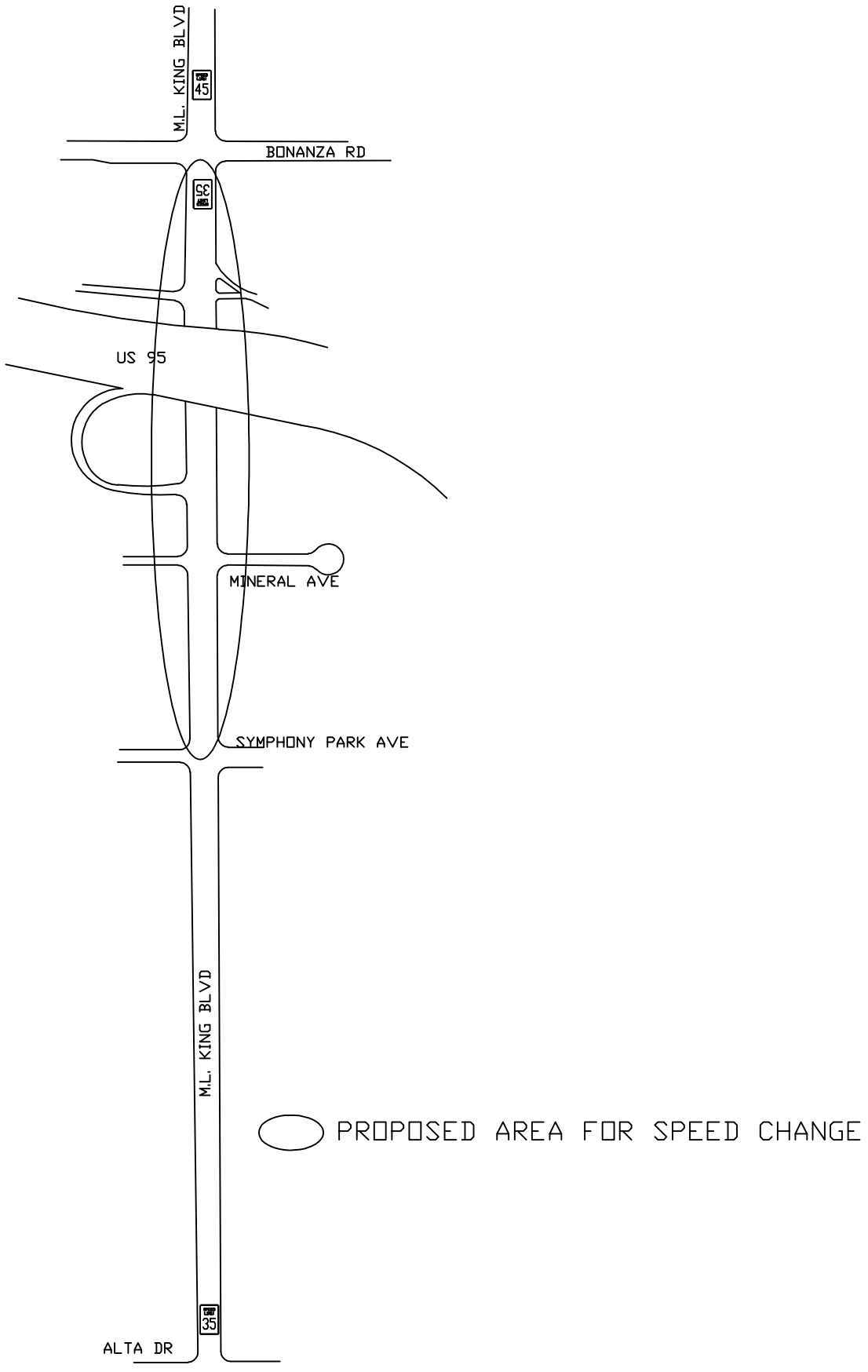
STREET	**FROM**	**TO**
Martin Luther King Blvd.	Symphony Park Avenue	Carey Avenue

_____
OSCAR GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, CMC

City Clerk


M.L. KING BLVD
45
BONANZA RD
35
US 95
MINERAL AVE
SYMPHONY PARK AVE
M.L. KING BLVD
35
ALTA DR
N
PROPOSED AREA FOR SPEED CHANGE

City of Las Vegas Agenda Item No.: **39.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
RESOLUTIONS:

R-36-2010 - Approval of a Resolution amending Schedule 25-II, 35 MPH Speed Limits, to change the speed limit on Meadows Lane from Banjo Street to 1300 feet west of Decatur Boulevard from 35 MPH to 25 MPH - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The speed limit on Meadows Lane from Decatur Boulevard to Banjo Street is presently 35 mph. The Traffic Engineering Division is recommending that the speed limit on Meadows Lane from Banjo Street to 1300 feet west of Decatur Boulevard be lowered from 35 mph to 25 mph. Residents from the senior housing on the south side of the street and from the apartment complex on the north side of the street cross Meadows Lane at the crosswalk at Promenade Boulevard to visit the stores in that area, and vehicles come too fast for them to cross the street safely. There is also a curve in the roadway that causes a sight distance problem for both pedestrians and drivers.

RECOMMENDATION:
Traffic and Parking Commission: Approval
Staff: Approval

BACKUP DOCUMENTATION:
1. Resolution No. R-36-2010
2. Map

R E S O L U T I O N
R-36-2010

WHEREAS, various sections of TITLE 11 of the Las Vegas Municipal Code allow for additions to and corrections of the Schedules which are established in the respective sections to be effected by Resolution; and

WHEREAS, it has been determined and recommended by the Traffic and Parking Commission and the City Traffic Engineer that the following additions and corrections be made in said Schedule;

NOW, THEREFORE, be it resolved by the City Council of the City of Las Vegas, Nevada, that the following Schedule pertaining to TITLE 11 of the City Code be amended as follows:

Schedule 25-II be amended to **delete** the following 35 MPH Speed Limit Zone:

STREET	FROM	TO
Meadows Lane	Banjo Street	Valley View Blvd.

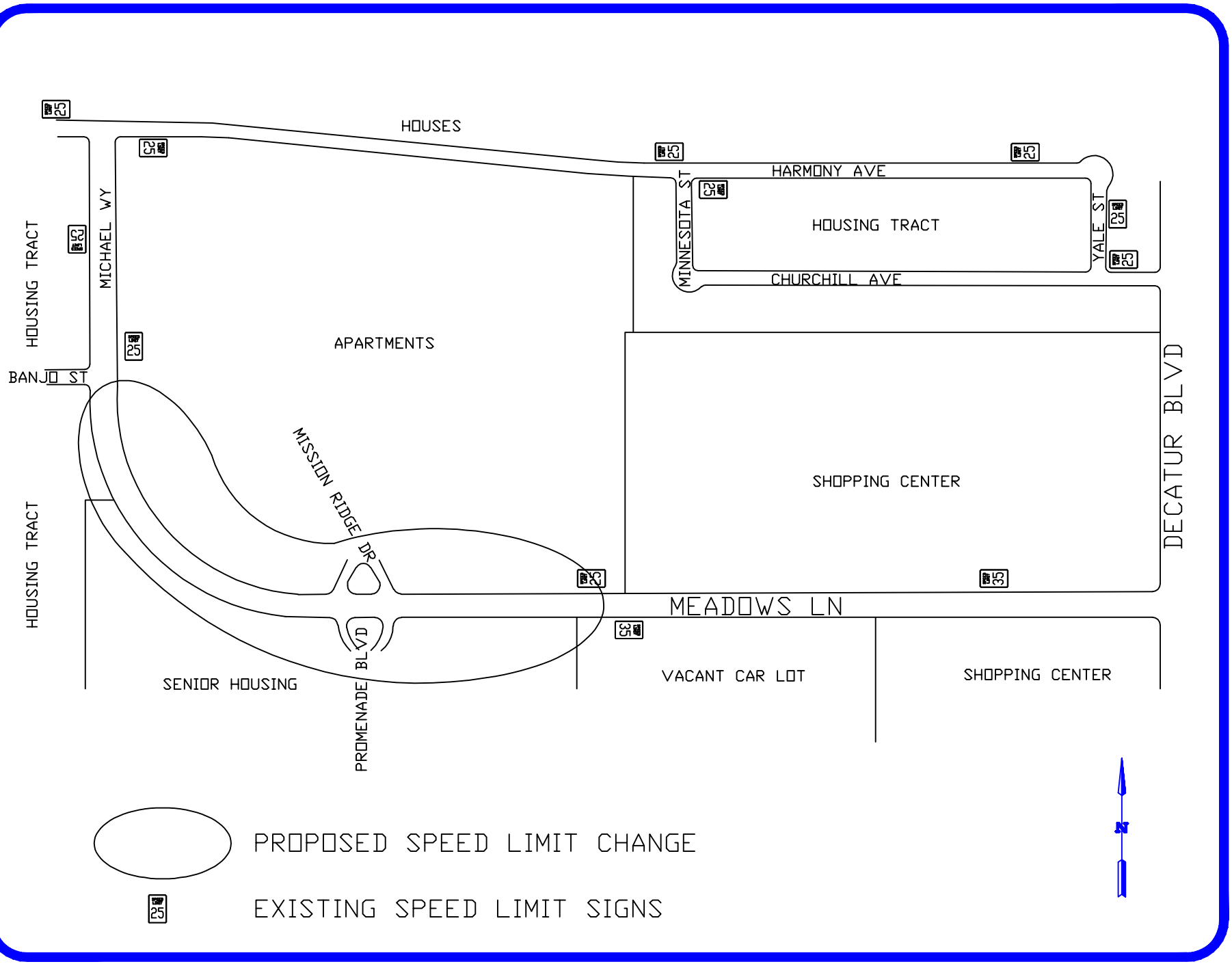
Schedule 25-II be amended to **add** the following 35 MPH Speed Limit Zones:

STREET	FROM	TO
Meadows Lane	1300' west of Decatur Blvd.	Valley View Blvd.

_____
OSCAR GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, CMC
City Clerk


HOUSES
HARMONY AVE
HOUSING TRACT
MICHAEL WY
MINNESOTA ST
YALE ST
CHURCHILL AVE
HOUSING TRACT
APARTMENTS
BANJO ST
MISSION RIDGE DR
SHOPPING CENTER
DECATUR BLVD
HOUSING TRACT
MEADOWS LN
PROMENADE BLVD
SENIOR HOUSING
VACANT CAR LOT
SHOPPING CENTER
PROPOSED SPEED LIMIT CHANGE
EXISTING SPEED LIMIT SIGNS

City of Las Vegas Agenda Item No.: **40.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2010

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

SUBJECT:
ADMINISTRATIVE:

Report from staff regarding nuisance abatement lien process and vacant/abandoned building enforcement - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City Council has seen a steady incrase in bank and individual owned properties creating blight and nuisance conditions in neighborhoods throughout the City. Staff will provide an update on the current lien process and recommendations to improve cost recovery. The presentation will also include a summary of the process for abandoned/vacant building enforcement.

RECOMMENDATION:
Report only, no action required.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **41.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2010

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

SUBJECT:
ABEYANCE ITEM - Discussion and possible action regarding a Real Estate Lease Agreement between 601 Fremont, LLC, and the City of Las Vegas for the property located at 601 Fremont Street within the Fremont East Entertainment District, APN 139-34-611-018 - Ward 5 (Barlow) [NOTE: This item is related to Council Item 43 (R-25-2010)]

Fiscal Impact

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

PURPOSE/BACKGROUND:
601 Fremont, LLC, wishes to lease the 48,740 square foot, three-story vacant building and adjacent parking lot located at the southeast corner of Fremont Street and 6th Street for the purpose of developing retail, restaurant and entertainment venues that support the economic growth in the area. The tenant responded to a Request for Proposals (RFP) initiated by the Office of Business Development, and the city began negotiating with 601 Fremont, LLC, when the first selected RFP winner voluntarily declined to move forward. The lease term is for 30 years with one 15-year extension and provides the tenants with a purchase option once all the initial development requirements have been met. The annual rent is $233,000 with a 1 percent rent escalation each year beginning in year seven of the lease.

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
1. Real Estate Lease
2. Disclosure of Principals

REAL ESTATE LEASE

between

CITY OF LAS VEGAS NEVADA
as Landlord

and

601 FREMONT, LLC
as Tenant

Dated as of _____, 2010

REAL ESTATE LEASE

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LIST OF EXHIBITS/RIDERS

Exhibit /Rider Designation	Description	Lease Section Reference
"A"	Depiction of Premises.....	1.01(p)
"B"	Legal Description of Site.....	1.01(b)
"C"	Estoppel Certificate.....	11.04
"D"	Commencement Memorandum.....	1.01(c)
Rider No. 1 -	Work Letter	1.03
Rider No. 2 -	Option to Purchase Premises	1.03

REAL ESTATE LEASE

THIS REAL ESTATE LEASE (this "Lease") is made as of the ____ day of _____, 2010 (the "Execution Date"), by and between the CITY OF LAS VEGAS NEVADA, a political subdivision of the State of Nevada, ("Landlord") and 601 FREMONT, LLC, a limited liability company in the State of Nevada ("Tenant").

ARTICLE 1
BASIC TERMS

Section 1.01 DEFINITIONS.

For purposes of this Lease, the following terms shall have the following meanings:

Building: That certain Building located on the Site consisting of approximately 48,740 square feet and other improvements located thereon, all of which is commonly known as 601 Fremont Street, Las Vegas, Nevada, 89101.

Commencement Date: The Commencement Date shall be that date that Tenant Completion has occurred. At such time as the Commencement Date shall have been established, Landlord and Tenant shall execute Exhibit D attached hereto and incorporated herein by reference as a confirmation of said date.

Effective Date has the meaning set forth in Section 6.01(b) below.

Execution Date: has the meaning set forth in the first paragraph of this Lease.

First Mortgage: means a ground lease, mortgage or deed of trust which encumbers Landlord's interest in the Premises as a first lien.

First Mortgagee: The mortgagee or beneficiary under a First Mortgage and the landlord under any ground lease.

Laws: All applicable statutes, regulations, requirements, ordinances and orders promulgated by any federal, state, local or regional governmental authority whether prior to or following the Execution Date.

Landlord's Addresses: 400 Stewart Avenue, 2nd Floor Las Vegas, 89101.

Lease Interest Rate: The lesser of (i) two percentage points (2%) over that fluctuating rate of interest announced from time to time by the Bank of America National Trust and Savings Association as its prime or reference commercial lending rate of interest (or in the event such bank is no longer announcing such rate, by such other federally regulated banking institution of comparable stature as Landlord shall determine) or (ii) the maximum interest rate permitted by law.

Lease Term: thirty (30) years beginning on the Commencement Date and continuing for 360 calendar months after the first day of the first full calendar month following the Commencement Date, subject to renewal pursuant to Section 2.01(b) below.

Premises Address: 601 Fremont Street, Las Vegas, Nevada 89101.

Permitted Uses: As defined in Section 5.01 below.

Premises: The Building and the Site.

Person: Any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government, or any city or political subdivision thereof.

Real Property Taxes: Any form of tax, assessment (including, without limitation, all assessments due under: (i) City of Las Vegas Special Improvement District No. 7073 – 1506 and (ii) City of Las Vegas Special Improvement District No. 7075 -1516), license fee, license tax, business license fee, commercial rental tax, levy, charge, penalty, tax or similar imposition, imposed by any authority having the direct power to tax (including any city, county, state or federal government, or any school, agricultural, lighting, drainage, transportation, air pollution, environmental or other improvement or special assessment district) as against any legal or equitable interest of Landlord in the Building and/or the Premises, including, but not limited to, the following:

(i) any tax on a landlord's "right" to rent or "right" to other income from the Premises or against Landlord's business of leasing the Premises;

(ii) any assessment, tax, fee, levy or charge in substitution, partially or totally, of any assessment, tax, fee, levy or charge previously included within the definition of Real Property Taxes (it is the intention of Tenant and Landlord that all such new and increased assessments, taxes, fees, levies and charges be included within the definition of "Real Property Taxes" for the purposes of this Lease);

(iii) any assessment, tax, fee, levy or charge allocable to or measured by the area of the Premises or the rent payable hereunder, including, without limitation, any gross income tax or excise tax levied by the state, county, city or federal government, or any political subdivision thereof, with respect to the receipt of such rent, or upon or with respect to the possession, leasing, operating, management and maintenance, alteration, repair, use or occupancy of the Building, or any portion thereof;

(iv) any assessment, tax, fee, levy or charge upon this transaction creating or transferring an interest or an estate in the Premises;

(v) any assessment, tax, fee, levy or charge based upon the number of people employed, working at, or using the Premises or the Building, or utilizing public or private transportation to commute to the Premises or the Building; and

(vi) reasonable legal and other professional fees, costs and disbursements incurred in connection with proceedings to contest, determine or reduce Real Property Taxes.

Real Property Taxes shall not include federal or state income, franchise, inheritance or estate taxes of Landlord or of any of the parties which comprise Landlord.

Site: That approximately 1.24 acre parcel of real property legally described on Exhibit "B" and depicted on Exhibit "A" attached hereto.

Tenant Completion: The completion by Tenant of both of the following (i) completion by Tenant of all the Work pursuant to and in compliance with the terms and conditions of Rider No. 1. and (ii)

the opening of businesses on the entire ground floor of the Premises in compliance with the terms and conditions of this Lease.

Tenant's Address: 202 Fremont Street, Las Vegas, NV 89101.

Section 1.02 BASE RENT.

The "Base Rent" initially shall be the annual amount of Two Hundred Thirty-Three Thousand Dollars ($233,000.00) and shall be payable in equal monthly installments initially in the amount of Nineteen Thousand Four Hundred Eighteen Dollars ($19,418.00). The Base Rent shall be increased annually commencing with the Base Rent due for the seventy-third (73rd) full calendar month of the Lease Term and on each twelve (12) month anniversary thereafter by an amount equal to one percent (1%) (rounded to the nearest one dollar ($1.00)) of the Base Rent in effect immediately prior to each adjustment month and such adjusted annual Base Rent shall be paid in twelve equal monthly installments (rounded to the nearest one dollar ($1.00)).

Section 1.03 RIDERS.

The following Riders are attached to and made a part of this Lease: Rider No. 1 - Tenant Work Letter; Rider No. 2 - Option to Purchase Premises.

ARTICLE 2
LEASE TERM

Section 2.01 LEASE OF PROPERTY FOR LEASE TERM.

(a) Landlord hereby leases the Premises to Tenant, and Tenant leases the Premises from Landlord, for the Lease Term. The Lease Term is for the period stated in Section 1.01above and shall begin and end on the dates specified in Section 1.01above. The "Commencement Date" shall be the date specified in Section 1.01above for the beginning of the Lease Term.

(b) Provided that Tenant is not in default of this Lease at the time of the exercise of an Option to Renew Lease (as defined below) or at the expiration of the then expiration date of the Lease Term, the Tenant shall have two options to renew and extend this Lease (each referred to as an "Option to Renew Lease") for a term of fifteen (15) years each (each referred to as a "Renewal Term"), upon written notice to the Landlord delivered not less than twelve (12) months before the then expiration date of the Lease Term. Upon the delivery of such notice by Tenant and subject to the conditions set forth in the preceding sentence, this Lease shall be extended without the necessity of the execution of any further instrument or document; provided, however, that each party agrees to execute and deliver such further instruments or documents as the other party may reasonably request to memorialize or acknowledge the exercise of an Option to Renew Lease. Each Renewal Term shall commence upon the then expiration date of the initial term of this Lease, shall expire upon the anniversary of such date fifteen (15) years thereafter, and be upon the same terms, covenants and conditions as provided in this Lease for the initial Lease Term, provided that the Base Rent shall be the then Base Rent as increased pursuant to Section 1.02. Tenant shall only be able to exercise the Option to Renew Lease as to all of the Premises.

(c) Tenant agrees that in the event Tenant Completion, including, without limitation, the opening of businesses on the entire ground floor of the Premises, has not occurred for any reason whatsoever within twenty-four (24) months of the Effective Date, that Tenant shall be in default of this Lease and Landlord shall have the right to exercise all of its rights and remedies under this Lease.

Section 2.02 DELIVERY OF POSSESSION.

Landlord will deliver to Tenant possession of the Premises concurrently with the execution of this Lease by Tenant and Landlord for the limited purpose of conducting the feasibility inspections pursuant to Section 6.01(b) below. At the Effective Date, Landlord shall deliver to Tenant full possession of the Premises.

Section 2.03 HOLDING OVER.

Tenant shall vacate the Premises upon the expiration or earlier termination of this Lease. Tenant shall reimburse Landlord for and indemnify and hold Landlord harmless against all damages, claims, losses, penalties, charges, and expenses (including reasonable attorney's fees) incurred by Landlord resulting from any delay by Tenant in vacating the Premises. If Tenant does not vacate the Premises upon the expiration or earlier termination of this Lease, Tenant's occupancy of the Premises shall be a tenancy at sufferance, subject to all of the terms of this Lease applicable to a tenancy at sufferance, except that the Base Rent then in effect shall be equal to two hundred percent (200%) of the Base Rent in effect immediately prior to the expiration or earlier termination of this Lease. Nothing contained in this Section 2.03 shall be construed as consent by Landlord to any holding over of the Premises by Tenant, and Landlord expressly reserves the right to require Tenant to surrender possession of the Premises to Landlord upon the expiration or earlier termination of this Lease.

ARTICLE 3
BASE RENT

Section 3.01 TIME AND MANNER OF PAYMENT.

Base Rent is due on or before the first (1st) day of each month without offset, deduction or prior demand. The Base Rent for the first month of the Lease Term shall be prorated on the basis of the actual number of days in such month, if such month is a fractional month. If such month is a fractional month, the Base Rent for such fractional month and the Base Rent for the first full calendar month shall be due and payable on the Commencement Date. Thereafter, on the first day of the second full month of the Lease Term and each month thereafter, Tenant shall pay Landlord the Base Rent, in advance, without offset, deduction or prior demand. The Base Rent shall be payable at such of Landlord's Addresses as may be designated by Landlord in writing or at such other place as Landlord may designate in writing. It is understood and agreed by Tenant that Landlord's acceptance of any payment for sums due under this Lease which payment represents less than all sums due and owing from Tenant to Landlord shall, in addition to reserving any and all of Landlord's rights under this Lease, be credited to Tenant's account in the order and manner deemed appropriate solely at the discretion of Landlord.

Section 3.02 BASE RENT ABATEMENT.

Landlord agrees that, at such time as one hundred percent (100%) of the first floor is occupied by businesses that are open for business to the public and in compliance with the terms and conditions of this Lease (including without limitation, that such businesses are Permitted Uses and are in compliance with all applicable Laws), Tenant shall be entitled to a full abatement of Base Rent for that sixty (60) consecutive month period commencing on the first month after (i) Tenant provides Landlord with its certification that Tenant has achieved the threshold requirement of this Section 3.02 and (ii) Landlord approves in writing such certification which approval shall not be unreasonably withheld or delayed. Tenant agrees that only the Base Rent shall abate as provided herein and that Tenant shall be required to pay all other amounts required to be paid under this Lease by Tenant and perform all other obligations to be performed by Tenant under this Lease.

ARTICLE 4
OTHER CHARGES PAYABLE BY TENANT

Section 4.01 ADDITIONAL RENT.

All charges payable by Tenant hereunder other than Base Rent are called "Additional Rent." Unless this Lease provides otherwise, all Additional Rent shall be paid with the next monthly installment of Base Rent and under the same terms and conditions as the Base Rent. The term "Rent" shall mean Base Rent and Additional Rent. Tenant shall pay Landlord all Rent without offset, deduction or prior demand.

Section 4.02 OPERATING COSTS.

(a) The parties acknowledge that this Lease is intended to be a fully triple net lease and that Tenant shall be responsible for all repairs and maintenance required to the Premises and for the provision and payment of all utilities and services at the Premises, including but not limited to, water, sewage, trash removal, waste disposal, janitorial, electricity, telephone, security, and cleaning of the Premises, together with any taxes thereon. The costs of installing or otherwise bringing any meters or utilities to the Premises shall constitute a cost of Work pursuant to Rider No. 1. Tenant shall contract with and pay, directly to the appropriate supplier, the cost of all utilities and services supplied to the Premises. All such contracts and suppliers will be subject to Landlord's prior, reasonable approval.

(b) Tenant shall, on and after the Conceptual Approval (defined in Rider No. 1), pay all Real Property Taxes. Upon receipt of all bills for Real Property Taxes, Landlord shall submit promptly such bills to Tenant for payment. Tenant agrees (i) to pay such bills no later than fifteen (15) days prior to the due date for the payment of such bills and (ii) promptly provide to Landlord with evidence of such payment, including, without limitation, cancelled checks. In the event Tenant fails to pay any Real Estate Taxes when required under this Lease, Landlord shall have the right to pay such Real Estate Taxes and such amount shall be immediately due and payable by Tenant as Additional Rent. All payments of Real Estate Taxes shall be prorated as between Landlord and Tenant for the year in which Tenant's obligation to pay Real Estate Taxes commences terminates or expires. Tenant shall pay to Landlord (i) at Concept Approval for any Real Estate Taxes previously paid by Landlord covering periods after Conceptual Approval and (ii) at or prior to the expiration or earlier termination of this Lease, Tenant shall pay to Landlord for all installments of Real Estate Taxes relating to any period prior to such expiration or termination which are payable by Landlord after the date of such expiration or termination.

Section 4.03 PERSONAL PROPERTY TAXES.

(a) Tenant shall pay all taxes charged against trade fixtures, utility installations, furnishings, equipment or any other personal property belonging to Tenant. Tenant shall use its best efforts to have its personal property taxed separately from the Premises.

(b) If any of Tenant's personal property is taxed with the Premises, Tenant shall pay Landlord the taxes for the personal property within fifteen (15) days after Tenant receives a written statement from Landlord for such personal property taxes.

Section 4.04 INSURANCE.

(a) Tenant shall, at Tenant's sole expense, purchase and maintain at all times during the Lease Term, in a company or companies lawfully authorized to do business in the jurisdiction in which the Premises is located, property insurance in the amount of the 100% of replacement cost of the

Premises. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake (if available at a cost deemed reasonable by Tenant), flood, windstorm.

(b) Tenant shall, at Tenant's sole expense, maintain a policy of Commercial General Liability insurance insuring Tenant and as additional insureds, Landlord and any First Mortgagees, against liability arising out of the ownership, use, occupancy or maintenance of the Premises. Such insurance shall be on an occurrence basis providing single-limit coverage in an amount not less than Two Million Dollars ($2,000,000) per occurrence. The initial amount of such insurance shall be subject to periodic increase upon reasonable demand by Landlord based upon inflation, increased liability awards, recommendation of professional insurance advisers, and other relevant factors but in no event more than twice the current limits provided herein. However, the limits of such insurance shall not limit Tenant's liability nor relieve Tenant of any obligation hereunder. Such policy shall contain the following provision: "Such insurance as afforded by this policy for the benefit of Landlord shall be primary as respects any claims, losses or liabilities arising out of the use of the Premises by the Tenant or by Tenant's operation and any insurance carried by the Landlord shall be excess and noncontributing." The policy shall insure Tenant's performance of the indemnity provisions of Section 5.05.

(c) Tenant shall, from time to time, at Tenant's sole expense, obtain and maintain other types of insurance as Tenant, Landlord or the First Mortgagees of Landlord may reasonably require in form, in amounts and for insurance risks against which a prudent tenant would protect itself.

(d) Insurance required to be maintained by Tenant hereunder shall be in companies holding a Best's Key rating of "A VII" or higher, as set forth in the most current issue of "Best's Insurance Guide," or such comparable ratings as Landlord shall approve, in its sole discretion. Tenant shall promptly deliver to Landlord, on or before the Commencement Date, original certificates evidencing the existence and amounts of such insurance. No such policy shall be cancelable or subject to reduction of coverage except after thirty (30) days prior written notice to Landlord. Tenant shall, within thirty (30) days prior to the expiration, cancellation or reduction of such policies, furnish Landlord with renewals or "binders" thereof. Tenant shall not do or permit to be done anything which shall invalidate the insurance policies required under this Lease.

Section 4.05 RESERVED.

Section 4.06 LATE CHARGES.

Tenant acknowledges that Tenant's failure to pay Base Rent or Additional Rent promptly may cause Landlord to incur unanticipated costs. The exact amount of such costs are impractical or extremely difficult to ascertain. Such costs may include, but are not limited to, processing and accounting charges and late charges which may be imposed on Landlord by any ground lease, mortgage or trust deed encumbering the Premises. Therefore, if Landlord does not receive any Rent payment within ten (10) days after it becomes due, Tenant shall pay Landlord a late charge equal to ten percent (10%) of the overdue amount. The parties agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of such late payment. In the event that a late charge is payable hereunder, whether or not collected, for three (3) consecutive installments of Rent, the Rent shall automatically become due and payable quarterly in advance, rather than monthly, notwithstanding Section 3.01 above.

Section 4.07 INTEREST ON PAST DUE OBLIGATIONS.

Any amount owed by Tenant to Landlord which is not paid when due shall bear interest at the Lease

Interest Rate. The payment of interest on such amounts shall not excuse or cure any default by Tenant under this Lease.

Section 4.08 RETURN OF CHECK.

If Base Rent or Additional Rent is paid by check and the check is returned to Landlord for any reason whatsoever without payment, Tenant shall be assessed a late charge and interest on past due amount pursuant to Sections 4.06 and 4.07 as well as a One Hundred Dollar ($100) fee. If payment is returned for insufficient funds, Landlord has the right to demand that such payment be in the form of a cashiers or certified check. If Tenant has two (2) or more insufficient funds payments in a twelve (12) month period, Tenant shall, at Landlord's option, make all subsequent payments in the form of a cashiers or certified check.

Section 4.09 SECURITY DEPOSIT; INCREASES.

(a) Tenant shall deposit with Landlord the following cash security deposits (the "Security Deposit"):

(i) The two installments of One Hundred Sixteen Thousand Five Hundred Dollars ($116,500.00) each required to be deposited by Tenant pursuant to Rider No. 1 in connection with the design and construction to work to the Premises to be completed by Tenant and to be held by Landlord pursuant to the terms of Rider No.1.

(ii) The sum of Two Hundred Thirty-Three Thousand Dollars ($233,000.00)) concurrently with Tenant's first payment of Base Rent.

(b) In no event may Tenant apply the Security Deposit to pay any Rent due under this Lease. Landlord may apply all or part of the Security Deposit to any unpaid Rent or other charges due from Tenant or to cure any other defaults of Tenant. If Landlord uses any part of the Security Deposit, Tenant shall restore the Security Deposit to its full amount within ten (10) days after Landlord's written request. Tenant's failure to do so shall be a material default under this Lease. If Tenant is in default under this Lease more than two (2) times in any twelve (12) month period, irrespective of whether or not such default is cured, without limiting Landlord's other rights and remedies provided for in the Lease or at law or in equity, the Security Deposit shall automatically be increased by an amount equal to six (6) months of the then current Base Rent, which shall be paid to Landlord forthwith on demand. The increase in the Security Deposit shall be paid to Landlord forthwith on demand. Tenant's failure to do so shall be a material default under this Lease. No interest shall be paid on the Security Deposit. Landlord shall not be required to keep the Security Deposit separate from its other accounts and no trust relationship is created with respect to the Security Deposit. Each time the Base Rent is increased, Tenant shall if requested by Landlord, on or before the date that the first increased Base Rent payment is due, deposit additional funds with Landlord sufficient to increase the Security Deposit to an amount which bears the same relationship to the adjusted Base Rent as the Initial Security Deposit bore to the initial Base Rent. Notwithstanding anything in the Lease to the contrary, no purchaser of Landlord's interest in the Building or holder of any mortgage, deed of trust, ground lease or other lien on the Building shall be liable for the return of any Security Deposit unless and until such Security Deposit is actually transferred by Landlord to such party.

Section 4.10 TERMINATION; ADVANCE PAYMENTS.

Upon expiration of this Lease or other termination of this Lease not resulting from Tenant's default, and after Tenant has vacated the Premises in the manner required by this Lease, an equitable adjustment shall be made concerning advance rent and other advance payments made by Tenant to Landlord, and Landlord shall refund any unused portion of the Security Deposit to Tenant, or, at Landlord's option, to Tenant's assignee or sublessee.

ARTICLE 5
USE OF PROPERTY

Section 5.01 PERMITTED USES.

Landlord and Tenant acknowledge that Tenant will be operating the Premises as a master landlord and subletting portions of the Premises for the operation of businesses by subtenants approved pursuant to Article 9 below. Tenant, and its approved subtenants, may use the Premises for the following uses (the "Permitted Uses"): (i) Tenant agrees that the ground floor of the Premises shall only be used for retail, nightclub, restaurant and other similar retail or entertainment uses as approved by Landlord which approval shall not be unreasonably withheld or delayed and (ii) the balance of the Premises may be used for any other use which is a lawful use pursuant to applicable Law. In no event shall the ground floor be used for general office, medical or any uses which are not retail and entertainment in nature. Notwithstanding the foregoing the Premises shall not be used for any of the following uses:

(i) any establishment which offers entertainment or service by nude or partially dressed male or female persons, including, without limitation, any establishment required to be licensed pursuant to Chapter 6.06B of the Municipal Code of the City of Las Vegas or any successor provision thereto, except that this provision shall not preclude the following which are permitted (a) tanning, massage, or other services offered by fully clothed, trained personnel as part of a legitimate fitness, health, or tanning facility or a day spa operation that also offers beauty, body care, skin care, or similar services and (b) partially dressed male or female employees of a bar or nightclub otherwise permitted under this Lease;

(ii) "adult entertainment uses," which shall include, without limitation, for the purposes of this Lease, any theater or other establishment which shows, previews, or prominently displays, advertises, or conspicuously promotes for sale or rental: (a) movies, films, videos, magazines, books, or other medium (whether now or hereafter developed) that are rated "X" by the movie production industry (or any successor rating established by the movie production industry) or are otherwise of a pornographic or obscene nature (but not including the following which are permitted (i) the sale or rental of movies, films or (b) sexually explicit games, toys, devices, or similar merchandise or (c) live entertainment by nude or partially male or female persons, including, without limitation, so-called "topless clubs";

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

(iv) any establishment that provides medical treatment, services or care of any sort or at which medical procedures of any sort are performed.

In addition, Tenant agrees that it shall not operate, or permit to be operated, any establishment which is a nightclub, entertainment club or venue, or any similar operation which serves alcohol in any form and permits minors to enter or otherwise be present notwithstanding that it may be legal for minors to be present. Tenant agrees that it shall be a violation of this Lease to permit any operation on the Premises which is a nightclub, entertainment club or venue or any similar operation which serves alcohol in any form and permits minors to enter or otherwise be present. This prohibition will include any restaurant or supper club that converts its operations to a nightclub, entertainment club or venue or any similar operation after the cessation of food service during the period that such restaurant or supper club is operated as a nightclub, entertainment club or venue or similar operation.

Section 5.02 MANNER OF USE

Tenant shall not cause or permit the Premises to be used in any way (i) which constitutes (or would

constitute) a violation of any Laws, occupancy certificate, the requirements of any board of fire underwriters or similar body, as any of the same now or in the future may exist, or (ii) which annoys or interferes with the rights of Persons operating or residing areas within the vicinity of the Premises, or (iii) which constitutes a nuisance or waste. Tenant, at its sole cost and expense, shall comply with all Laws now in force or which may hereafter be in force regulating the use, occupancy or alterations by Tenant of the Premises. Landlord makes no representation or warranty as to the suitability of the Premises for Tenant's intended use or whether such use complies with all such Laws. Tenant agrees that (i) any action or activities of Tenant's subtenants which constitute a violation and/or default of the terms of this lease shall constitute a violation and/or default on the part of Tenant and (ii) Tenant is responsible for requiring its subtenants to comply in all respects with the terms and conditions of this Lease, including, without limitation, Sections 2.03, 5.01, 5.02, 5.03, and 5.04.

Section 5.03 HAZARDOUS SUBSTANCES.

(a) Reportable Uses Require Consent.

The term "Hazardous Substance" as used in this Lease shall mean any product, substance, chemical, material or waste whose presence, nature, quantity and/or intensity of existence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment, or the Premises; (ii) regulated or monitored by any governmental authority; or (iii) a basis for potential liability of Landlord to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substance shall include, but not be limited to, hydrocarbons, petroleum, gasoline, crude oil or any products or by-products thereof. Tenant, and its subtenants, shall not engage in any activity in or about the Premises which constitutes a Reportable Use (as hereinafter defined) of Hazardous Substances without the express prior written consent of Landlord and compliance in a timely manner (at Tenant's sole cost and expense) with all Applicable Requirements (as defined in Section 5.03(d)). "Reportable Use" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and (iii) the presence in, on or about the Premises of a Hazardous Substance with respect to which any Applicable Requirements require that a notice be given to persons entering or occupying the Premises or neighboring properties. In addition, Landlord may (but without any obligation to do so) condition its consent to any Reportable Use of any Hazardous Substance by Tenant, or Tenant's subtenants, upon Tenant's giving Landlord such additional assurances as Landlord, in its reasonable discretion, deems necessary to protect itself, the public, the Premises and the environment against damage, contamination or injury and/or liability therefor, including but not limited to the installation (and, at Landlord's option, removal on or before Lease expiration or earlier termination) of reasonably necessary protective modifications to the Premises (such as concrete encasements) and/or the deposit of an additional Security Deposit.

(b) Duty to Inform Landlord.

Tenant shall obtain Landlord's written consent, which consent shall be granted or withheld in Landlord's sole discretion, to the manufacturing, processing, distribution, using, producing, treating, storing (above or below ground level), disposing of, or allowing to be present, of any other Hazardous Substance in or about the Premises except for those previously approved in writing by Landlord. In connection with each such consent requested by Tenant, Tenant shall submit to Landlord a description, including the composition, quantity and all other information requested by Landlord concerning the proposed presence of any Hazardous Substance. Landlord's consent to the presence of any Hazardous Substance may be deemed given only by inclusion of a description of the composition and quantity of the proposed Hazardous Substance on Landlord's written consent to the request. Landlord's consent to the presence of any Hazardous Substance at any time during the Lease Term or renewal thereof shall not waive the requirement of obtaining Landlord's

consent to the subsequent presence of any other, or increased quantities of, any Hazardous Substance in or about the Premises. If Tenant knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises or the Building, other than as previously consented to by Landlord, Tenant shall immediately give Landlord written notice thereof, together with a copy of any statement, report, notice, registration, application, permit, business plan, license, claim, action, or proceeding given to, or received from, any governmental authority or private party concerning the presence, spill, release, discharge of, or exposure to, such Hazardous Substance including but not limited to all such documents as may be involved in any Reportable Use involving the Premises. Tenant shall not cause or permit any Hazardous Substance to be spilled or released in, on, under or about the Premises (including, without limitation, through the plumbing or sanitary sewer system). If any Hazardous Substance is present in or about the Premises, Landlord shall have the right upon reasonable notice to Tenant to engage a consultant to inspect the Premises and to review Tenant's use of Hazardous Substances and all of Tenant's practices with respect to such Hazardous Substances. Tenant shall cooperate in all respects with such inspections and reviews. All costs of such consultants shall be reimbursed to Landlord within fifteen (15) days of written demand by Landlord.

(c) Indemnification.

Tenant shall indemnify, protect, defend and hold Landlord, its agents, employees, lenders and ground lessor, if any, and the Premises, harmless from and against any and all damages, liabilities, judgments, costs, claims, liens, expenses, penalties, loss of permits and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Tenant, Tenant's subtenants or by anyone under Tenant's or Tenant's subtenants' control. Tenant's obligations under this Section 5.03 (c) shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Tenant or Tenant's subtenants, and the cost of investigation (including consultants' and attorneys' fees and testing), removal, remediation, restoration and/or abatement thereof, or of any contamination therein involved, and shall survive the expiration or earlier termination of this Lease. No termination, cancellation or release agreement entered into by Landlord and Tenant shall release Tenant from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Landlord in writing at the time of such agreement. Tenant's indemnity obligations provided in this Section 5.03(c) shall include, without in any way limiting the foregoing:

(i) All costs, expenses and attorneys' fees incurred or sustained by any party in making any investigation on account of any claim, demand, loss, liability, cost, charge, suit, order, judgment or adjudication, in prosecuting or defending any action brought in connection therewith, in obtaining or seeking to obtain a release therefrom and in enforcing any of the agreements herein contained;

(ii) Liability for clean-up costs, fines, damages or penalties incurred pursuant to the provisions of any Applicable Requirements;

(iii) Liability for costs and expenses of abatement, correction or clean-up, fines, damages, response costs or penalties which arise from the provisions of any Applicable Requirements; and

(iv) Liability for personal injury or Premises damage arising under any statutory or common-law tort theory, including, without limitation, damages assessed for the maintenance of a public or private nuisance, or for the carrying on of an abnormally dangerous activity, and response costs.

Tenant's indemnity obligations shall survive any expiration or earlier termination of this Lease.

(d) Tenant's Compliance with Requirements.

Tenant shall, at Tenant's sole cost and expense, fully, diligently and in a timely manner, comply, and cause its subtenants to comply, with all "Applicable Requirements," which term is used in this Lease to mean all laws, rules, regulations, ordinances, directives, covenants, easements and restrictions of record, permits, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Landlord's engineers and/or consultants, relating in any manner to the Premises (including but not limited to matters pertaining to (i) industrial hygiene, (ii) environmental conditions on, in, under or about the Premises, including soil and groundwater conditions, and (iii) the use, generation, manufacture, production, installation, maintenance, removal, transportation, storage, spill, or release of any Hazardous Substance), now in effect or which may hereafter come into effect. Tenant shall, within five (5) days after receipt of Landlord's written request, provide Landlord with copies of all documents and information, including but not limited to permits, registrations, manifests, applications, reports and certificates, evidencing Tenant's or its subtenants' compliance with any Applicable Requirements specified by Landlord, and shall immediately upon receipt, notify Landlord in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving failure by Tenant, its subtenants or the Premises to comply with any Applicable Requirements. Tenant shall provide Landlord annually on each anniversary date of the Commencement Date a written certification, also signed by the manager of operations of Tenant at the Premises, certifying that:

(i) Tenant's and Tenant's subtenants businesses have been conducted in full compliance with the Applicable Requirements;

(ii) All Hazardous Substances (if any) related to Tenant's and Tenant's subtenants businesses have been disclosed to Landlord or in said certificate; and

(iii) The method and frequency of off-site disposal of Hazardous Substances from the Premises, as described in the certificate, comply with the Applicable Requirements.

(e) Inspection; Compliance with Law.

Landlord, Landlord's agents, employees, contractors and designated representatives, and any First Mortgagees, shall have the right to enter the Premises, including any portions that have been subleased, at any time in the case of an emergency, and otherwise at reasonable times, for the purpose of inspecting the condition of the Premises and for verifying compliance by Tenant and is subtenants with this Lease and all Applicable Requirements, and Landlord shall be entitled to employ experts and/or consultants in connection therewith to advise Landlord with respect to Tenant's and such subtenant's activities, including but not limited to Tenant's installation, operation, use, monitoring, maintenance, or removal of any Hazardous Substance on or from the Premises. The costs and expenses of any such inspections shall be paid by the party requesting same, unless a default of this Lease by Tenant or a violation of Applicable Requirements or a contamination, caused or contributed to by Tenant, is found to exist or to be imminent, or unless the inspection is requested or ordered by a governmental authority as the result of any such existing or imminent violation or contamination. In such case, Tenant shall upon request immediately reimburse Landlord or Landlord's First Mortgagee, as the case may be, for the costs and expenses of such inspections.

Section 5.04 SIGNS AND AUCTIONS.

Tenant shall not place any signs on the Premises which are visible from the exterior of the Premises without Landlord's prior written consent which consent will not be unreasonably withheld. Tenant shall not conduct or permit any auctions or sheriff's sales at the Premises.

Section 5.05 INDEMNITY.

Tenant shall indemnify and hold harmless Landlord and all agents, servants and employees of Landlord from and against all claims, losses, damages, expenses (including reasonable attorneys' fees), penalties and charges arising from or in connection with (i) Tenant's use of the Premises during the Lease Term, including without limitation, any use of the Premises by Tenant's subtenants, or (ii) the conduct of Tenant's and/or its subtenants' businesses, or (iii) any activity, work or things done, permitted or suffered by Tenant or Tenant's subtenants in or about the Premises during the Lease Term. Tenant shall further indemnify and hold harmless Landlord from and against any and all claims, loss, damage, expense (including reasonable attorneys' fees), penalty or charge arising from any default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any negligence of Tenant, or any of Tenant's subtenant's, agents, contractors, or employees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. If any action or proceeding be brought against Landlord by reason of any such claim, the Landlord may require Tenant, upon notice from Landlord, to defend the same at Tenant's expense by legal counsel reasonably satisfactory to Landlord. Tenant, as a material part of its consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in or upon the Premises arising from any cause and Tenant hereby waives all claims in respect thereof against Landlord. Tenant's indemnity is not intended to nor shall it relieve any insurance carrier of its obligations under policies required to be carried by Tenant pursuant to the provisions of this Lease. Tenant's obligations under this Section 5.05 shall survive the expiration or termination of this Lease.

Section 5.06 LANDLORD'S ACCESS.

Landlord or its agents, employees or contractors may enter the Premises (including any portions of the Premises that have been subleased to subtenants) after twenty-four (24) hours prior written notice to Tenant (except, in the case of emergency no such notice will be required) to examine the Premises, to show the Premises to potential buyers, investors, or other parties or for any other purpose Landlord reasonably deems necessary. In exercising the rights reserved in this Section, Landlord shall use reasonable efforts to minimize disruption of Tenant's and it subtenants' businesses.

Section 5.07 OPERATION OF THE PREMISES.

(a) Tenant acknowledges and agrees that Landlord has entered into this Lease in consideration of Tenant's agreement and representations that (i) Tenant will be actively subleasing portions of the Premises to Persons for the operation of businesses in the Premises which are Permitted Uses, (ii) Tenant at all times shall use its best commercially reasonable efforts to sublease portions of the Premises to Persons for the operation of Permitted Uses and (iii) Tenant shall at all times operate, manage and maintain the Premises in a first-class condition and manner. Tenant shall provide to Landlord quarterly written reports as to the leasing status of the Premises and the ongoing efforts of Tenant to sublease the Premises to third party Persons for the operation of Permitted Uses. All such reports shall be in form and content as required by Landlord containing all information requested by Landlord.

(b) Tenant agrees that it fully assumes the risk of operating the Premises and subleasing portions thereof to third Persons and that Landlord assumes no risk in connection therewith. Tenant further agrees that its obligations under this Lease, including, without limitation, the obligation to pay Rent are independent of and not in any way or manner contingent upon the success of Tenant's plan to sublease portions of the Premises to third Persons.

ARTICLE 6
CONDITION OF PROPERTY; MAINTENANCE, REPAIRS AND ALTERATIONS

Section 6.01 EXISTING CONDITIONS.

(a) Tenant acknowledges and agrees that the Premises is to be leased to and accepted by Tenant in an "as is" condition with, if any, all faults and defects. Landlord makes no representations or warranties of any kind whatsoever, either expressed or implied, with respect to the Premises or any of such related matters; in particular, but without limitation, Landlord makes no representations or warranties with respect to the use, condition, title, occupation or management of the Premised, compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to leasing, zoning, subdividing, planning, building, fire, safety, health or environmental matters, compliance with covenants, conditions and restrictions (whether or not of record), other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations or requirements affecting or relating to the Premises. Tenant acknowledges that notwithstanding any prior or contemporaneous oral or written representations, statements, documents or understandings, this Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and the lease of the Premises and supersedes any such prior or contemporaneous oral or written representations, statements, documents or understandings.

(b) Landlord and Tenant agree that Tenant shall have sixty (60) days from the Execution Date (the "Feasibility Period") to perform due diligence investigations and inspections as to the condition of the Building, including environmental condition and an asbestos survey, upon the following terms and conditions:

(i) Tenant and Tenant's representatives, agents and designees will have the right at reasonable times during the Feasibility Period, and upon at least three (3) business days' prior written notice to Landlord, to enter upon the Building for the purpose of performing such tests and investigations as Tenant deems necessary or appropriate within its sole discretion. With respect to such testing and investigation, Tenant agrees that:

(A) All tests and investigations will be at Tenant's sole cost and expense;

(B) The persons or entities performing such tests and investigations will be properly licensed (if applicable), duly qualified, and will have obtained all appropriate licenses and permits therefor, if required;

(C) Landlord will have the right to approve (which will not be unreasonably withheld, conditioned or delayed) any proposed invasive testing or drilling;

(D) Tenant will advise Landlord in advance of the dates of all tests and investigations and will schedule all tests and investigations during normal business hours whenever feasible;

(E) Landlord will have the right to have a representative of Landlord accompany Tenant and Tenant's representatives, agents or designees in the Building in the course of any inspections, but such Landlord's representative will not impede or delay Tenant's investigations unless such investigations violate this Lease;

(F) Tenant will indemnify, defend and hold Landlord harmless for, from and against any and all claims, damages, costs, liabilities and losses (including mechanic's liens) arising out

of any entry upon the Building by Tenant or its agents, designees or representatives, unless caused by the gross negligence or willful misconduct of Landlord; and

(G) If Tenant causes damage to the Building in connection with the Tenant's inspections thereof, the Tenant will restore the Building to the same condition as it existed immediately prior to the occurrence of such damage, at Tenant's sole cost and expense.

(H) Tenant agrees to obtain and furnish to Landlord prior to the entry onto the Building, a Certificate of Insurance showing that there is in effect a policy of a minimum of $2,000,000.00 combined single limit bodily injury and broad form property damage coverage, including broad form contractual liability, with respect to the Building. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis. Coverage limits may be met by utilizing a combination of primary and excess/umbrella policies written in blanket form. Each of the parties comprising the Landlord shall be named as an additional insured party and such notation shall appear on the Certificate of Insurance furnished by the Tenant's insurance company. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer. The adequacy of the insurance supplied by the Tenant, including the rating and financial health of each insurance company providing coverage, is subject to the approval of Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Landlord requires insurance carriers to maintain a Best's Key rating of "A VII" or higher. The Certificate of Insurance shall indicate that neither the insurance company nor Tenant can cancel the insurance without at least ten (10) days' prior written notice to Landlord. The Parties agree that the specified coverage or limits of insurance in no way limit the liability of the Tenant. Tenant will not do or permit to be done anything in or upon any portion of the Building or bring or keep anything thereon which will in any way conflict with the conditions of any insurance policy required hereunder. All deductibles or self-insured retention shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed $25,000.00 without the prior written approval of Landlord in their sole discretion.

Tenant may, in its sole discretion, by written notice to Landlord, terminate this Agreement if the Tenant is dissatisfied with any of the matters disclosed as part of its due diligence relating to the Building. In the event Tenant elects to approve feasibility, the Tenant shall deliver a written notice (the "Tenant Feasibility Notice") of such election to Landlord on or before the expiration of the Feasibility Period. The date of delivery of the Tenant Feasibility Notice is referred to herein as the "Effective Date" If Tenant does not deliver the Tenant Feasibility Notice to Landlord on or before the expiration of the Feasibility Period, Tenant shall be conclusively deemed to have elected to terminate this Lease. In the event of any such termination, no Party shall have any liability or obligation to the other, provided, however, that Tenant's indemnity obligations pursuant to Section 5.05 and Section 6.02(b)(F) and Tenant's obligation pursuant to Section 6.02(b)(G) shall survive any such termination of this Lease.

Section 6.02 EXEMPTION OF LANDLORD FROM LIABILITY.

Except for matters occurring after the Effective Date which arise from Landlord's negligence or willful misconduct (and provided that this introductory clause shall not in anyway limit Tenant's agreements under Section 6.01 above), Landlord, its governing council, officers, managers, directors, shareholders, members, agents, servants and employees shall not be liable for and Tenant shall indemnify and hold Landlord and its officers, managers, directors, shareholders, members, agents, servants and employees harmless from and against all claims, losses, damages, expenses, penalties and charges arising from or in connection with any damage or injury to the person, business (or any loss of income therefrom), goods, wares, merchandise or other property of Tenant, Tenant's subtenants, employees, invitees, customers, or any other person in or about the Premises, or any other person claiming under Tenant whether such damage or

injury is caused by or results from: (a) fire, steam, electricity, water, gas or rain; (b) the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or any other cause; (c) the failure, delay or diminution in the quality or quantity of any utilities or services supplied to the Premises or the Building, (d) inconvenience or annoyance arising from the necessity of repairing any portion of the Building or the Premises; (e) the interruption for any reason in the use of the Premises; (f) the termination of this Lease by reason of the destruction of the Premises; or (g) any conditions arising in or about the Premises, or from other sources or places, nor shall any of the same be construed as an eviction of Tenant, nor, unless otherwise permitted under this Lease, work an abatement of Rent, nor relieve Tenant from any obligation under this Lease. Except for matters occurring after the Effective Date which arise from Landlord's negligence or willful misconduct (and provided that this introductory clause shall not in anyway limit Tenant's agreements under Section 6.01 above) and without limiting the foregoing, Landlord, its governing council, officers, managers, directors, shareholders, members, agents, servants and employees shall not be liable for and Tenant shall indemnify and hold Landlord and its officers, managers, directors, shareholders, members, agents, servants and employees harmless from and against all claims, losses, damages, expenses, penalties and charges arising from or in connection with the following: (i) any defect or shortcoming in or failure of plumbing, heating or air conditioning or ventilation systems, elevators, electric wiring or installation thereof, water pipes, stairs, railings or walks; (ii) any equipment or appurtenances becoming out of repair; (iii) the bursting, leaking or running of any tubing, radiant panel, fire sprinkler system, electric fixture, valve, fitting, tank, washstand, water closet, waste pipe, drain or other pipe or tank or any other water and/or moisture related release and/or condition and all consequences and/or conditions relating from same, upon or about the Premises or the Building; (iv) the backing up of any sewer pipe or downspout; (v) the escape of steam, hot or cold water; (vi) water, snow or ice being upon or coming through the roof of the Building or any other place upon or near the Premises; (vii) the failing of any fixture, brick, plaster or stucco; (viii) broken glass; (ix) any act or omission of cotenants or other occupants of the Building; (x) the exercise of any rights by Landlord under this Lease; or (xi) any act or omission of parties other than Landlord, its employees, agents, officers, directors, managers, shareholders, members and servants nor shall any of the forgoing be construed as an eviction of Tenant, nor, unless otherwise permitted under this Lease, work an abatement of Rent, nor relieve Tenant from any obligation under this Lease. Except for matters occurring after the Effective Date which arise from Landlord's negligence or willful misconduct (and provided that this introductory clause shall not in anyway limit Tenant's agreements under Section 6.01 above), Landlord shall not be liable for any such damage or injury even though the cause of or the means of repairing such damage or injury are not accessible to Tenant. Tenant shall have no rights whatsoever to offset or deduct against any Rent or any other sums due Landlord under the Lease for any reason whatsoever, including Landlord's default, nor shall Tenant have any rights at any time to cure any defaults of the Landlord under this Lease.

Section 6.03 LANDLORD'S OBLIGATIONS.

Landlord shall have no obligations whatsoever to repair or maintain in any way the Premises, or any portion thereof, including, without limitation, all components of the electrical, mechanical, plumbing, heating, air conditioning and ventilation systems which serve the Premises; the foundations, exterior structural walls and structural roof of the Building; windows, doors, plate glass or the interior surfaces of exterior walls; and any of the Site. Tenant expressly waives the benefit of any law, including case law, statute, rule or regulation in effect now or in the future which might give Tenant the right to make repairs at Landlord's expense or to terminate this Lease due to Landlord's failure to keep the Premises in good order, condition and repair. Tenant shall have no rights whatsoever to offset or deduct any amounts whatsoever against any Rent or any other sums due Landlord under this Lease for any reason whatsoever.

Section 6.04 TENANT'S OBLIGATIONS.

(a) Tenant shall, at Tenant's sole cost and expense, keep and maintain the Premises, including any portions sublet to subtenants, and all equipment, fixtures, additions and improvements thereof in good order and condition and shall make all ordinary and necessary repairs, renewals, and replacements with respect to the Project, including, without limitation, all components of the electrical, mechanical, plumbing, heating, air conditioning and ventilation systems which serve the Premises; the foundations, exterior structural walls and structural roof of the Building; windows, doors, plate glass or the interior surfaces of exterior walls; parking areas and landscaping. If any portion of the Premises or any system or equipment in the Premises which Tenant is obligated to repair cannot be fully repaired, Tenant shall promptly replace such portion of or system or equipment in the Premises, regardless of whether the benefit of such replacement extends beyond the Lease Term.

(b) If Tenant fails to maintain or repair the Premises as required by this Section 6.04, Landlord may, upon ten (10) days prior notice to Tenant (except that no notice shall be required in the case of an emergency), enter the Premises, including any subleased portions, and perform such maintenance or repair on behalf of Tenant. In such case, Tenant shall pay to Landlord immediately upon demand, as Additional Rent, for all costs incurred in performing such maintenance or repair, including twenty percent (20%) of such costs for Landlord's supervision.

Section 6.05 ALTERATIONS, ADDITIONS, AND IMPROVEMENTS.

(a) Except for (i) improvements proposed to be constructed in connection with a sublease pursuant to Section 9.02, Tenant shall not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld, including, without limitation, any alterations, additions, or improvements to the exterior of the Premises or the Building or any alterations which affect the structural components of the Premises . Tenant shall deliver to Landlord, for Landlord's approval prior to any construction, a complete set of plans and specifications for the proposed alterations, additions or improvements, copies of contracts with general contractors, evidence of contractor's insurance and bonds, and all necessary permits for such construction. Landlord may require Tenant to provide demolition and/or lien and completion bonds in form and amount satisfactory to Landlord. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this Section 6.05(a) upon Landlord's written request. All alterations, additions, and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable Laws, and by a contractor approved by Landlord. Landlord's approval of the plans, specifications and working drawings for Tenant's alterations shall create no responsibility or liability on the part of Landlord for their completeness, design, sufficiency, or compliance with all laws, rules and regulations of governmental agencies or authorities. Upon completion of any such work, Tenant shall provide Landlord with "as built" plans, CADD drawings, copies of all construction contracts, and proof of payment for all labor and materials.

(b) Tenant shall pay when due all claims for labor and material furnished to the Premises. Tenant shall give Landlord at least ten (10) days prior written notice of the commencement of any work on the Premises. Landlord may elect from time to time to record and post notices of non-responsibility on the Premises. Tenant will not permit to be created or to remain undischarged any lien, encumbrance or other charge (arising out of any work done or materials or supplies furnished by any contractor, subcontractor, mechanic, laborer or materialman or any mortgage, conditional sale, security agreement or chattel mortgage, or otherwise by or for Tenant) which might be or become a lien or encumbrance or other charge (collectively a "Charge") against or upon the Premises, the Building or any part thereof. If any claim or lien or notice of claim or lien on account of an alleged debt of Tenant or any notice of contract or Charge by a person engaged by Tenant or Tenant's contractor to work on the Premises shall be filed against or upon

the Premises, the Building or any part thereof, Tenant shall within fifteen (15) days after demand from Landlord commence actions to cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise, provided, that in all events that such shall be completed prior to the time that any such claim or lien can be enforced and/or foreclosed as reasonably determined by Landlord. If Tenant shall fail to cause such claim or lien or notice of claim or lien or other Charge to be discharged within the period aforesaid, then, in addition to any other right or remedy it may have, Landlord may, but shall not be obligated to, discharge the same by payment, deposit or by bonding proceedings, and in any such event Landlord shall be entitled, if Landlord so elects, to compel the prosecution of an action for the foreclosure of the same by the claimant and to pay the amount of any judgment in favor of the claimant with interest, costs and allowances. Any amount so paid by Landlord and all interest, costs and expenses, including reasonable attorneys' fees, incurred by Landlord in connection therewith shall constitute additional rent payable by Tenant under the Lease and shall be paid by Tenant to Landlord on demand. No work which Landlord permits Tenant to do shall be deemed to be for the immediate use and benefit of Landlord and no mechanics' or other claim, lien or other Charge shall be allowed against the estate, rights, title or interests of Landlord by reason of any consent given by Landlord to Tenant to do work in or about the Premises or provide materials therefor. Prior to commencement of any work or the delivery of any material to the Premises by any contractor, subcontractor or materialman (herein collectively called "Contractor"), Tenant shall deliver to the Landlord a signed and acknowledged waiver (or release) of liens from each such Contractor in a form approved by Landlord, and, to the extent permitted by law, Tenant shall at Tenant's expense cause a duly executed and notarized counterpart of any such waiver or release to be recorded in the Office of the Clark County Recorder.

Section 6.06 CONDITION UPON TERMINATION.

Upon the termination of this Lease, Tenant shall surrender the Premises to Landlord, broom clean and in the same condition as received except for (i) alterations approved by Landlord, including any Work performed pursuant to Rider-1 and (ii) ordinary wear and tear which Tenant was not otherwise obligated to remedy under any provision of this Lease. In addition, Landlord may require Tenant to remove any alterations, additions or improvements, including without limitation, any telecom and data cabling, or similar installations, (whether or not made with Landlord's consent) by written notice to Tenant within thirty (30) days after the termination of this Lease and to restore the Premises to its prior condition, all at Tenant's expense. All alterations, additions and improvements which Landlord has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the termination of the Lease, except that Tenant may remove any of Tenant's machinery or equipment which can be removed without material damage to the Premises. Tenant shall repair, at Tenant's expense, any damage to the Premises caused by the removal of any such machinery or equipment. In no event, however, shall Tenant remove any of the following materials or equipment without Landlord's prior written consent: any power wiring or power panels; lighting or lighting fixtures; wall coverings; drapes, blinds or other window coverings; carpets or other floor coverings; heaters, air conditioners or any other heating or air conditioning equipment; fencing or security gates; or other similar building operating equipment and decorations.

ARTICLE 7
DAMAGE OR DESTRUCTION

Section 7.01 PROPERTY DAMAGE.

If the Premises or any part thereof shall be damaged by fire or other peril, Tenant shall give prompt written notice thereof to Landlord. In case the Building shall be so damaged that substantial alteration, repair or reconstruction of any portion of the Building shall, in Tenant's sole opinion, be required (whether or not

the Premises shall have been damaged by such peril), Tenant may, at its option, terminate this Lease by notifying Tenant in writing of such termination within ninety (90) days after the date of such casualty. If Tenant does not thus elect to terminate this Lease, Landlord shall, as Landlord's sole obligation, commence and proceed with reasonable diligence to restore the Building shell to substantially the same condition in which it was immediately prior to the occurrence of the peril to the extent of the insurance proceeds available to Landlord. When the Building shell has been restored by Landlord, Landlord or Tenant, at Landlord's option, shall complete the restoration of the Premises, including the reconstruction of all improvements in order to complete the Premises and restore the Premises to the same condition and build-out as prior to the casualty, including all improvements constructed pursuant to Rider No. 1. However, in no event shall Landlord's costs to complete the restoration exceed the insurance proceeds. If Tenant is responsible for such restoration of the Premises, any plans and specifications for such restoration and reconstruction and the contractor retained by Tenant for such restoration and reconstruction shall be subject to the approval of Landlord. Any shortfall between the amount of insurance proceeds and the actual costs of such reconstruction shall be deposited by Tenant with Landlord prior to the commencement of such reconstruction and, if additional costs occur, immediately upon Landlord's demand therefor. All insurance proceeds payable pursuant to policies maintained by Tenant pursuant to Section 4.04 shall be paid to Landlord to be applied by Landlord and/or Tenant to such reconstruction. Landlord shall not be liable for any inconvenience or annoyance to Tenant or injury to the business of Tenant resulting in any way from such damage or the repair thereof, except as set forth in Section 7.02 below. In the event this Lease is terminated by Tenant pursuant to this Section 7.01, all insurance proceeds shall first be paid to Landlord to reimburse Landlord in full for the cost to restore the Building shell and any remaining insurance proceeds shall be paid to Tenant. Notwithstanding anything in the Lease to the contrary, Tenant's rights to any insurance proceeds as described in this Section 7.01 shall be subject and subordinate to the rights of a First Mortgagee.

Section 7.02 REDUCTION OF RENT.

If the Premises is destroyed or damaged and Landlord or Tenant repairs or restores the Premises pursuant to the provisions of this Article Seven, any Base Rent payable during the period commencing as of the date of the casualty and continuing for the period of time, as determined by Landlord, required for Tenant and Landlord to complete the repairs described in this Article Seven, due to such damage, repair and/or restoration shall be reduced according to the degree, if any, to which Tenant's use of the Premises is impaired as of the date of the casualty as determined by Landlord. If any casualty is the result of the fault or negligence of Tenant or any of Tenant's subtenant's, agents, employees or invitees, the Base Rent hereunder shall not be diminished during the repair of such damage. Except for such possible reduction in Base Rent, Tenant shall not be entitled to any abatement, compensation, reduction, or reimbursement from Landlord as a result of any damage, destruction, repair, or restoration of or to the Premises. In the event this Lease is terminated pursuant to this Article Seven, such termination shall be effective as of the date of the casualty.

Section 7.03 WAIVER.

Tenant waives the protection of any statute, code or judicial decision which grants a tenant the right to terminate a lease in the event of the substantial destruction of the leased property. Tenant agrees that the provisions of this Article Seven above shall govern the rights and obligations of Landlord and Tenant in the event of any casualty to the Premises.

ARTICLE 8
CONDEMNATION

Section 8.01 CONDEMNATION.

If the whole or substantially the whole of the Building or the Premises shall be taken for any public or quasi-public use, by right of eminent domain or otherwise or shall be sold in lieu of condemnation, then this Lease shall terminate as of the date when physical possession of the Building or the Premises is taken by the condemning authority. If less than the whole or substantially the whole of the Building or the Premises is thus taken or sold, Landlord (whether or not the Premises are affected thereby) may terminate this Lease by giving written notice thereof to Tenant; in which event this Lease shall terminate as of the date when physical possession of such portion of the Building or Premises is taken by the condemning authority. If the Lease is not so terminated upon any such taking or sale, the Rent payable hereunder shall be diminished by an equitable amount, and Landlord shall, to the extent Landlord deems feasible, restore the Building and the Premises to substantially their former condition, but such work shall not exceed the scope of the work done by Landlord in originally constructing the Building and installing improvements in the Premises, nor shall Landlord in any event be required to spend for such work an amount in excess of the amount received by Landlord as compensation for such taking. All amounts awarded upon a taking of any part or all of the Building or the Premises shall first be paid to Landlord to compensate Landlord in full for any loss suffered by Landlord and the balance, if any, shall be paid to Tenant

ARTICLE 9
ASSIGNMENT AND SUBLETTING

Section 9.01 LANDLORD'S CONSENT REQUIRED.

Except for subleases pursuant to Section 9.02 below, no portion of the Premises or of Tenant's interest in this Lease may be acquired by any other person or entity, whether by assignment, mortgage, sublease, license, transfer, operation of law, or act of Tenant, without Landlord's prior written consent. Any attempted transfer without consent shall be void and shall constitute a non-curable breach of this Lease. If Tenant is a corporation, partnership, limited liability company, (i) any cumulative transfer of more than fifty percent (50%) of the capital stock, partnership interests or membership interests or (ii) any transaction which results in a change of control of Tenant so that both Terry Caudill and Carlos Adely are no longer the controlling owners and managers of Tenant shall require Landlord's consent. Landlord agrees that its consent under this Section 9.01 shall not be unreasonably withheld or delayed provided, however, (i) that any such consent shall require the approval of the City Council of Landlord and shall therefore be subject to the applicable time and procedures for application to the City Council and (ii) Tenant agrees to provide all information reasonably requested by Landlord in determining to grant or withhold its consent under this Section 9.01.

Section 9.02 PERMITTED SUBLEASES.

(a) Landlord agrees that Tenant shall have the right to sublease portions of the Premises from time to time to third Persons for the conduct of Permitted Uses by such third Persons. All such subleases shall:

(i) be pursuant to written subleases in a form previously approved by Landlord;

(ii) provide that such sublease is subordinate in all respects to this Lease;

(iii) be for a term that in no event that extends beyond the Lease Term, including any options to renew or extend;

(iv) provide that in the event the Lease Term terminates for any reason whatsoever prior to the termination of the sublease, that at Landlord's option, Landlord may either terminate such sublease or assume such sublease;

(v) provide the subtenant's acknowledgement that it is taking the subleased portion of the Premises pursuant to the Permitted Use requirements of this Lease;

(vi) provide the subtenant's acknowledgment of the exculpation of Landlord for any liability or obligations whatsoever pursuant to such Sublease; and

(vii) provide such other terms and conditions as reasonably required by Landlord or a First Mortgagee.

All such subleases shall require the consent of Landlord which consent shall not be unreasonably withheld or delayed. Tenant's request for consent to a sublease shall be accompanied by a written statement setting forth the details of the proposed subtenant, including the name, business and financial condition of the proposed subtenant, the proposed financial terms of the sublease, the proposed use by the subtenant, any improvements to be constructed in connection with such sublease, a copy of the proposed sublease and any other information Landlord deems relevant. Landlord agrees to respond in writing within thirty (30) days as to whether Landlord will grant or withhold its consent (and provide the reasons for withholding its consent if it so elects). Any improvements to be constructed pursuant to a sublease shall comply with the requirements of Section 6.05 above. Tenant shall provide Landlord with copies of all subleases and any amendments or modifications to a sublease no later than ten (10) days after the execution of a sublease or amendments and modifications to an existing sublease.

Section 9.03 NO RELEASE OF TENANT.

No transfer consented to by Landlord, including, without limitation, any approved sublease, shall release Tenant or change Tenant's primary liability to pay the rent and to perform all other obligations of Tenant under this Lease. Upon the occurrence of any default under this Lease, Landlord may proceed directly against Tenant without the necessity of exhausting any remedies against any subtenant or assignee. Upon termination of this Lease, any permitted subtenant shall, at Landlord's option, attorn to Landlord and shall pay all Rent directly to Landlord. Landlord's acceptance of Rent from any other person shall not constitute a waiver of any provision of this Article Nine. Consent to one transfer shall not constitute a consent to any subsequent transfer. Landlord may consent to subsequent assignments or modifications of this Lease by Tenant's transferee, without notifying Tenant or obtaining its consent. Such action shall not relieve Tenant of its liability under this Lease.

Section 9.04 NO MERGER.

No merger shall result from Tenant's sublease of the Premises under this Article Nine, Tenant's surrender of this Lease or the termination of this Lease in any other manner. In any such event, Landlord may terminate any or all subtenancies or succeed to the interest of Tenant as sublandlord thereunder.

ARTICLE 10
DEFAULTS; REMEDIES

Section 10.01 COVENANTS AND CONDITIONS.

Tenant's performance of each of Tenant's obligations under this Lease is a condition as well as a covenant. Tenant's right to continue in possession of the Premises is conditioned upon such performance. Time is of the essence in the performance of all covenants and conditions.

Section 10.02 DEFAULTS.

Landlord and Tenant agree that Tenant shall be in material default under this Lease:

(a) If Tenant abandons, vacates or fails to operate the Premises for ninety (90) consecutive days;

(b) If Tenant fails to pay Rent or any other charge required to be paid by Tenant, as and when due;

(c) If Tenant fails to perform any of Tenant's nonmonetary obligations under this Lease for a period of ten (10) days after written notice from Landlord; provided that if more than ten (10) days are required to complete such performance, Tenant shall not be in default if Tenant commences such performance within such ten (10) day period and thereafter diligently pursues its completion, provided, however, that in all events performance is completed within no longer than ninety (90) days;

(d) (i) If Tenant makes a general assignment or general arrangement for the benefit of creditors; (ii) if a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by or against Tenant and is not dismissed within thirty (30) days; (iii) if a trustee or receiver is appointed to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease and possession is not restored to Tenant within thirty (30) days; or (iv) if substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease is subjected to attachment, execution or other judicial seizure which is not discharged within thirty (30) days. If a court of competent jurisdiction determines that any of the acts described in this Section (d) is not a default under this Lease, and a trustee is appointed to take possession (or if Tenant remains a debtor in possession) and such trustee or Tenant transfers Tenant's interest hereunder, then Landlord shall receive, as Additional Rent, the difference between the rent (or any other consideration) paid in connection with such assignment or sublease and the rent payable by Tenant hereunder; or

(e) Any material representation or warranty made by Tenant or by a subtenant or assignee in connection with this Lease shall have been false or misleading as of the date such representation or warranty was made.

Section 10.03 REMEDIES.

On the occurrence of any default by Tenant other than a default pursuant to Section 2.01(c) above, Landlord may, at any time thereafter, with or without notice or demand, as its sole remedy:

(a) Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord, or, if permitted by applicable Law, Landlord shall have the right to effect a lock out of Tenant from the Premises, in which event Tenant hereby releases Landlord from any and all damages including but not

limited to damages related to interruption of Tenant's business. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including without limitation (i) the full amount of any unpaid Base Rent, Additional Rent and other charges which had been earned at the time of the termination;; and (ii), any costs or expenses incurred by Landlord in recovering possession of the Premises and Landlord's reasonable attorneys' fees incurred in connection therewith, and any real estate commission paid or payable; and

(b) Retain the Security Deposit which shall be forfeited in full. Landlord and Tenant agree that such forfeiture is a fair and reasonable estimate of the costs and losses to Landlord as a result of the termination of the Lease. In the event of such forfeiture, Landlord agrees that Landlord shall not be entitled to seek any damages for unpaid Rent which would have accrued after the date of such termination.

(c) Tenant and Landlord agree that notwithstanding anything to the contrary contained in this Lease, in the event Tenant is in breach of its covenant under Section 2.01(c) above, Landlord's sole remedy will be to terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord and retain the $233,000 portion of the Security Deposit deposited with Landlord pursuant to Rider No. 1 which shall be forfeited in full. Landlord and Tenant agree that such forfeiture is a fair and reasonable estimate of the costs Landlord will incur by reason of Tenant's failure to achieve Tenant Completion as required by Section 2.01(c). In the event of such forfeiture, Landlord agrees that Landlord shall not be entitled to seek any damages for unpaid Rent which would have accrued after the date of such termination.

(d) In addition Landlord shall have the right (at Landlord's sole discretion) to perform any obligations hereunder required to be performed by Tenant for which Tenant is in default, including, without limitation, the payment of any sums that Tenant is obligated to pay hereunder and the performance of maintenance and repair that Tenant is obligated to perform hereunder. Landlord shall have the right upon ten (10) days prior notice to Tenant (except that no notice shall be required in the case of an emergency), enter the Premises and perform such maintenance or repair on behalf of Tenant. Tenant agrees to reimburse Landlord immediately upon demand for any costs and expenses incurred by Landlord in connection with the performance by Landlord of Tenant's obligations under this Lease including twenty percent (20%) of such costs for Landlord's supervision of any maintenance and repair.

Section 10.04 CUMULATIVE REMEDIES.

Landlord's exercise of any right or remedy shall not prevent it from exercising any other right or remedy.

ARTICLE 11
PROTECTION OF LENDERS

Section 11.01 SUBORDINATION.

Landlord shall have the right to subordinate this Lease to a First Mortgage, any advances made on the security thereof and any renewals, modifications, consolidations, replacements or extensions thereof, whenever made or recorded. However, Tenant's right to quiet possession of the Premises during the Lease Term and Tenant's Option to Purchase the Premises pursuant to rider No. 2 shall not be disturbed or compromised if Tenant pays the rent and performs all of Tenant's obligations under this Lease and is not otherwise in default. If any First Mortgagee elects to have this Lease prior to the lien of its first Mortgage and gives written notice thereof to Tenant, this Lease shall be deemed prior to First Mortgage whether this Lease is dated prior or subsequent to the date of said First Mortgage or the date of recording thereof. If in

connection with obtaining construction, interim or permanent financing for the Building, the lender shall request modifications to this Lease as a condition to such financing, Tenant will not withhold or delay its consent thereto, provided that such modifications do not increase the obligations of Tenant hereunder and do not otherwise materially adversely affect Tenant's rights hereunder. In the event that Tenant should fail to execute any instrument described in this Article Eleven promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Notwithstanding anything in the Lease to the contrary, the prior written consent of the First Mortgagee shall be required as a condition precedent to the subordination of the Lease to any junior/secondary mortgage or deed of trust. If requested by Tenant, Landlord shall use commercially reasonable efforts to obtain a subordination, non-disturbance and attornment agreement from a First Mortgagee in such form as approved by such First Mortgagee. If a monetary fee is a precondition of any First Mortgagee for the review of any changes to or to obtain any First Mortgagee approved subordination, non-disturbance and attornment agreement, Tenant shall pay this fee to Landlord prior to such First Mortgagee undertaking the review of the said document and in no event later than fifteen (15) days after the request by the Tenant for such subordination, non-disturbance and attornment agreement, such fees are payable to Landlord regardless of whether such changes are approved by the First Mortgagee. If the required fees are not paid in full by the Tenant, Landlord has no obligation to proceed to obtain the subordination, non-disturbance and attornment agreement.

Section 11.02 ATTORNMENT.

If Landlord's interest in the Premises is acquired by any First Mortgagee at a foreclosure sale, Tenant shall attorn to the transferee of or successor to Landlord's interest in the Premises and recognize such transferee or successor as Landlord under this Lease. Tenant waives the protection of any statute or rule of law which gives or purports to give Tenant any right to terminate this Lease or surrender possession of the Premises upon the transfer of Landlord's interest.

Section 11.03 SIGNING OF DOCUMENTS.

Tenant shall sign and deliver any instruments or documents necessary or appropriate to evidence any such attornment or subordination or agreement to do so. Such subordination and attornment documents may contain such provisions as are customarily required by any First Mortgagee. If Tenant fails to do so within ten (10) days after written request, Tenant hereby makes, constitutes and irrevocably appoints Landlord, or any transferee or successor of Landlord, the attorney-in-fact of Tenant to execute and deliver any such instrument or document.

Section 11.04 ESTOPPEL CERTIFICATES.

(a) Upon Landlord's written request, Tenant shall execute, acknowledge and deliver to Landlord a written statement substantially in the form attached hereto as Exhibit "C" certifying: (i) that none of the terms or provisions of this Lease have been changed (or if they have been changed, stating how they have been changed); (ii) that this Lease has not been canceled or terminated; (iii) the last date of payment of the Base Rent and other charges and the time period covered by such payment; (iv) that Landlord is not in default under this Lease (or, if Landlord is claimed to be in default, stating why); (v) that Tenant has occupied the Premises; and (vi) such other matters as may be reasonably required by Landlord or a First Mortgagee. Tenant shall deliver such statement to Landlord within ten (10) days after Landlord's request. Any such statement by Tenant may be given by Landlord to any prospective purchaser or encumbrancer of the Premises. Such purchaser or encumbrancer may rely conclusively upon such statement as true and correct.

(b) If Tenant does not deliver such statement to Landlord within such ten (10) day

period, Landlord, and any prospective purchaser or encumbrancer, may conclusively presume and rely upon the following facts: (i) that the terms and provisions of this Lease have not been changed except as otherwise represented by Landlord; (ii) that this Lease has not been canceled or terminated except as otherwise represented by Landlord; (iii) that not more than one month's Base Rent or other charges have been paid in advance; and (iv) that Landlord is not in default under the Lease. In such event, Tenant shall be estopped from denying the truth of such facts. The failure of Tenant to provide such written statement shall constitute a material default under this Lease.

Section 11.05 TENANT'S FINANCIAL CONDITION.

Within ten (10) days after written request from Landlord, Tenant shall deliver to Landlord such financial statements as are required by Landlord to verify the net worth of Tenant, or any assignee, subtenant, or guarantor of Tenant. In addition, Tenant shall deliver to any lender designated by Landlord any financial statements required by such lender to facilitate the financing or refinancing of the Premises. Tenant represents and warrants to Landlord that each such financial statement is a true and accurate statement as of the date of such statement. All financial statements shall be confidential and shall be used only for the purposes set forth herein.

ARTICLE 12
LEGAL COSTS

Section 12.01 LEGAL PROCEEDINGS.

Tenant shall reimburse Landlord, upon demand, for any costs or expenses incurred by Landlord in connection with any breach or default of Tenant under this Lease, whether or not suit is commenced or judgment entered. Such costs shall include legal fees and costs incurred for the negotiation of a settlement, enforcement of rights or otherwise. Furthermore, if any action for breach of or to enforce the provisions of this Lease is commenced, the court in such action shall award to the party in whose favor a judgment is entered, a reasonable sum as attorneys' fees and costs. Such attorneys' fees and costs shall be paid by the losing party in such action and Tenant shall also indemnify Landlord against and hold Landlord harmless from all costs, expenses, demands and liability incurred by Landlord if Landlord becomes or is made a party to any claim or action (a) instituted by Tenant, or by any third party against Tenant, or by or against any person holding any interest under or using the Premises by license of or agreement with Tenant; (b) for foreclosure of any lien for labor or material furnished to or for Tenant or such other person; (c) otherwise arising out of or resulting from any act or transaction of Tenant or such other person; or (d) necessary to protect Landlord's interest under this Lease in a bankruptcy proceeding, or other proceeding under Title 11 of the United States Code, as amended. Tenant shall defend Landlord against any such claim or action at Tenant's expense with counsel reasonably acceptable to Landlord or, at Landlord's election, Tenant shall reimburse Landlord for any legal fees or costs incurred by Landlord in any such claim or action.

ARTICLE 13
MISCELLANEOUS PROVISIONS

Section 13.01 NON-DISCRIMINATION.

Tenant promises, and it is a condition to the continuance of this Lease, that there will be no discrimination against, or segregation of, any person or group of persons on the basis of race, color, sex, creed, national origin or ancestry in the leasing, subleasing, transferring, occupancy, tenure or use of the Premises or any portion thereof.

Section 13.02 LANDLORD'S LIABILITY.

As used in this Lease, the term "Landlord" means only the current owner or owners of the fee title to the Premises or the leasehold estate under a ground lease of the Premises at the time in question. Each Landlord is obligated to perform the obligations of Landlord under this Lease only during the time such Landlord owns such interest or title. Any Landlord who transfers its title or interest is relieved of all liability with respect to the obligations of Landlord under this Lease to be performed on or after the date of transfer. However, each Landlord shall deliver to its transferee all funds previously paid by Tenant if such funds have not yet been applied under the terms of this Lease. Notwithstanding anything to the contrary contained in the Lease, Tenant agrees that it shall look solely to the estate and the property of Landlord in the land and Building of which the Premises are a part (subject to the prior rights of any First Mortgagee in the building) for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord or its officers, directors, managers, shareholders, members, employees, contractors, servants and/or agents in the event of any default or breach by Landlord or its officers, directors, managers, shareholders, members, employees, contractors, servants and/or agents with respect to any of the terms, covenants, and conditions of this Lease to be observed or performed by Landlord or any other liability of Landlord or its officers, directors, managers, shareholders, members, employees, contractors, servants and/or agents in connection, directly or indirectly, with this Lease, and no other assets of Landlord or its officers, directors, managers, shareholders, members, employees, contractors, servants and/or agents shall be subject to levy, execution or other procedures for the satisfaction of Tenant's remedies.

Section 13.03 SEVERABILITY.

A determination by a court of competent jurisdiction that any provision of this Lease or any part thereof is illegal or unenforceable shall not cancel or invalidate the remainder of such provision or this Lease, which shall remain in full force and effect.

Section 13.04 INTERPRETATION.

The captions of the Articles and Sections of this Lease are to assist the parties in reading this Lease and are not a part of the terms or provisions of this Lease. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. In any provision relating to the conduct, acts or omissions of Tenant, the term "Tenant" shall include Tenant's agents, employees, contractors, invitees, successors or others using the Premises with Tenant's expressed or implied permission.

Section 13.05 INCORPORATION OF PRIOR AGREEMENTS; MODIFICATIONS.

This Lease is the only agreement between the parties pertaining to the lease of the Premises and no other agreements are effective. All amendments to this Lease shall be in writing and signed by all parties. Any other attempted amendment shall be void.

Section 13.06 NOTICES.

All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid. Notices to Tenant shall be delivered to Tenant's Address specified in Section 1.01above, except that upon Tenant's taking possession of the Premises, the Premises shall be Tenant's address for notice purposes. Notices to Landlord shall be delivered to Landlord's Mailing Address specified in Section 1.01above. Notices deposited in the mail in the manner hereinabove described shall be effective from and after the expiration of three (3) calendar days after it is so deposited. All other notices shall be effective upon delivery or attempted delivery in accordance with

this Section 13.06. Either party may change its notice address upon written notice to the other party.

Section 13.07 WAIVERS.

All waivers must be in writing and signed by the waiving party. Landlord's failure to enforce any provision of this Lease or its acceptance of rent shall not be a waiver and shall not prevent Landlord from enforcing that provision or any other provision of this Lease in the future. No statement on a payment check from Tenant or in a letter accompanying a payment check shall be binding on Landlord, and Landlord may, with or without notice to Tenant, negotiate such check without being bound to the conditions of such statement.

Section 13.08 NO RECORDATION.

Tenant shall not record this Lease without prior written consent from Landlord. However, either Landlord or Tenant may require that a "short form" memorandum of this Lease executed by both parties be recorded; provided that, in such event, Tenant hereby covenants and agrees that, upon the expiration or earlier termination of the Lease Term, Tenant will execute and deliver a quitclaim deed to Landlord in form reasonably satisfactory to Landlord, in favor of Landlord, or Landlord's successor in interest releasing and conveying any and all right, title, or interest of Tenant in the Premises.

Section 13.09 BINDING EFFECT; CHOICE OF LAW.

This Lease binds any party who legally acquires any rights or interest in this Lease from Landlord or Tenant. However, Landlord shall have no obligation to Tenant's successor unless the rights or interests of Tenant's successor are acquired in accordance with the terms of this Lease. This Lease shall be governed by and construed in accordance with the laws of the State of Nevada.

Section 13.10 CORPORATE AUTHORITY; PARTNERSHIP AUTHORITY.

If Tenant is a corporation, each person signing this Lease on behalf of Tenant represents and warrants that he has full authority to do so and that this Lease binds the corporation. Within thirty (30) days after this Lease is signed, Tenant shall deliver to Landlord a certified copy of a resolution of Tenant's Board of Directors authorizing the execution of this Lease or other evidence of such authority reasonably acceptable to Landlord. If Tenant is a partnership or limited liability company, each person signing this Lease for Tenant represents and warrants that he is a general or limited partner of the partnership or member or manager of the limited liability company, that he has full authority to sign for the partnership or limited liability company and that this Lease binds the partnership or limited liability company and, in the case of a partnership, all general partners or limited partners of the partnership, and in the case of any limited liability company, all members of the limited liability company. Tenant shall give written notice to Landlord of any general partner's or member's withdrawal or addition. Within thirty (30) days after this Lease is signed, Tenant shall deliver to Landlord a copy of Tenant's recorded statement of partnership, certificate of limited partnership or articles of organization. In the event Tenant is other than an individual, concurrently with Tenant's execution of this Lease, Tenant shall provide to Landlord a certificate of good standing or its equivalent that confirms that Tenant is duly qualified to do business in the state in which the Premises is located.

Section 13.11 JOINT AND SEVERAL LIABILITY.

All parties signing this Lease as Tenant shall be jointly and severally liable for all obligations of Tenant.

Section 13.12 FORCE MAJEURE.

Except as otherwise expressly provided in this Lease to the contrary, each party shall be excused from its duty to perform any covenant or obligation under this Lease, except an obligation to pay any sums of money, in the event but only so long as the performance of any such covenant or obligation is prevented, delayed, retarded or hindered by any of the following: shortages of labor or materials, act of God, fire, earthquake, floods, explosion, action of the elements, war, invasion, terrorism, insurrection, riot, mob violence, sabotage, strikes, lockouts, action of labor unions, condemnation, government moratorium, requisition, or orders of military or naval authorities (other than the lack or inability to procure funds to fulfill its covenants and obligations provided in this Lease).

Section 13.13 EXECUTION OF LEASE.

This Lease may be executed in counterparts, and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument. The delivery of this Lease by Landlord to Tenant shall not be deemed to be an offer and shall not be binding upon either party until executed and delivered by both parties.

Section 13.14 BROKERS AND LEASING AGENTS.

Landlord represents and warrants to Tenant, and Tenant represents and warrants to Landlord, that no broker, leasing agent or finder has been engaged by it in connection with any of the transactions contemplated by this Lease, or to its knowledge is in any way connected with any of such transactions. In the event of any claims for brokers' or finders' fees or commissions in connection with the negotiation, execution or consummation of this Lease, Tenant shall indemnify, save harmless and defend Landlord from and against such claims if they shall be based upon any statement or representation or agreement made by Tenant, and Landlord shall indemnify, save harmless and defend Tenant if such claims shall be based upon any statement, representation or agreement made by Landlord.

Section 13.15 DISCLOSURE OF PRINCIPALS.

Tenant represents and warrants that it has, in accordance with the current policy of Landlord, disclosed the ownership and principals of Tenant, and that it has a continuing obligation to update this disclosure whenever (i) there is a material change in the information and (ii) within thirty (30 days of a written demand by Landlord for an updated disclosure.

Section 13.16 WAIVER OF JURY TRIAL.

To the extent such waiver is permitted by law, the parties hereto waive trial by jury in any action or proceeding brought in connection with this Lease.

IN WITNESS WHEREOF, Landlord and Tenant have signed this Lease in the State of Nevada as of the Execution Date and have initialed or executed all Riders which are attached to or incorporated by reference in this Lease.

LANDLORD:

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

By: _____
Name: _____
Title: _____

ATTEST:

_____
_____, Title

APPROVED AS TO FORM:

_____
Date

03-30-10

TENANT:

601 FREMONT, LLC, a limited liability company in the State of Nevada.

By: _____
Name: Terry L. Caudill
Title: _____

601 FREMONT, LLC, a limited liability company in the State of Nevada.

By: _____
Name: Carlos Adley
Title: _____

EXHIBIT "A"
TO THE LEASE AGREEMENT

DEPICTION OF THE PREMISES



EXHIBIT "B"
TO THE LEASE AGREEMENT

LEGAL DESCRIPTION OF THE SITE

APN #139-34-611-018

Lots One (1) through Five (5) inclusive and Lots Thirteen (13) through Twenty-two (22) inclusive in Block Six (6) of HAWKINS ADDITION TO THE CITY OF LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, Page 40, in the County Recorder of Clark County, Nevada.

TOGETHER, with those portions of vacated alley as disclosed by that certain "Order of Vacation" recorded in Book 48 of Official Records, as Document No. 038243.

Commonly known as 601 Fremont Street, Las Vegas, Nevada.

EXHIBIT "C"
TO THE LEASE AGREEMENT

ESTOPPEL CERTIFICATE

STATEMENT OF TENANT IN RE: LEASE

Date: _____

To: 601 FREMONT, LLC
202 Fremont St
Las Vegas, NV 89101

Re: 601 Fremont Street, Las Vegas, NV 89101

Gentlemen:

It is our understanding that you have committed to place a mortgage upon the subject premises and as a condition precedent thereof have required this certification of the undersigned.

The undersigned, as Lessee, under that certain lease dated _____, made with the City of Las Vegas, Nevada, a political subdivision of the State of Nevada, as Lessor, hereby ratifies the said lease and certifies that:

1. the undersigned has entered into occupancy of the premises described in said lease on _____; and

2. the undersigned is presently open and conducting business with the public in the premises; and

3. the operation and use of the premises do not involve the generation, treatment, storage, disposal or release of a hazardous substance or a solid waste into the environment and that the premises are being operated in accordance with all Applicable Requirements, zoning ordinances and building codes; and

4. the minimum rental in the annual amount of $ _____ was payable from the date of occupancy; and

5. that said lease is in full force and effect and has not been assigned, modified, supplemented or amended in any way except by_____, and neither party thereto is in default thereunder; and

6. that the same represents the entire agreement between the parties as to this leasing; and

7. that the term of said lease expires on _____; and

8. that all conditions under said lease to be performed by the Lessor have been satisfied, including, but without limitation, all co-tenancy requirements thereunder; and

9. all required contributions by Lessor to Lessee on account of Lessee's improvements have been received; and

10. on this date there are no existing defenses or offsets which the undersigned has against the enforcement of said lease by the Lessor; and

11. that no rental has been paid in advance and a security in the amount of $_____ <or no security> has been deposited with Lessor; and

12. that Lessee is in financial condition that will enable Lessee to comply with the Lease; and

13. that rental for _____, 20__has been paid.

Any capitalized but undefined terms contained herein shall have the same meaning as set forth in the lease.

Very truly yours,

_____
(Lessee)

By: _____

Its: _____

EXHIBIT "D"
TO THE AGREEMENT

COMMENCEMENT MEMORANDUM

[TENANT]
601 FREMONT, LLC
202 Fremont Street
Las Vegas, NV 89101

Re: 601 Fremont Street, Las Vegas, NV 89101

Dear :

With reference to that certain lease (the "Lease"), dated _____ , 20___, between the City of Las Vegas, Nevada, a political subdivision of the State of Nevada ("Landlord"), and _____, a _____("Tenant"), you are hereby notified of the following. All capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Lease.

1. The Commencement Date of the Lease was _____ , and the Lease will expire at midnight _____ , 20__, if not extended or renewed or terminated earlier pursuant to the Lease.

2. The Premises consist of _____ (___) square feet of Rentable Square Feet.

3. The prorated amount of Base Rent and Additional Rent for Real Estate Taxes for the partial month of _____ is $_____ and $ _____ , respectively.

4. The amount of Base Rent for the first full month is $_____ and $ _____, respectively.

5. Pursuant to Section 2.02 of the Lease, you have the right to renew the term of the Lease for two (2) additional terms of fifteen (15) years each.

LANDLORD:

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

By: _____
Name: _____
Title: _____

ATTEST:

_____
_____, Title

APPROVED AS TO FORM:

_____
Date

TENANT:

601 FREMONT, LLC, a limited liability company in the State of Nevada.

By: _____
Name: Terry L. Caudill
Title: _____

601 FREMONT, LLC, a limited liability company in the State of Nevada.

By: _____
Name: Carlos Adley
Title: _____

RIDER NO. 1 - WORK LETTER

THIS RIDER NO. 1 is attached to and made part of that certain lease dated _____, 2010 between CITY OF LAS VEGAS NEVADA, a political subdivision of the State of Nevada, as Landlord, and 601 FREMONT, LLC, a limited liability company in the State of Nevada, as Tenant (the "Lease"). The terms used in this Rider shall have the same definitions as set forth in the Lease. The provisions of this Rider shall prevail over any inconsistent or conflicting provision of the Lease.

R-1. Design and Construction of Improvements. Tenant shall, at Tenant's sole cost and expense, design and construct certain improvements on or about the Premises (the "Work") in accordance with this Rider No.1.

R-2. Pre-construction Activities.

(a) (i) No later than ninety (90) days from the Effective Date, Tenant shall provide to Landlord an overall plan for the Work (the "Conceptual Plan") which shall include conceptual drawings of exterior elevations, a floor plan for the first floor of the Premises, a schedule of uses for the first floor, a schedule of all other elements of the Work that Tenant proposes to perform to the Premises and a preliminary budget and time schedule for the performance of the Work.

(ii) Landlord shall review and provide comments to the Conceptual Plan within thirty (30) days of its submission to Landlord;

(iii) Tenant shall revise the Conceptual Plan based on Landlord's comments and submit a revised Conceptual Plan incorporating Landlord's comments not later than thirty (30) days after Landlord's submission of such comments;

(iv) No later than thirty days after Tenant's submission of a revised Conceptual Plan, Landlord shall provide an comments, if any, Landlord may have to such revised Conceptual Plan; and

(v) Tenant shall revise the Conceptual Plan based on Landlord's comments and submit a final Conceptual Plan incorporating Landlord's comments not later than thirty (30) days after Landlord's submission of such comments. Landlord shall notify Tenant of Landlord's approval of the final Conceptual Plans no later than thirty (30) days after its submittal and the date of such approval shall be referred to herein as Conceptual Approval.

Landlord's review of the Conceptual Plan submittals shall be for its sole purpose and shall not imply Landlord's review of the same, or obligate Landlord to review the same, for quality, design, Code compliance or other like matters.

(b) No later than thirty (30) days after Conceptual Approval, Tenant shall submit to Landlord for its approval (i) final working CADD drawings and outlined specifications for the Work, (ii) a budget for the construction of the work and (iii) a schedule for the completion of the Work. Landlord shall advise Tenant within five (5) business days after Landlord's receipt of the final working CADD drawings, budget and schedule if the same is unsatisfactory or incomplete in any respect. If Tenant is so advised, Tenant shall immediately revise the final working CADD drawings, budget and schedule in accordance with such review and any disapproval of Landlord in connection therewith. Landlord's review of the final working CADD drawings and outlined specifications shall be for its sole purpose and shall not imply Landlord's review of the same, or obligate Landlord to review the same, for quality, design, Code compliance or other

like matters. Accordingly, notwithstanding that any such drawings or specifications are reviewed by Landlord or its space planner, architect, engineers, and consultants, and notwithstanding any advice or assistance which may be rendered to Tenant by Landlord or Landlord's space planner, architect, engineers, and consultants, Landlord shall have no liability whatsoever in connection therewith and shall not be responsible for any omissions or errors contained in said drawings or specifications, and Tenant's waiver and indemnity set forth in Section 5.05 of the Lease shall specifically apply to said drawings and specifications. Final working CADD drawings and specifications prepared in accordance with this Section R-2 and approved by Landlord and Tenant are hereinafter referred to as the "Final Plans."

(c) No later than 180 days from Conceptual Approval, Tenant shall provide Landlord with evidence that Tenant has secured funding for the construction of the Work and payment of the full Work Cost pursuant to the approved budget. Such evidence shall be subject to the approval of Landlord which shall not be unreasonably withheld. Tenant agrees that in connection with Tenant's financing of the Work that (i) Landlord shall not be required to encumber in anyway its interest in the Premises and (ii) Tenant shall not be permitted to encumber its interest in this Lease.

(d) Tenant agrees to deposit with Landlord (i) the sum of $116,500.00 in immediately available funds no later than five (5) days after Conceptual Approval and (ii) an additional sum of $116,500.00 in immediately available funds no later than ninety (90) days after Conceptual Approval. Such amounts shall be held as part of the Security Deposit pursuant to Section 4.01 above and will secure Tenant's obligation to complete the Work pursuant to this Rider No. 1 and to achieve Tenant Completion. Landlord agrees that at such time as Tenant has achieved Tenant Completion and Tenant is not otherwise in default of this Lease, Landlord shall refund to Tenant that portion of the Security Deposit made by Tenant pursuant to this paragraph (d) within thirty (30) days after the Commencement Date.

(e) Tenant agrees that Tenant's obligation to pay Real Estate Taxes pursuant to Section 4.02(b) in all events shall commence at Conceptual Approval.

R-3. Commencement of Work.

(a) Tenant agrees to commence construction of the Work no later than two hundred seventy (270) days after Conceptual Approval and to have construction of the Work completed pursuant to the construction schedule approved pursuant to R-2(b) above but in no event later than twelve (12) months after commencement of construction.

R-4. Tenant's Selection of Contractors.

(a) A general contractor shall be retained by Tenant to construct the Work. Such general contractor ("Contractor") shall be selected by Tenant from a list of general contractors supplied by Tenant and approved by Landlord in writing which shall not be unreasonably withheld or delayed, and Tenant shall deliver to Landlord notice of its selection of the Contractor upon such selection. All subcontractors, laborers, materialmen, and suppliers used by Tenant (such subcontractors, laborers, materialmen, and suppliers, and the Contractor to be known collectively as "Tenants Agents") must be approved in writing by Landlord, which approval shall not be unreasonably withheld or delayed. If Landlord does not approve any of Tenant's proposed subcontractors, laborers, materialmen, or suppliers, Tenant shall submit other proposed subcontractors, laborers, materialmen, or suppliers for Landlord's written approval. Tenant agrees that the Contractor will be required to post both payment and completion bonds for the Work.

(b) Prior to Tenant's execution of the construction contract and general conditions with Contractor (the "Contract"), Tenant shall submit the Contract to Landlord for its approval, which approval shall not be unreasonably withheld or delayed. Prior to the commencement of the

construction of the Work, and after Tenant has accepted all bids for the Work, Tenant shall provide Landlord with a detailed breakdown, by trade, of the final cost of Work (as defined in Section R-6 below).

R-5. General Conditions. Tenant's and Tenant's Agent's construction of the Work shall comply with the following: (i) the Work shall be constructed in strict accordance with the Final Plans; (ii) Tenant's Agents shall submit schedules of all work to Contractor and Contractor shall, within five (5) business days of receipt thereof, inform Tenant's Agents of any changes which are necessary thereto, and Tenant's Agents shall adhere to such corrected schedule; and (iii) Tenant shall abide by all rules made by Landlord's Representative (as defined below) with respect to any other matter in connection with this Work Letter, including, without limitation, the construction of the Work.

R-6. Cost of Work. As used herein, cost of the Work shall mean all the costs and charges incurred by Landlord or Tenant to design and construct the Work, including, without limitation, (i) the actual contractor costs and charges for material and labor, contractor's profit, overhead and general conditions incurred by Landlord or Tenant in having the Work constructed in accordance with the Final Plans, (ii) Governmental agency plan check, permit and other fees (including, without limitation, Title 24 fees) and sales and use taxes, (iii) testing and inspection costs, (iv) any paint touch-up or repair work necessary due to Tenant's move into the Premises, (v) architectural and engineering fees, (vi) all other costs expended or to be expended by Landlord or Tenant in the construction of the Work and (vii) a Landlord's administration fee of ten percent (10%) of those costs and expenses specified in items (i) through (vi) above, in order to compensate Landlord for Landlord's supervisory and coordination services.

Tenant shall pay when due all claims for labor and material furnished to the Premises. Landlord may elect to record and post notices of non-responsibility on the Premises. Tenant will not permit to be created or to remain undischarged any lien, encumbrance or other charge (arising out of any work done or materials or supplies furnished by any contractor, subcontractor, mechanic, laborer or materialman or any mortgage, conditional sale, security agreement or chattel mortgage, or otherwise by or for Tenant) which might be or become a lien or encumbrance or other charge (collectively a "Charge") against or upon the Premises, the Building or any part thereof. If any claim or lien or notice of claim or lien on account of an alleged debt of Tenant or any notice of contract or Charge by a person engaged by Tenant or Tenant's contractor to work on the Premises shall be filed against or upon the Premises, the Building or any part thereof, Tenant shall within fifteen (15) days after demand from Landlord cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Tenant shall fail to cause such claim or lien or notice of claim or lien or other Charge to be discharged within the period aforesaid, then, in addition to any other right or remedy it may have, Landlord may, but shall not be obligated to, discharge the same by payment, deposit or by bonding proceedings, and in any such event Landlord shall be entitled, if Landlord so elects, to compel the prosecution of an action for the foreclosure of the same by the claimant and to pay the amount of any judgment in favor of the claimant with interest, costs and allowances. Any amount so paid by Landlord and all interest, costs and expenses, including reasonable attorneys' fees, incurred by Landlord in connection therewith shall constitute additional rent payable by Tenant under the Lease and shall be paid by Tenant to Landlord on demand. Prior to commencement of the Work or the delivery of any material to the Premises, Tenant shall deliver to the Landlord a signed and acknowledged waiver (or release) of liens in a form approved by Landlord, and, to the extent permitted by law, Tenant shall at Tenant's expense cause a duly executed and notarized counterpart of any such waiver or release to be recorded in the Office of the Clark County Recorder.

R-7. Reserved.

R-8. Indemnity. Tenant's indemnity of Landlord as set forth in Section 5.05 of the Lease shall also apply with respect to any and all costs, losses, damages, injuries and liabilities related in any way to any act or omission of Tenant or Tenant's Agents, or anyone directly or indirectly employed by any of them,

or in connection with Tenant's non-payment of any amount arising out of the Work and/or Tenant's disapproval of all or any portion of any request for payment. Such indemnity by Tenant, as set forth in Section 5.05 of this Lease, shall also apply with respect to any and all costs, losses, damages, injuries and liabilities related in any way to Landlord's performance of any ministerial acts reasonably necessary (i) to permit Tenant to complete the Work, and (ii) to enable Tenant to obtain any building permit or certificate of occupancy for the Premises.

R-9. Requirements of Tenant's Agents. Each of Tenant's Agents shall guarantee to Tenant and for the benefit of Landlord that the portion of the Work for which it is responsible shall be free from any defects in workmanship and materials for a period of not less than one (1) year from the date of completion thereof. Each of Tenant's Agents shall be responsible for the replacement or repair, without additional charge, of all work done or furnished in accordance with its contract that shall become defective within one (1) year after the later to occur of (i) completion of the Work performed by such contractor or subcontractors and (ii) the Commencement Date. The correction of such work shall include, without additional charge, all additional expenses and damages incurred in connection with such removal or replacement of all or any part of the Work, and/or the Building that may be damaged or disturbed thereby. All such warranties or guarantees as to materials or workmanship of or with respect to the Work shall be contained in the Contract or subcontract and shall be written such that such guarantees or warranties shall inure to the benefit of both Landlord and Tenant, as their respective interests may appear, and can be directly enforced by either. Tenant covenants to give to Landlord any assignment or other assurances which may be necessary to effect such right of direct enforcement.

R-10. Insurance Requirements.

(a) All of Tenant's Agents shall carry worker's compensation insurance covering all of their respective employees, and shall also carry public liability insurance, including property damage, all with limits, in form and with companies as are required to be carried by Tenant as set forth in Section 4.04 of the Lease.

(b) Tenant shall carry "Builder's All Risk" insurance in an amount approved by Landlord covering the construction of the Work, and such other insurance as Landlord may require, it being understood and agreed that the Work shall be insured by Tenant pursuant to Section 4.04 of this Lease immediately upon completion thereof. Such insurance shall be in amounts and shall include such extended coverage endorsements as may be reasonably required by Landlord including, but not limited to, the requirement that all of Tenant's Agents shall carry excess liability and Products and Completed Operation Coverage insurance, each in amounts not less than One Million Dollars ($1,000,000) per incident, Two Million Dollars ($2,000,000) in aggregate, and in form and with companies as are required to be carried by Tenant as set forth in Section 4.04 of this Lease.

(c) Certificates for all insurance carried pursuant to this Section R-10 shall be delivered to Landlord for the commencement of construction of the Work and before the Contractor's equipment is moved onto the site. All such policies of insurance must contain a provision that the company writing said policy will give Landlord thirty (30) days prior written notice of any cancellation or lapse of the effective date or any reduction in the amounts of such insurance. In the event that the Work is damaged by any cause during the course of the construction thereof, Tenant shall immediately repair the same at Tenant's sole cost and expense. Tenant's Agents shall maintain all of the foregoing insurance coverage in force until the Work is fully completed and accepted by Landlord, except for any Products and Completed Operation Coverage insurance required by Landlord, which is to be maintained for one (1) year following completion of the Work and acceptance by Landlord and Tenant. All policies carried under this Section R-10 shall insure Landlord and Tenant, as their interests may appear, as well as Contractor and Tenant's Agents. All insurance, except Workers' Compensation, maintained by Tenant's Agents shall preclude subrogation claims by the

insurer against anyone insured thereunder. Such insurance shall provide that it is primary insurance as respects the Landlord and that any other insurance maintained by Landlord is excess and noncontributing with the insurance required hereunder. The requirements for the foregoing insurance shall not derogate from the provisions for indemnification of Landlord by Tenant under Section R-8 of this Work Letter. Landlord may, in its discretion, require Tenant to obtain a lien and completion bond or some alternate form of security satisfactory to Landlord in an amount sufficient to ensure the lien-free completion of the Work and naming Landlord as a co-obligee.

R-11. Governmental Compliance. The Work shall comply in all respects with the following: (i) all applicable codes and other state, federal, city or quasi-governmental laws, codes, ordinances and regulations, as each may apply according to the rulings of the controlling public official, agent or other person; (ii) applicable standards of the American Insurance Association (formerly, the National Board of Fire Underwriters) and the National Electrical Code; and (iii) building material manufacturer's specifications.

R-12. Inspection by Landlord. Landlord shall have the right to inspect the Work at all times, provided however, that Landlord's failure to inspect the Work shall in no event constitute a waiver of any of Landlord's rights hereunder nor shall Landlord's inspection of the Work constitute Landlord's approval of the same. Should Landlord disapprove any portion of the Work, Landlord shall notify Tenant in writing of such disapproval and shall specify the items disapproved. Any defects or deviations in, and/or disapproval by Landlord of the Work shall be rectified by Tenant at no expense to Landlord, provided however, that in the event Landlord determines that a defect or deviation exists or disapproves of any matter in connection with any portion of the Work and such defect, deviation or matter might adversely affect the mechanical, electrical, plumbing, heating, ventilating, and air conditioning or life-safety systems of the Building, the structure or exterior appearance of the Building, Landlord may take such action as Landlord deems necessary, at Tenant's expense and without incurring any liability on Landlord's part, to correct any such defect, deviation and/or matter, including, without limitation, causing the cessation of performance of the construction of the Work until such time as the defect, deviation and/or matter is corrected to Landlord's satisfaction.

R-13. Copy of Record Set of Plans. Within ten (10) days after completion of construction of the Work, Tenant shall cause a Notice of Completion (or similar filing) to be recorded in the appropriate office and shall furnish a copy thereof to Landlord upon such recordation. If Tenant fails to do so, Landlord may execute and file the same on behalf of Tenant as Tenant's agent for such purpose, at Tenant's sole cost and expense. At the conclusion of construction, (i) Tenant shall cause the architect and Contractor (A) to update the Final Plans as necessary to reflect all changes made to the Final Plans during the course of construction, (B) to certify to the best of their knowledge that the "record-set" of as-built CADD drawings are true and correct, which certification shall survive the expiration or termination of this Lease, and (C) to deliver to Landlord two (2) sets of copies of such record set of drawings, and (ii) Tenant shall deliver to Landlord two (2) copies of the "Closeout Book" consisting of all warranties, guaranties, and operating manuals and information relating to the improvements, equipment, and systems in the Premises.

R-14. Tenant's Representative. Tenant has designated Dennis Hershey as its sole representative with respect to the matters set forth in this Rider, who shall have full authority and responsibility to act on behalf of the Tenant as required in this Rider.

R-15. Landlord's Representative. Landlord has designated Bill Arent, Office of Business Development Director as its sole representative with respect to the matters set forth in this Rider, who, until further notice to Tenant, shall have full authority and responsibility to act on behalf of the Landlord as required in this Rider No. 1.

LANDLORD

CITY OF LAS VEGAS, a political subdivision of the State of Nevada

By: _____
Name: _____
Title: _____

ATTEST:

_____
_____, Title

APPROVED AS TO FORM:

_____ 3-30-10
Date

TENANT

601 FREMONT, LLC, a limited liability company in the State of Nevada.

By: _____
Name: Terry L. Caudill
Title: _____

601 FREMONT, LLC, a limited liability company in the State of Nevada.

By: _____
Name: Carlos Adley
Title: _____

RIDER NO. 2 - OPTION TO PURCHASE

THIS RIDER NO. 2 (the "Agreement") is attached to and made a part of that certain lease dated _____, 2010, between CITY OF LAS VEGAS NEVADA, a political subdivision of the State of Nevada, as Landlord, and 601 FREMONT, LLC, a limited liability company in the State of Nevada, as Tenant (the "Lease"). The provisions of this Agreement shall prevail over any inconsistent or conflicting provision of the Lease. Landlord shall be referred to herein as "Seller" and Tenant as "Purchaser". Purchaser and Seller may be referred to collectively herein as the "*Parties*" or singularly as a "*Party.*"

AGREEMENT

NOW, THEREFORE, based upon the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller agree as follows:

1. General Provisions; Effect.

1.1 Purpose of Agreement. The purpose of this Agreement is to set forth the terms and conditions of the grant by Seller to Purchaser of an option to purchase the Real Property.

1.2 Definitions. Any capitalized terms used in this Agreement which are not defined in this Agreement shall have the same definitions as set forth in the Lease. The following capitalized terms shall have the following definitions:

"*Agreement*" has the meaning set forth in the first paragraph to this Agreement.

"*Cash Balance Due*" has the meaning set forth in Section 4.3.

"*City Council*" means the governing council of the City.

"*Close of Escrow*" means the time when Escrow Agent shall have recorded all of the instruments to be recorded as set forth in Section 5.3.

"*Closing Date*" means the date which is sixty (60) days after Purchaser exercises the Option, or such other date as is agreed to by the Parties.

"*Deed*" means a customary Grant, Bargain & Sale deed executed and acknowledged by the Seller conveying title to the Real Property.

"*Earnest Money Deposit*" has the meaning set forth in Section 4.2.

"*Effective Date*" has the meaning set forth in first paragraph of this Agreement.

"*Environmental Claim*" means any and all administrative, regulatory or judicial actions, suits, demands, demand letters, directives, claims, liens, investigations, proceedings or

written notices of noncompliance, liability or violation by any person or entity (including any governmental or regulatory authority) alleging potential liability (including, without limitation, potential responsibility or liability for enforcement, investigatory costs, cleanup costs, governmental response costs, removal costs, remedial costs, natural resources damages, property damages, personal injuries or penalties) arising out of, based on or resulting from (a) the presence, or release or threatened release into the environment, of any Hazardous Substance; (b) circumstances forming the basis of any violation, or alleged violation, of any Environmental Law; or (c) any and all claims by any third party seeking damages, contribution, indemnification, cost recovery, compensation or injunctive relief resulting from the presence or release of any Hazardous Substance.

"*Environmental Law*" means any federal, state, county, municipal, local or other statute, ordinance or regulation which relates to or deals with the protection of the environment or wildlife and/or human health and safety, including all regulations promulgated by a regulatory body pursuant to any such statute, ordinance, or regulation, including, the Comprehensive Environmental Response and Liability Act of 1980, as amended, 42 U.S.C. § 9601 *et seq.*, Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901, *et seq.*, the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*, the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*, and NRS Chapter 459.

"*Escrow*" has the meaning set forth in Section 5.1.

"*Escrow Agent*" has the meaning set forth in Section 5.1.

"*Hazardous Substance*" shall mean and refer to asbestos, urea formaldehyde, polychlorinated biphenyls, nuclear fuel or materials, radioactive materials, explosives, known carcinogens, petroleum products and by products (including crude oil or any fraction thereof) and any pollutant, contaminant, chemical, material or substance defined as hazardous or as a pollutant or a contaminant in, or the use, manufacture, generation, storage, treatment, transportation, release or disposal of which is regulated by, any Environmental Law.

"*Information Return*" has the meaning set forth in Section 8.4(g).

"*Non-foreign Transferor Declaration*" shall mean a customary form of non-foreign transfer declaration executed by the Seller.

"*Option*" shall have the meaning set forth in Section 2.1.

"*Option Commencement Date*" shall have the meaning set forth in Section 2.1 below.

"*Option Exercise Notice*" shall have the meaning set forth in Section 2.2.

"*Option Period*" shall have the meaning set forth in Section 2.1.

"*Party*" and "*Parties*" have the meanings set forth in the first paragraph to this Agreement.

"*Permitted Exceptions*" shall have the meaning set forth in Section 6.1.

"*Person*" means any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust, unincorporated organization or government, or any city or political subdivision thereof.

"*Purchase Price*" has the meaning set forth in Section 4.1.

"*Purchaser*" has the meaning set forth in the first paragraph to this Agreement, and its permitted nominee, assignee or successor in interest as permitted in this Agreement.

"*Real Property*" means that certain real property commonly known as the as depicted on Exhibit "A-1" and legally described on Exhibit "A-2", both of which are attached hereto.

"*Recorder's Office*" means the Office of the Recorder of Clark County, Nevada.

"*Seller*" has the meaning set forth in the first paragraph to this Agreement.

"*Title Policy*" has the meaning set forth in Section 6.2.

2.1 Grant of Option.

(a) Seller hereby grants Purchaser an ongoing option to purchase the Real Property upon the terms and conditions set forth in this Agreement (the "*Option*"). The Option shall be for a period (the "*Option Period*") commencing on the Commencement Date of the Lease and automatically expiring on the last day of eighty-four (84) full calendar months after the Commencement Date. The Parties shall confirm in writing the commencement date of the Option Period (the "*Option Commencement Date*") within thirty (30) days following the occurrence of the Option Commencement Date. Tenant agrees that the Option shall automatically terminate and be null and void if prior to the expiration of the Option Period the Lease terminates for any reason whatsoever.

2.2 Exercise of Option.

(a) Purchaser shall have the right to exercise the Option at anytime during the Option Period by written notice to Purchaser. In the event Purchaser does not provide the Option Notice during the Option Period, the Option shall automatically expire and thereafter Purchaser shall have no right to purchase the Real Property under this Agreement. Tenant agrees that it shall have no right to exercise the Option prior to the commencement of the Option Term.

(b) Notwithstanding anything to the contrary contained herein, Purchaser agrees that Purchaser's right to exercise the Option is contingent upon Purchaser not being in default at the time of any attempt to exercise the Option (i) of payment of any Rent whatsoever due from Purchaser to Seller under the Lease or (ii) any other obligations of Purchaser under the Lease which are in Seller's reasonable judgment of a material nature. Any attempt by Purchaser to exercise the Option at a time when Purchaser is in such default under the Lease shall be null and void and of no force and effect.

3. Purchase and Sale of Real Property. Upon the rightful exercise of the Option by Purchaser, Seller agrees to sell, and Purchaser agrees to purchase, the Real Property upon the terms and conditions set forth herein.

4. Purchase Price and Payment.

4.1 Purchase Price. The Purchase Price for the Real Property (the "*Purchase Price*") is Four Million Six Hundred Sixty Thousand Dollars ($4,660,000.00).

4.2 Earnest Money Deposit.

(a) Within three (3) business days after the delivery of the Option Exercise Notice, Purchaser shall deposit the sum of Four Hundred Sixty-Six Thousand Dollars ($466,000.00) as an earnest money deposit (said deposit along with all interest earnings thereon pursuant to Section 4.4 is referred to herein as the "*Deposit*") with Escrow Agent, which Deposit shall be applied to the Purchase Price at Close of Escrow. The Deposit shall be in the form of a cashier's check or other immediately available funds made payable to Escrow Agent.

4.3 Cash at Close of Escrow. On or before one (1) business day prior to Close of Escrow, Purchaser shall deposit with the Escrow Agent an amount equal to the Purchase Price in the form of a cashier's check or other immediately available funds payable to the order of Escrow Agent an amount equal to the Purchase Price (less the Deposit) plus such other funds required to be deposited by Purchaser under this Agreement (the "*Cash Balance Due*").

4.4 Investment of Deposit. Purchaser shall have the right to instruct Escrow Agent to invest the Deposit in U.S. Treasury Bills or Notes or such other prudent investments as approved by Seller in writing. In the absence of such written instructions, Escrow Agent shall invest the Deposit in one or more interest bearing trust accounts with local, federally insured banking institutions. The Deposit shall include any and all earnings on the Deposit, provided that any such earnings shall be deemed earned by Purchaser for income tax purposes.

5. Escrow.

5.1 Escrow Instructions. The purchase and sale of the Real Property shall be consummated through an escrow (the "*Escrow*") to be established with an escrow company selected by Seller ("*Escrow Agent*"). The Escrow shall be opened within three (3) business days following delivery by Purchaser of the Option Notice. Following the delivery of the Option Notice, Purchaser and Seller shall deliver to Escrow Agent a fully executed copy of this Agreement which shall constitute Escrow Agent's instructions. Seller and Purchaser agree to execute and deliver to Escrow Agent such additional and supplemental instructions as Escrow Agent may require in order to clarify Escrow Agent's duties under this Agreement; provided, however, that in the event of any conflict or inconsistency between this Agreement and any instructions delivered to Escrow Agent, the terms of this Agreement shall govern the duties of Escrow Agent and the rights and obligations of Seller and Purchaser.

5.2 Fees. Each Party shall share equally in the escrow fee charged by the Escrow Agent for the escrow services rendered in connection with the transaction described herein. If the Escrow is cancelled by reason of default of either Party, the full amount of the escrow fee and any other charges or sums due the Escrow Agent shall be paid in full by the defaulting Party.

5.3 Definition of "Close of Escrow." For purposes of this Agreement, the term "*Close of Escrow*" shall mean the date when Escrow Agent shall have recorded all of the instruments to be recorded as set forth in Section 8.4 below.

6. Condition of Title.

6.1 Permitted Exceptions. Seller shall convey Purchaser fee simple title to the Real Property subject only to the following exceptions (the "*Permitted Exceptions*"):

(a) those exceptions and matters set forth in the title report attached hereto as Exhibit "B"; and

(b) any and all matters caused by, or arising through, directly or indirectly, Tenant or Tenant's use of the real Property under the Lease.

6.2 Title Insurance Policy. Concurrently with recordation of the Deed, and as a condition of closing, the Escrow Agent and any required co-insurer shall provide and deliver to Purchaser a CLTA title insurance policy in the amount of the Purchase Price issued by the Escrow Agent insuring that title is vested in Purchaser in the condition required by Section 6.1 of this Agreement (the "*Title Policy*"). Seller shall pay the cost of the CLTA portion of the cost of the Title Policy and Purchaser shall pay the additional cost attributable to any special endorsements required by Purchaser.

7. Condition of Real Property – As-Is Nature of Transaction.

(a) Purchaser acknowledges and agrees that it has had an opportunity to inspect the Real Property and that the Real Property is to be conveyed to and accepted by Purchaser in an "as is" condition with all faults and defects, if any. Seller makes no representations or warranties of any kind whatsoever, either expressed or implied, with respect to the Real Property or any of such related matters; in particular, but without limitation, Seller makes no representations or warranties with respect to the use, condition, title, occupation or management of the Real Property, compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to leasing, zoning, subdividing, planning, building, fire, safety, health or environmental matters, compliance with covenants, conditions and restrictions (whether or not of record), other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations or requirements affecting or relating to the Real Property. Purchaser voluntarily and knowingly waives any contribution rights or claims which Purchaser may have against Seller in the event Purchaser incurs liability to any Person (including any federal state or local governmental authority) arising out of the existence, removal or remediation of any Hazardous Substances on or under the Real Property.

(b) Purchaser agrees and acknowledges that it has had completed a full

and complete due diligence investigation of the Real Property, including, without limitation, any and all physical investigations of the Real Property desired by Purchaser.

8. Closing.

8.1 Closing Date. The Close of Escrow of the Real Property shall take place at the offices of the Escrow Agent. The date of the Close of Escrow (the "*Closing Date*") shall be thirty (30) business days after exercise of the Option by Purchaser.

8.2 Seller's Closing Documents. On or prior to the Closing Date, Seller shall deliver or cause to be delivered to the Escrow Agent: (i) the Deed, duly executed and acknowledged by Seller in recordable form; (ii) an affidavit of value as required by laws of the State of Nevada, duly executed by Seller; (iii) the Non-Foreign Transferor Declaration duly executed by Seller; (iv) appropriate evidence that may be required by the Escrow Agent of the authority of Seller to convey the Real Property and to perform and carry out the covenants and obligations to be performed by Seller hereunder; and (v) any other documents as may be reasonably necessary to perform and carry out the covenants and obligations to be performed and carried out by Seller pursuant to this Agreement.

8.3 Purchaser's Closing Documents. On or prior to the Closing Date, Purchaser shall deliver or cause to be delivered to the Escrow Agent for the account of Seller: (i) the funds required by Section 4.2 hereof; (ii) an affidavit of value as required by the laws of the State of Nevada, duly executed by Purchaser; and (iii) such other instruments or documents as may be reasonably necessary to perform and carry out the covenants and obligations to be performed and carried out by Purchaser pursuant to this Agreement.

8.4 Closing Instructions. The Escrow Agent is authorized and instructed to perform the following on the Closing Date in the following order:

(a) Record the Deed;

(b) Deliver to Seller by wire transfer or intrabank transfer funds in an amount equal to the Deposit and the Cash Balance Due.

(c) Deliver to Purchaser the Title Policy.

(d) Prepare and submit to the Internal Revenue Service the information return and statement concerning the closing of the Escrow (the "Information Return") required by Section 6045(e) of the Internal Revenue Code of 1986, unless the Information Return is not required under the regulations promulgated under Section 6045(e).

8.5 Instructions Upon Recordation. The instruments that are required to be recorded and/or delivered under this Agreement shall provide that the Recorder's Office shall return them to Escrow Agent after recordation, and upon receipt thereof, Escrow Agent shall deliver the following:

(a) to Purchaser: (i) the original recorded Deed; (ii) plain copies of the real property transfer declaration and (iii) copies of all other documents deposited by any Party into Escrow; and

(b) to Seller: (i) a copy of the Deed as recorded; (ii) plain copies of the real property transfer declaration; (ii) the original of the Non-Foreign Transferor Declaration; and (iii) copies of all other documents deposited by any Party into Escrow.

8.6 Closing Costs.

(a) Seller Closing Costs. Seller shall deposit into Escrow after the Escrow Agent has notified Seller of the amount, but not later than one (1) business day prior to the scheduled date for the Close of Escrow, any prorations due from Seller pursuant to Section 8.7 below.

(b) Purchaser Closing Costs. Purchaser shall deposit into Escrow the following fees, charges and costs after the Escrow Agent has notified Purchaser of the amount of such fees, charges and costs, but not later than one (1) business day prior to the scheduled date for the Close of Escrow:

(i) all of all of the state, county or city documentary transfer tax related to the sale of the Real Property;

(ii) all of fees of Escrow Agent;

(iii) all of the premium and costs for the title Policy; and

(iv) any prorations due from Purchaser pursuant to Section 8.7 below.

8.7 Prorations. The Parties agree that because the Lease is a triple net lease in all respects that the only prorations will be for Rent and any Rent which has been paid for periods after the Close of Escrow or is for periods prior to the Close of Escrow will be prorated as of the Close of Escrow.

9. LEASE TERMINATION.

Seller and Purchaser agree that (i) upon the Close of Escrow that the Lease shall automatically terminate and be of no further force and effect except for those provisions of the Lease which expressly survive any termination of the Lease and (ii) in the event Close of Escrow does not occur for any reason whatsoever, including, without limitation Seller default, the Lease shall remain in full force and effect..

10. Defaults and Remedies.

10.1 Purchaser's Default and Seller's Remedies.

(a) Purchaser shall be in default in the even Purchaser fails to timely

deliver (x) the Cash Balance Due or (y) the deposits as required by Sections 8.3 and 8.6(b), unless such failure is as a result of the default hereunder of Seller.

(b) IN THE EVENT PURCHASER EXERCISES THE OPTION, THE DEPOSIT IS MADE AS REQUIRED BY SECTION 4.2 ABOVE AND THEREAFTER THE CLOSE OF ESCROW AND THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT DO NOT OCCUR BY REASON OF ANY DEFAULT BY PURCHASER, SELLER, AS ITS SOLE REMEDY, MAY TERMINATE THE ESCROW WHEREUPON THE DEPOSIT SHALL BE FORFEITED TO SELLER. THE DEPOSIT TOGETHER WITH ALL EARNINGS THEREON SHALL BE PAID BY ESCROW AGENT TO SELLER AS SELLER'S LIQUIDATED DAMAGES FOR THE BREACH OF THIS AGREEMENT BY PURCHASER. IT IS EXPRESSLY UNDERSTOOD AND AGREED BETWEEN SELLER AND PURCHASER THAT SELLER'S ACTUAL DAMAGES FOR PURCHASER'S FAILURE TO CLOSE ESCROW WOULD BE SUBSTANTIAL BUT EXTREMELY DIFFICULT TO ASCERTAIN.

INITIALS: SELLER: _____

PURCHASER: _____

10.2 Seller's Default and Purchaser's Remedies.

(a) The occurrence of any of the following prior to the Close of Escrow, shall be an event of default by Seller hereunder:

(i) The failure by Seller to timely deliver the deposits as required by Sections 8.2 and 8.6(a) above, unless such failure is as a result of the default hereunder of Purchaser; or

(ii) Close of Escrow does not otherwise occur as a result of Seller's nonperformance under this Agreement.

(b) In the event of a default by Seller prior to the Close of Escrow, Purchaser shall have the following remedies:

(i) to waive such default;

(ii) to specifically enforce Seller's obligations hereunder; or

(iii) terminate the Escrow whereupon the Deposit shall be refunded to Purchaser.

11. RESERVED.

12. Miscellaneous.

12.1 Further Assurances. Seller and Purchaser shall, on or after the Closing Date, at the request of either party, execute, acknowledge and deliver such other deeds, assignments, instruments or documents as may be reasonably required to evidence or confirm the sale, conveyance, assignment and transfer by Seller to Purchaser of the Real Property or otherwise necessary to carry out or to fulfill Seller's or Purchaser's respective covenants and obligations hereunder.

12.2 Entire Agreement. Except as otherwise provided in this Agreement including, including without limitation, Section 1.3 and Section 7.2, this Agreement contains all of the agreements, representations and warranties of the Parties hereto and supersedes all other discussions, understandings or agreements with respect to the subject matter hereof. This Agreement may be amended, superseded, extended or modified only by an instrument in writing signed by all of the Parties hereto.

12.3 Notices. All notices, consents, requests, demands and other communications provided for herein shall be in writing and shall be deemed to have been duly given (a) if and when personally served, (b) forty-eight (48) hours after being sent by United States registered mail, return receipt requested, postage prepaid; (c) forty-eight (48) hours after being sent via Federal Express or other national courier service or (c) by facsimile at the following respective addresses, or such other address, as either Party may from time to time designate in writing:

To Seller:

City of Las Vegas
c/o Office of Business Development
400 Stewart Avenue, 2nd Floor
Las Vegas, Nevada 89101
Fax: (702) 385-3128
Attn: Bill Arent, Director

With a copy to:

City Attorney Office
City Hall
400 Stewart Avenue
Las Vegas, Nevada 89101
Fax: (702) 386-1749
Attn: Teri Ponticello

To Purchaser:

601 FREMONT, LLC
202 Fremont Street
Las Vegas, NV 89101
Fax: (702) 387-5103
Attn: Dennis Hershey

Any Party may designate a different address for itself by notice given in the manner set forth in this Section 12.3. Any notice, demand or document shall be deemed to have been given upon actual delivery or receipt or attempted delivery, provided such attempted delivery is made on a business day. Failure to accept delivery shall be deemed receipt of such notice.

12.4 Time of the Essence. Time is of the essence of this Agreement and each and every term and provision hereof.

12.5 Interpretation; Governing Law. This Agreement shall be construed as if prepared by both parties. This Agreement shall be construed, interpreted and governed by the laws of the State of Nevada.

12.6 No Waiver. A waiver by either party hereto of a breach of any of the covenants or agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

12.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, representatives, successors and permitted assigns.

12.8 Headings; Exhibits; Cross References. The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. The Exhibits attached to this Agreement at the time of its execution are incorporated herein as if set forth in full.

12.9 Severability. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void, or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void, or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the full extent permitted by law.

12.10 Counterparts. This Agreement may be executed in one or more counterparts, which, taken together, shall constitute one instrument.

12.11 Captions. The captions and headings contained in this Agreement are for the purposes of reference only and shall not in any way affect the meaning or interpretation of the individual paragraphs.

12.12 Successors and Assigns. Except as otherwise provided herein, this Agreement, together with its benefits and subject to its burdens, shall be binding upon, extend to and inure to the benefit of the parties hereto, their permitted successors and assigns.

12.13 Construction. As used in this Agreement, the masculine, feminine or neuter gender and the singular or plural numbers shall each be deemed to include the other whenever the context so requires. This Agreement shall be construed as a whole and in

accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the party preparing this Agreement or any part thereof.

12.14 Assignment. Purchaser shall be permitted (i) to assign this Agreement to any person or entity or (ii) designate a Purchaser Nominee, without the prior written consent of Seller, so long as the purpose of such assignment is to effectuate the financing of the purchase of the Real Property.

12.15 Brokers. Purchaser represents and warrants to Seller, and Seller represents to Purchaser, that no broker, agent or finder has been engaged by it in connection with any of the transactions contemplated by this Agreement, or to its knowledge is in any way connected with any of such transactions. In the event of any claims for brokers' or finders' fees or commissions in connection with the negotiation, execution or consummation of this Agreement, Purchaser shall indemnify, save harmless and defend Seller from and against such claims if they shall be based upon any statement or representation or agreement made by Purchaser, and Seller shall indemnify, save harmless and defend Purchaser if such claims shall be based upon any statement, representation or agreement made by Seller.

SIGNATURES ON NEXT PAGE

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

SELLER

CITY OF LAS VEGAS, a political subdivision of the State of Nevada

By: _____
Name: _____
Title: _____

ATTEST:

_____
_____, Title

APPROVED AS TO FORM:

_____ 2-30-10
Date

PURCHASER

601 FREMONT, LLC, a limited liability company in the State of Nevada.

By: _____
Name: Terry L. Caudill
Title: _____

601 FREMONT, LLC, a limited liability company in the State of Nevada.

By: _____
Name: Carlos Adley
Title: _____

EXHIBITS

EXHIBIT "A-1"	SITE DEPICTION
EXHIBIT "A-2"	LEGAL DESCRIPTION
EXHIBIT "B"	TITLE REPORT

EXHIBIT "A-1"
TO RIDER NO. 2 - OPTION TO PURCHASE

DEPICTION OF THE PREMISES



EXHIBIT "A-2"
TO RIDER NO. 2 - OPTION TO PURCHASE

LEGAL DESCRIPTION OF THE SITE

APN #139-34-611-018

Lots One (1) through Five (5) inclusive and Lots Thirteen (13) through Twenty-two (22) inclusive in Block Six (6) of HAWKINS ADDITION TO THE CITY OF LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, Page 40, in the County Recorder of Clark County, Nevada.

TOGETHER, with those portions of vacated alley as disclosed by that certain "Order of Vacation" recorded in Book 48 of Official Records, as Document No. 038243.

Commonly known as 601 Fremont Street, Las Vegas, Nevada.

EXHIBIT "B"
TO RIDER NO. 2 - OPTION TO PURCHASE

TITLE REPORT

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Block 1	Contracting Entity
Name	601 Fremont, LLC
Address	202 Fremont St., Las Vegas, NV
Telephone	(702) 387-5155
EIN or DUNS	Applied for

Block 2	Description:
Subject Matter of Contract/Agreement:	Land & Building 601 Fremont St. Las Vegas, NV 89101
RFP #:	N/A

Block 3 Type of Business

☐ Individual ☐ Partnership ☒ Limited Liability Company ☐ Corporation

Block 4 Disclosure of Ownership and Principals

In the space below, the 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.	RMD Designs, LLC	1612 Cahuenga Los Angeles, CA 90028	(310) 739-6819
2.	Carlos Adley	1612 Cahuenga Los Angeles, CA 90028	(310) 739-6819
3.	Ava Berman	1612 Cahuenga Los Angeles, CA 90028	(310) 739-6819
4.	Terry L. Caudill	202 Fremont St. Las Vegas, NV 89101	(702) 387-5155
5.			
6.			
7.			
8.			

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.

Terry L. Caudill
Name

3/26/10
Date

State of Nevada
County of Clark

This instrument was acknowledged before me on

March 26, 2010 (date) by

Terry L. Caudill (name of person)

Amalia C. Fontes
Notary Public -

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
AMALIA C. FONTES
Appt. No. 01-66559-1
My Appt. Expires Oct. 3, 2012

City of Las Vegas Agenda Item No.: **42.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2010

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

SUBJECT:
Discussion and possible action regarding an extension of a Temporary Package License for a Change of Business Name, Change of Location, and Change of Ownership, From: The Vons Companies, Inc., dba Vons 2398, 1061 West Owens Avenue, To: House of Vino, LLC, dba House of Vino, 8053 North Durango Drive, Suite 160, Matthew Ricciardella, Managing Mmbr, 50%, Sabah Boles, Managing Mmbr, 35%, and Jeremiah Boucher, Managing Mmbr, 15% - 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 extension of a Temporary Package License for a Change of Business Name, Change of Location, and Change of Ownership.

RECOMMENDATION:
Recommendation to be provided following the discussion of this item at the City Council Meeting and with the authority of the director or designee to issue a permanent license upon receipt of a favorable investigative report.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **43.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2010

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

SUBJECT:
RESOLUTIONS:

R-25-2010 – ABEYANCE ITEM - Discussion and possible action regarding a Resolution finding that the proposed Real Estate Lease Agreement between the City of Las Vegas and 601 Fremont, LLC, for the property located at 601 Fremont Street (APN 139-34-611-018) is for the purposes of economic development is in the best interest of the public - Ward 5 (Barlow) [NOTE: This item is related to Council Item 41]

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 the Real Estate Lease Agreement between the City of Las Vegas and 601 Fremont, LLC, for the property located at 601 Fremont with a lease term of 30 years at a rate of Two Hundred and Thirty-Three Thousand Dollars ($233,000) per annum with an abatement of rent for the construction period and five years subsequent to construction completion. The property was appraised pursuant to the provisions of NRS 268.059 at Five Million Dollars ($5,000,000). The property qualifies for the economic development exemption pursuant to NRS 268.

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
1. Resolution No. R-25-2010
2. Public Purpose Impact Analysis

RESOLUTION NO._____

A RESOLUTION PURSUANT TO THE PROVISIONS OF NRS 268.063 FINDING THAT THE PROPOSED LEASE OF CITY-OWNED PROPERTY LOCATED GENERALLY AT 601 FREMONT STREET (APN 139-34-611-018) TO 601 FREMONT, LLC IS FOR THE PURPOSES OF ECONOMIC DEVELOPMENT AND IS IN THE BEST INTERESTS OF THE PUBLIC

WHEREAS, the City owns property located at 601 Fremont Street improved with an approximately 48,740 square foot building (hereinafter the "Site") which is currently vacant as shown in Exhibit A of the REAL ESTATE LEASE AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND 601 FREMONT, LLC, which is attached hereto.

WHEREAS, NRS 268.063 authorizes the governing body of a city to sell, lease or otherwise dispose of real property for the purpose of economic development, without first offering it to the public and for less than fair market value if such governing body finds, by resolution that it is in the best interests of the public to do so.

WHEREAS, the City desires to lease the Site to 601 FREMONT, LLC; and the City has agreed to lease the Site for thirty years at Two Hundred and Thirty-Three Thousand Dollars ($233,000.00) per annum, with an abatement of rent for the construction period and five years subsequent to construction completion. The annual lease rate will also increase one percent (1%) each annual anniversary beginning the seventh year of the lease term. The Site was appraised pursuant to the provisions of NRS 268.059 at Five Million Dollars ($5,000,000);

WHEREAS the Site is located within the boundaries of the City's Entertainment District and the City is interested in providing opportunities for economic development by:

(1) The establishment of new commercial enterprises or facilities within the city;

(2) The support, retention or expansion of existing commercial enterprises or facilities within the city and;

(3) To create and retain opportunities for employment for the residents of the city.

WHEREAS, the City issued a Request for Development Proposals on June 16, 2008 seeking real estate development proposals that would provide City residents, tourist and persons employed by surrounding businesses with entertainment, restaurant and retail options on the Site;

WHEREAS, on February 7, 2009, the City informed 601 FREMONT, LLC that it's response to the RFP was ranked second by the City's Evaluation Committee, and due to the first ranked respondent's voluntary removal from the RFP process that the City and the City's Office of Business Development would negotiate the terms of a lease and development agreement to transfer leasehold interest of the Site to 601 FREMONT, LLC so it could begin the necessary permitting process pursuant to its response to the RFP;

WHEREAS, the use and development proposed by 601 FREMONT, LLC is a mixed use facility that includes a restaurant, a nightclub, various retail and entertainment venues (collectively the "Project");

WHEREAS, the Project will bring approximately $10 million of private investment to the City's Entertainment District, which will become a catalytic project for future economic development within the Fremont East Entertainment District;

WHEREAS, the Project will create a number of construction jobs through the use of trade for the existing building renovations and possible new construction on the southern portion of the property which is currently a parking lot;

WHEREAS, the Project will add over $9 million of taxable property to the assessor's records on a site that is currently vacant and that is currently owned by a tax-exempt municipality;

WHEREAS, Section 1.040 of the Las Vegas City Charter designates the Las Vegas City Council as the governing body of the City of Las Vegas;

WHEREAS, the City believes that the use and development of the Site from a vacant building and parking lot to the Project proposed by 601 FREMONT, LLC within the City's Entertainment District is in the interests of the public general welfare and such use and development will create economic development as a whole.

NOW, THEREFORE, BASED UPON THE FOREGOING RECITALS, THE CITY COUNCIL HERBY FINDS that the lease of the Site to 601 FREMONT, LLC is for the purpose of economic development and is in the best interest of the public.

PASSED, ADOPTED AND APPROVED THE _____day of _____, 2010.

CITY OF LAS VEGAS ("City")

By:_____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, CMC
City Clerk

City Council Approval Date:

_____
Date

APPROVED AS TO FORM:

_____
Date
3-30-10

Exhibit A

REAL ESTATE LEASE

between

CITY OF LAS VEGAS NEVADA
as Landlord

and

601 FREMONT, LLC
as Tenant

Dated as of _____, 2010

REAL ESTATE LEASE

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LIST OF EXHIBITS/RIDERS

Exhibit /Rider Designation	Description	Lease Section Reference
"A"	Depiction of Premises.....	1.01(p)
"B"	Legal Description of Site.....	1.01(b)
"C"	Estoppel Certificate.....	11.04
"D"	Commencement Memorandum.....	1.01(c)
Rider No. 1 -	Work Letter	1.03
Rider No. 2 -	Option to Purchase Premises	1.03

REAL ESTATE LEASE

THIS REAL ESTATE LEASE (this "Lease") is made as of the ____ day of _____, 2010 (the "Execution Date"), by and between the CITY OF LAS VEGAS NEVADA, a political subdivision of the State of Nevada, ("Landlord") and 601 FREMONT, LLC, a limited liability company in the State of Nevada ("Tenant").

ARTICLE 1
BASIC TERMS

Section 1.01 DEFINITIONS.

For purposes of this Lease, the following terms shall have the following meanings:

Building: That certain Building located on the Site consisting of approximately 48,740 square feet and other improvements located thereon, all of which is commonly known as 601 Fremont Street, Las Vegas, Nevada, 89101.

Commencement Date: The Commencement Date shall be that date that Tenant Completion has occurred. At such time as the Commencement Date shall have been established, Landlord and Tenant shall execute Exhibit D attached hereto and incorporated herein by reference as a confirmation of said date.

Effective Date has the meaning set forth in Section 6.01(b) below.

Execution Date: has the meaning set forth in the first paragraph of this Lease.

First Mortgage: means a ground lease, mortgage or deed of trust which encumbers Landlord's interest in the Premises as a first lien.

First Mortgagee: The mortgagee or beneficiary under a First Mortgage and the landlord under any ground lease.

Laws: All applicable statutes, regulations, requirements, ordinances and orders promulgated by any federal, state, local or regional governmental authority whether prior to or following the Execution Date.

Landlord's Addresses: 400 Stewart Avenue, 2nd Floor Las Vegas, 89101.

Lease Interest Rate: The lesser of (i) two percentage points (2%) over that fluctuating rate of interest announced from time to time by the Bank of America National Trust and Savings Association as its prime or reference commercial lending rate of interest (or in the event such bank is no longer announcing such rate, by such other federally regulated banking institution of comparable stature as Landlord shall determine) or (ii) the maximum interest rate permitted by law.

Lease Term: thirty (30) years beginning on the Commencement Date and continuing for 360 calendar months after the first day of the first full calendar month following the Commencement Date, subject to renewal pursuant to Section 2.01(b) below.

Premises Address: 601 Fremont Street, Las Vegas, Nevada 89101.

Permitted Uses: As defined in Section 5.01 below.

Premises: The Building and the Site.

Person: Any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government, or any city or political subdivision thereof.

Real Property Taxes: Any form of tax, assessment (including, without limitation, all assessments due under: (i) City of Las Vegas Special Improvement District No. 7073 – 1506 and (ii) City of Las Vegas Special Improvement District No. 7075 -1516), license fee, license tax, business license fee, commercial rental tax, levy, charge, penalty, tax or similar imposition, imposed by any authority having the direct power to tax (including any city, county, state or federal government, or any school, agricultural, lighting, drainage, transportation, air pollution, environmental or other improvement or special assessment district) as against any legal or equitable interest of Landlord in the Building and/or the Premises, including, but not limited to, the following:

(i) any tax on a landlord's "right" to rent or "right" to other income from the Premises or against Landlord's business of leasing the Premises;

(ii) any assessment, tax, fee, levy or charge in substitution, partially or totally, of any assessment, tax, fee, levy or charge previously included within the definition of Real Property Taxes (it is the intention of Tenant and Landlord that all such new and increased assessments, taxes, fees, levies and charges be included within the definition of "Real Property Taxes" for the purposes of this Lease);

(iii) any assessment, tax, fee, levy or charge allocable to or measured by the area of the Premises or the rent payable hereunder, including, without limitation, any gross income tax or excise tax levied by the state, county, city or federal government, or any political subdivision thereof, with respect to the receipt of such rent, or upon or with respect to the possession, leasing, operating, management and maintenance, alteration, repair, use or occupancy of the Building, or any portion thereof;

(iv) any assessment, tax, fee, levy or charge upon this transaction creating or transferring an interest or an estate in the Premises;

(v) any assessment, tax, fee, levy or charge based upon the number of people employed, working at, or using the Premises or the Building, or utilizing public or private transportation to commute to the Premises or the Building; and

(vi) reasonable legal and other professional fees, costs and disbursements incurred in connection with proceedings to contest, determine or reduce Real Property Taxes.

Real Property Taxes shall not include federal or state income, franchise, inheritance or estate taxes of Landlord or of any of the parties which comprise Landlord.

Site: That approximately 1.24 acre parcel of real property legally described on Exhibit "B" and depicted on Exhibit "A" attached hereto.

Tenant Completion: The completion by Tenant of both of the following (i) completion by Tenant of all the Work pursuant to and in compliance with the terms and conditions of Rider No. 1. and (ii)

the opening of businesses on the entire ground floor of the Premises in compliance with the terms and conditions of this Lease.

Tenant's Address: 202 Fremont Street, Las Vegas, NV 89101.

Section 1.02 BASE RENT.

The "Base Rent" initially shall be the annual amount of Two Hundred Thirty-Three Thousand Dollars ($233,000.00) and shall be payable in equal monthly installments initially in the amount of Nineteen Thousand Four Hundred Eighteen Dollars ($19,418.00). The Base Rent shall be increased annually commencing with the Base Rent due for the seventy-third (73rd) full calendar month of the Lease Term and on each twelve (12) month anniversary thereafter by an amount equal to one percent (1%) (rounded to the nearest one dollar ($1.00)) of the Base Rent in effect immediately prior to each adjustment month and such adjusted annual Base Rent shall be paid in twelve equal monthly installments (rounded to the nearest one dollar ($1.00)).

Section 1.03 RIDERS.

The following Riders are attached to and made a part of this Lease: Rider No. 1 - Tenant Work Letter; Rider No. 2 - Option to Purchase Premises.

ARTICLE 2
LEASE TERM

Section 2.01 LEASE OF PROPERTY FOR LEASE TERM.

(a) Landlord hereby leases the Premises to Tenant, and Tenant leases the Premises from Landlord, for the Lease Term. The Lease Term is for the period stated in Section 1.01above and shall begin and end on the dates specified in Section 1.01above. The "Commencement Date" shall be the date specified in Section 1.01above for the beginning of the Lease Term.

(b) Provided that Tenant is not in default of this Lease at the time of the exercise of an Option to Renew Lease (as defined below) or at the expiration of the then expiration date of the Lease Term, the Tenant shall have two options to renew and extend this Lease (each referred to as an "Option to Renew Lease") for a term of fifteen (15) years each (each referred to as a "Renewal Term"), upon written notice to the Landlord delivered not less than twelve (12) months before the then expiration date of the Lease Term. Upon the delivery of such notice by Tenant and subject to the conditions set forth in the preceding sentence, this Lease shall be extended without the necessity of the execution of any further instrument or document; provided, however, that each party agrees to execute and deliver such further instruments or documents as the other party may reasonably request to memorialize or acknowledge the exercise of an Option to Renew Lease. Each Renewal Term shall commence upon the then expiration date of the initial term of this Lease, shall expire upon the anniversary of such date fifteen (15) years thereafter, and be upon the same terms, covenants and conditions as provided in this Lease for the initial Lease Term, provided that the Base Rent shall be the then Base Rent as increased pursuant to Section 1.02. Tenant shall only be able to exercise the Option to Renew Lease as to all of the Premises.

(c) Tenant agrees that in the event Tenant Completion, including, without limitation, the opening of businesses on the entire ground floor of the Premises, has not occurred for any reason whatsoever within twenty-four (24) months of the Effective Date, that Tenant shall be in default of this Lease and Landlord shall have the right to exercise all of its rights and remedies under this Lease.

Section 2.02 DELIVERY OF POSSESSION.

Landlord will deliver to Tenant possession of the Premises concurrently with the execution of this Lease by Tenant and Landlord for the limited purpose of conducting the feasibility inspections pursuant to Section 6.01(b) below. At the Effective Date, Landlord shall deliver to Tenant full possession of the Premises.

Section 2.03 HOLDING OVER.

Tenant shall vacate the Premises upon the expiration or earlier termination of this Lease. Tenant shall reimburse Landlord for and indemnify and hold Landlord harmless against all damages, claims, losses, penalties, charges, and expenses (including reasonable attorney's fees) incurred by Landlord resulting from any delay by Tenant in vacating the Premises. If Tenant does not vacate the Premises upon the expiration or earlier termination of this Lease, Tenant's occupancy of the Premises shall be a tenancy at sufferance, subject to all of the terms of this Lease applicable to a tenancy at sufferance, except that the Base Rent then in effect shall be equal to two hundred percent (200%) of the Base Rent in effect immediately prior to the expiration or earlier termination of this Lease. Nothing contained in this Section 2.03 shall be construed as consent by Landlord to any holding over of the Premises by Tenant, and Landlord expressly reserves the right to require Tenant to surrender possession of the Premises to Landlord upon the expiration or earlier termination of this Lease.

ARTICLE 3
BASE RENT

Section 3.01 TIME AND MANNER OF PAYMENT.

Base Rent is due on or before the first (1st) day of each month without offset, deduction or prior demand. The Base Rent for the first month of the Lease Term shall be prorated on the basis of the actual number of days in such month, if such month is a fractional month. If such month is a fractional month, the Base Rent for such fractional month and the Base Rent for the first full calendar month shall be due and payable on the Commencement Date. Thereafter, on the first day of the second full month of the Lease Term and each month thereafter, Tenant shall pay Landlord the Base Rent, in advance, without offset, deduction or prior demand. The Base Rent shall be payable at such of Landlord's Addresses as may be designated by Landlord in writing or at such other place as Landlord may designate in writing. It is understood and agreed by Tenant that Landlord's acceptance of any payment for sums due under this Lease which payment represents less than all sums due and owing from Tenant to Landlord shall, in addition to reserving any and all of Landlord's rights under this Lease, be credited to Tenant's account in the order and manner deemed appropriate solely at the discretion of Landlord.

Section 3.02 BASE RENT ABATEMENT.

Landlord agrees that, at such time as one hundred percent (100%) of the first floor is occupied by businesses that are open for business to the public and in compliance with the terms and conditions of this Lease (including without limitation, that such businesses are Permitted Uses and are in compliance with all applicable Laws), Tenant shall be entitled to a full abatement of Base Rent for that sixty (60) consecutive month period commencing on the first month after (i) Tenant provides Landlord with its certification that Tenant has achieved the threshold requirement of this Section 3.02 and (ii) Landlord approves in writing such certification which approval shall not be unreasonably withheld or delayed. Tenant agrees that only the Base Rent shall abate as provided herein and that Tenant shall be required to pay all other amounts required to be paid under this Lease by Tenant and perform all other obligations to be performed by Tenant under this Lease.

ARTICLE 4
OTHER CHARGES PAYABLE BY TENANT

Section 4.01 ADDITIONAL RENT.

All charges payable by Tenant hereunder other than Base Rent are called "Additional Rent." Unless this Lease provides otherwise, all Additional Rent shall be paid with the next monthly installment of Base Rent and under the same terms and conditions as the Base Rent. The term "Rent" shall mean Base Rent and Additional Rent. Tenant shall pay Landlord all Rent without offset, deduction or prior demand.

Section 4.02 OPERATING COSTS.

(a) The parties acknowledge that this Lease is intended to be a fully triple net lease and that Tenant shall be responsible for all repairs and maintenance required to the Premises and for the provision and payment of all utilities and services at the Premises, including but not limited to, water, sewage, trash removal, waste disposal, janitorial, electricity, telephone, security, and cleaning of the Premises, together with any taxes thereon. The costs of installing or otherwise bringing any meters or utilities to the Premises shall constitute a cost of Work pursuant to Rider No. 1. Tenant shall contract with and pay, directly to the appropriate supplier, the cost of all utilities and services supplied to the Premises. All such contracts and suppliers will be subject to Landlord's prior, reasonable approval.

(b) Tenant shall, on and after the Conceptual Approval (defined in Rider No. 1), pay all Real Property Taxes. Upon receipt of all bills for Real Property Taxes, Landlord shall submit promptly such bills to Tenant for payment. Tenant agrees (i) to pay such bills no later than fifteen (15) days prior to the due date for the payment of such bills and (ii) promptly provide to Landlord with evidence of such payment, including, without limitation, cancelled checks. In the event Tenant fails to pay any Real Estate Taxes when required under this Lease, Landlord shall have the right to pay such Real Estate Taxes and such amount shall be immediately due and payable by Tenant as Additional Rent. All payments of Real Estate Taxes shall be prorated as between Landlord and Tenant for the year in which Tenant's obligation to pay Real Estate Taxes commences terminates or expires. Tenant shall pay to Landlord (i) at Concept Approval for any Real Estate Taxes previously paid by Landlord covering periods after Conceptual Approval and (ii) at or prior to the expiration or earlier termination of this Lease, Tenant shall pay to Landlord for all installments of Real Estate Taxes relating to any period prior to such expiration or termination which are payable by Landlord after the date of such expiration or termination.

Section 4.03 PERSONAL PROPERTY TAXES.

(a) Tenant shall pay all taxes charged against trade fixtures, utility installations, furnishings, equipment or any other personal property belonging to Tenant. Tenant shall use its best efforts to have its personal property taxed separately from the Premises.

(b) If any of Tenant's personal property is taxed with the Premises, Tenant shall pay Landlord the taxes for the personal property within fifteen (15) days after Tenant receives a written statement from Landlord for such personal property taxes.

Section 4.04 INSURANCE.

(a) Tenant shall, at Tenant's sole expense, purchase and maintain at all times during the Lease Term, in a company or companies lawfully authorized to do business in the jurisdiction in which the Premises is located, property insurance in the amount of the 100% of replacement cost of the

Premises. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake (if available at a cost deemed reasonable by Tenant), flood, windstorm.

(b) Tenant shall, at Tenant's sole expense, maintain a policy of Commercial General Liability insurance insuring Tenant and as additional insureds, Landlord and any First Mortgagees, against liability arising out of the ownership, use, occupancy or maintenance of the Premises. Such insurance shall be on an occurrence basis providing single-limit coverage in an amount not less than Two Million Dollars ($2,000,000) per occurrence. The initial amount of such insurance shall be subject to periodic increase upon reasonable demand by Landlord based upon inflation, increased liability awards, recommendation of professional insurance advisers, and other relevant factors but in no event more than twice the current limits provided herein. However, the limits of such insurance shall not limit Tenant's liability nor relieve Tenant of any obligation hereunder. Such policy shall contain the following provision: "Such insurance as afforded by this policy for the benefit of Landlord shall be primary as respects any claims, losses or liabilities arising out of the use of the Premises by the Tenant or by Tenant's operation and any insurance carried by the Landlord shall be excess and noncontributing." The policy shall insure Tenant's performance of the indemnity provisions of Section 5.05.

(c) Tenant shall, from time to time, at Tenant's sole expense, obtain and maintain other types of insurance as Tenant, Landlord or the First Mortgagees of Landlord may reasonably require in form, in amounts and for insurance risks against which a prudent tenant would protect itself.

(d) Insurance required to be maintained by Tenant hereunder shall be in companies holding a Best's Key rating of "A VII" or higher, as set forth in the most current issue of "Best's Insurance Guide," or such comparable ratings as Landlord shall approve, in its sole discretion. Tenant shall promptly deliver to Landlord, on or before the Commencement Date, original certificates evidencing the existence and amounts of such insurance. No such policy shall be cancelable or subject to reduction of coverage except after thirty (30) days prior written notice to Landlord. Tenant shall, within thirty (30) days prior to the expiration, cancellation or reduction of such policies, furnish Landlord with renewals or "binders" thereof. Tenant shall not do or permit to be done anything which shall invalidate the insurance policies required under this Lease.

Section 4.05 RESERVED.

Section 4.06 LATE CHARGES.

Tenant acknowledges that Tenant's failure to pay Base Rent or Additional Rent promptly may cause Landlord to incur unanticipated costs. The exact amount of such costs are impractical or extremely difficult to ascertain. Such costs may include, but are not limited to, processing and accounting charges and late charges which may be imposed on Landlord by any ground lease, mortgage or trust deed encumbering the Premises. Therefore, if Landlord does not receive any Rent payment within ten (10) days after it becomes due, Tenant shall pay Landlord a late charge equal to ten percent (10%) of the overdue amount. The parties agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of such late payment. In the event that a late charge is payable hereunder, whether or not collected, for three (3) consecutive installments of Rent, the Rent shall automatically become due and payable quarterly in advance, rather than monthly, notwithstanding Section 3.01 above.

Section 4.07 INTEREST ON PAST DUE OBLIGATIONS.

Any amount owed by Tenant to Landlord which is not paid when due shall bear interest at the Lease

Interest Rate. The payment of interest on such amounts shall not excuse or cure any default by Tenant under this Lease.

Section 4.08 RETURN OF CHECK.

If Base Rent or Additional Rent is paid by check and the check is returned to Landlord for any reason whatsoever without payment, Tenant shall be assessed a late charge and interest on past due amount pursuant to Sections 4.06 and 4.07 as well as a One Hundred Dollar ($100) fee. If payment is returned for insufficient funds, Landlord has the right to demand that such payment be in the form of a cashiers or certified check. If Tenant has two (2) or more insufficient funds payments in a twelve (12) month period, Tenant shall, at Landlord's option, make all subsequent payments in the form of a cashiers or certified check.

Section 4.09 SECURITY DEPOSIT; INCREASES.

(a) Tenant shall deposit with Landlord the following cash security deposits (the "Security Deposit"):

(i) The two installments of One Hundred Sixteen Thousand Five Hundred Dollars ($116,500.00) each required to be deposited by Tenant pursuant to Rider No. 1 in connection with the design and construction to work to the Premises to be completed by Tenant and to be held by Landlord pursuant to the terms of Rider No.1.

(ii) The sum of Two Hundred Thirty-Three Thousand Dollars ($233,000.00)) concurrently with Tenant's first payment of Base Rent.

(b) In no event may Tenant apply the Security Deposit to pay any Rent due under this Lease. Landlord may apply all or part of the Security Deposit to any unpaid Rent or other charges due from Tenant or to cure any other defaults of Tenant. If Landlord uses any part of the Security Deposit, Tenant shall restore the Security Deposit to its full amount within ten (10) days after Landlord's written request. Tenant's failure to do so shall be a material default under this Lease. If Tenant is in default under this Lease more than two (2) times in any twelve (12) month period, irrespective of whether or not such default is cured, without limiting Landlord's other rights and remedies provided for in the Lease or at law or in equity, the Security Deposit shall automatically be increased by an amount equal to six (6) months of the then current Base Rent, which shall be paid to Landlord forthwith on demand. The increase in the Security Deposit shall be paid to Landlord forthwith on demand. Tenant's failure to do so shall be a material default under this Lease. No interest shall be paid on the Security Deposit. Landlord shall not be required to keep the Security Deposit separate from its other accounts and no trust relationship is created with respect to the Security Deposit. Each time the Base Rent is increased, Tenant shall if requested by Landlord, on or before the date that the first increased Base Rent payment is due, deposit additional funds with Landlord sufficient to increase the Security Deposit to an amount which bears the same relationship to the adjusted Base Rent as the Initial Security Deposit bore to the initial Base Rent. Notwithstanding anything in the Lease to the contrary, no purchaser of Landlord's interest in the Building or holder of any mortgage, deed of trust, ground lease or other lien on the Building shall be liable for the return of any Security Deposit unless and until such Security Deposit is actually transferred by Landlord to such party.

Section 4.10 TERMINATION; ADVANCE PAYMENTS.

Upon expiration of this Lease or other termination of this Lease not resulting from Tenant's default, and after Tenant has vacated the Premises in the manner required by this Lease, an equitable adjustment shall be made concerning advance rent and other advance payments made by Tenant to Landlord, and Landlord shall refund any unused portion of the Security Deposit to Tenant, or, at Landlord's option, to Tenant's assignee or sublessee.

ARTICLE 5
USE OF PROPERTY

Section 5.01 PERMITTED USES.

Landlord and Tenant acknowledge that Tenant will be operating the Premises as a master landlord and subletting portions of the Premises for the operation of businesses by subtenants approved pursuant to Article 9 below. Tenant, and its approved subtenants, may use the Premises for the following uses (the "Permitted Uses"): (i) Tenant agrees that the ground floor of the Premises shall only be used for retail, nightclub, restaurant and other similar retail or entertainment uses as approved by Landlord which approval shall not be unreasonably withheld or delayed and (ii) the balance of the Premises may be used for any other use which is a lawful use pursuant to applicable Law. In no event shall the ground floor be used for general office, medical or any uses which are not retail and entertainment in nature. Notwithstanding the foregoing the Premises shall not be used for any of the following uses:

(i) any establishment which offers entertainment or service by nude or partially dressed male or female persons, including, without limitation, any establishment required to be licensed pursuant to Chapter 6.06B of the Municipal Code of the City of Las Vegas or any successor provision thereto, except that this provision shall not preclude the following which are permitted (a) tanning, massage, or other services offered by fully clothed, trained personnel as part of a legitimate fitness, health, or tanning facility or a day spa operation that also offers beauty, body care, skin care, or similar services and (b) partially dressed male or female employees of a bar or nightclub otherwise permitted under this Lease;

(ii) "adult entertainment uses," which shall include, without limitation, for the purposes of this Lease, any theater or other establishment which shows, previews, or prominently displays, advertises, or conspicuously promotes for sale or rental: (a) movies, films, videos, magazines, books, or other medium (whether now or hereafter developed) that are rated "X" by the movie production industry (or any successor rating established by the movie production industry) or are otherwise of a pornographic or obscene nature (but not including the following which are permitted (i) the sale or rental of movies, films or (b) sexually explicit games, toys, devices, or similar merchandise or (c) live entertainment by nude or partially male or female persons, including, without limitation, so-called "topless clubs";

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

(iv) any establishment that provides medical treatment, services or care of any sort or at which medical procedures of any sort are performed.

In addition, Tenant agrees that it shall not operate, or permit to be operated, any establishment which is a nightclub, entertainment club or venue, or any similar operation which serves alcohol in any form and permits minors to enter or otherwise be present notwithstanding that it may be legal for minors to be present. Tenant agrees that it shall be a violation of this Lease to permit any operation on the Premises which is a nightclub, entertainment club or venue or any similar operation which serves alcohol in any form and permits minors to enter or otherwise be present. This prohibition will include any restaurant or supper club that converts its operations to a nightclub, entertainment club or venue or any similar operation after the cessation of food service during the period that such restaurant or supper club is operated as a nightclub, entertainment club or venue or similar operation.

Section 5.02 MANNER OF USE

Tenant shall not cause or permit the Premises to be used in any way (i) which constitutes (or would

constitute) a violation of any Laws, occupancy certificate, the requirements of any board of fire underwriters or similar body, as any of the same now or in the future may exist, or (ii) which annoys or interferes with the rights of Persons operating or residing areas within the vicinity of the Premises, or (iii) which constitutes a nuisance or waste. Tenant, at its sole cost and expense, shall comply with all Laws now in force or which may hereafter be in force regulating the use, occupancy or alterations by Tenant of the Premises. Landlord makes no representation or warranty as to the suitability of the Premises for Tenant's intended use or whether such use complies with all such Laws. Tenant agrees that (i) any action or activities of Tenant's subtenants which constitute a violation and/or default of the terms of this lease shall constitute a violation and/or default on the part of Tenant and (ii) Tenant is responsible for requiring its subtenants to comply in all respects with the terms and conditions of this Lease, including, without limitation, Sections 2.03, 5.01, 5.02, 5.03, and 5.04.

Section 5.03 HAZARDOUS SUBSTANCES.

(a) Reportable Uses Require Consent.

The term "Hazardous Substance" as used in this Lease shall mean any product, substance, chemical, material or waste whose presence, nature, quantity and/or intensity of existence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment, or the Premises; (ii) regulated or monitored by any governmental authority; or (iii) a basis for potential liability of Landlord to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substance shall include, but not be limited to, hydrocarbons, petroleum, gasoline, crude oil or any products or by-products thereof. Tenant, and its subtenants, shall not engage in any activity in or about the Premises which constitutes a Reportable Use (as hereinafter defined) of Hazardous Substances without the express prior written consent of Landlord and compliance in a timely manner (at Tenant's sole cost and expense) with all Applicable Requirements (as defined in Section 5.03(d)). "Reportable Use" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and (iii) the presence in, on or about the Premises of a Hazardous Substance with respect to which any Applicable Requirements require that a notice be given to persons entering or occupying the Premises or neighboring properties. In addition, Landlord may (but without any obligation to do so) condition its consent to any Reportable Use of any Hazardous Substance by Tenant, or Tenant's subtenants, upon Tenant's giving Landlord such additional assurances as Landlord, in its reasonable discretion, deems necessary to protect itself, the public, the Premises and the environment against damage, contamination or injury and/or liability therefor, including but not limited to the installation (and, at Landlord's option, removal on or before Lease expiration or earlier termination) of reasonably necessary protective modifications to the Premises (such as concrete encasements) and/or the deposit of an additional Security Deposit.

(b) Duty to Inform Landlord.

Tenant shall obtain Landlord's written consent, which consent shall be granted or withheld in Landlord's sole discretion, to the manufacturing, processing, distribution, using, producing, treating, storing (above or below ground level), disposing of, or allowing to be present, of any other Hazardous Substance in or about the Premises except for those previously approved in writing by Landlord. In connection with each such consent requested by Tenant, Tenant shall submit to Landlord a description, including the composition, quantity and all other information requested by Landlord concerning the proposed presence of any Hazardous Substance. Landlord's consent to the presence of any Hazardous Substance may be deemed given only by inclusion of a description of the composition and quantity of the proposed Hazardous Substance on Landlord's written consent to the request. Landlord's consent to the presence of any Hazardous Substance at any time during the Lease Term or renewal thereof shall not waive the requirement of obtaining Landlord's

consent to the subsequent presence of any other, or increased quantities of, any Hazardous Substance in or about the Premises. If Tenant knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises or the Building, other than as previously consented to by Landlord, Tenant shall immediately give Landlord written notice thereof, together with a copy of any statement, report, notice, registration, application, permit, business plan, license, claim, action, or proceeding given to, or received from, any governmental authority or private party concerning the presence, spill, release, discharge of, or exposure to, such Hazardous Substance including but not limited to all such documents as may be involved in any Reportable Use involving the Premises. Tenant shall not cause or permit any Hazardous Substance to be spilled or released in, on, under or about the Premises (including, without limitation, through the plumbing or sanitary sewer system). If any Hazardous Substance is present in or about the Premises, Landlord shall have the right upon reasonable notice to Tenant to engage a consultant to inspect the Premises and to review Tenant's use of Hazardous Substances and all of Tenant's practices with respect to such Hazardous Substances. Tenant shall cooperate in all respects with such inspections and reviews. All costs of such consultants shall be reimbursed to Landlord within fifteen (15) days of written demand by Landlord.

(c) Indemnification.

Tenant shall indemnify, protect, defend and hold Landlord, its agents, employees, lenders and ground lessor, if any, and the Premises, harmless from and against any and all damages, liabilities, judgments, costs, claims, liens, expenses, penalties, loss of permits and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Tenant, Tenant's subtenants or by anyone under Tenant's or Tenant's subtenants' control. Tenant's obligations under this Section 5.03 (c) shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Tenant or Tenant's subtenants, and the cost of investigation (including consultants' and attorneys' fees and testing), removal, remediation, restoration and/or abatement thereof, or of any contamination therein involved, and shall survive the expiration or earlier termination of this Lease. No termination, cancellation or release agreement entered into by Landlord and Tenant shall release Tenant from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Landlord in writing at the time of such agreement. Tenant's indemnity obligations provided in this Section 5.03(c) shall include, without in any way limiting the foregoing:

(i) All costs, expenses and attorneys' fees incurred or sustained by any party in making any investigation on account of any claim, demand, loss, liability, cost, charge, suit, order, judgment or adjudication, in prosecuting or defending any action brought in connection therewith, in obtaining or seeking to obtain a release therefrom and in enforcing any of the agreements herein contained;

(ii) Liability for clean-up costs, fines, damages or penalties incurred pursuant to the provisions of any Applicable Requirements;

(iii) Liability for costs and expenses of abatement, correction or clean-up, fines, damages, response costs or penalties which arise from the provisions of any Applicable Requirements; and

(iv) Liability for personal injury or Premises damage arising under any statutory or common-law tort theory, including, without limitation, damages assessed for the maintenance of a public or private nuisance, or for the carrying on of an abnormally dangerous activity, and response costs.

Tenant's indemnity obligations shall survive any expiration or earlier termination of this Lease.

(d) Tenant's Compliance with Requirements.

Tenant shall, at Tenant's sole cost and expense, fully, diligently and in a timely manner, comply, and cause its subtenants to comply, with all "Applicable Requirements," which term is used in this Lease to mean all laws, rules, regulations, ordinances, directives, covenants, easements and restrictions of record, permits, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Landlord's engineers and/or consultants, relating in any manner to the Premises (including but not limited to matters pertaining to (i) industrial hygiene, (ii) environmental conditions on, in, under or about the Premises, including soil and groundwater conditions, and (iii) the use, generation, manufacture, production, installation, maintenance, removal, transportation, storage, spill, or release of any Hazardous Substance), now in effect or which may hereafter come into effect. Tenant shall, within five (5) days after receipt of Landlord's written request, provide Landlord with copies of all documents and information, including but not limited to permits, registrations, manifests, applications, reports and certificates, evidencing Tenant's or its subtenants' compliance with any Applicable Requirements specified by Landlord, and shall immediately upon receipt, notify Landlord in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving failure by Tenant, its subtenants or the Premises to comply with any Applicable Requirements. Tenant shall provide Landlord annually on each anniversary date of the Commencement Date a written certification, also signed by the manager of operations of Tenant at the Premises, certifying that:

(i) Tenant's and Tenant's subtenants businesses have been conducted in full compliance with the Applicable Requirements;

(ii) All Hazardous Substances (if any) related to Tenant's and Tenant's subtenants businesses have been disclosed to Landlord or in said certificate; and

(iii) The method and frequency of off-site disposal of Hazardous Substances from the Premises, as described in the certificate, comply with the Applicable Requirements.

(e) Inspection; Compliance with Law.

Landlord, Landlord's agents, employees, contractors and designated representatives, and any First Mortgagees, shall have the right to enter the Premises, including any portions that have been subleased, at any time in the case of an emergency, and otherwise at reasonable times, for the purpose of inspecting the condition of the Premises and for verifying compliance by Tenant and is subtenants with this Lease and all Applicable Requirements, and Landlord shall be entitled to employ experts and/or consultants in connection therewith to advise Landlord with respect to Tenant's and such subtenant's activities, including but not limited to Tenant's installation, operation, use, monitoring, maintenance, or removal of any Hazardous Substance on or from the Premises. The costs and expenses of any such inspections shall be paid by the party requesting same, unless a default of this Lease by Tenant or a violation of Applicable Requirements or a contamination, caused or contributed to by Tenant, is found to exist or to be imminent, or unless the inspection is requested or ordered by a governmental authority as the result of any such existing or imminent violation or contamination. In such case, Tenant shall upon request immediately reimburse Landlord or Landlord's First Mortgagee, as the case may be, for the costs and expenses of such inspections.

Section 5.04 SIGNS AND AUCTIONS.

Tenant shall not place any signs on the Premises which are visible from the exterior of the Premises without Landlord's prior written consent which consent will not be unreasonably withheld. Tenant shall not conduct or permit any auctions or sheriff's sales at the Premises.

Section 5.05 INDEMNITY.

Tenant shall indemnify and hold harmless Landlord and all agents, servants and employees of Landlord from and against all claims, losses, damages, expenses (including reasonable attorneys' fees), penalties and charges arising from or in connection with (i) Tenant's use of the Premises during the Lease Term, including without limitation, any use of the Premises by Tenant's subtenants, or (ii) the conduct of Tenant's and/or its subtenants' businesses, or (iii) any activity, work or things done, permitted or suffered by Tenant or Tenant's subtenants in or about the Premises during the Lease Term. Tenant shall further indemnify and hold harmless Landlord from and against any and all claims, loss, damage, expense (including reasonable attorneys' fees), penalty or charge arising from any default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any negligence of Tenant, or any of Tenant's subtenant's, agents, contractors, or employees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. If any action or proceeding be brought against Landlord by reason of any such claim, the Landlord may require Tenant, upon notice from Landlord, to defend the same at Tenant's expense by legal counsel reasonably satisfactory to Landlord. Tenant, as a material part of its consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in or upon the Premises arising from any cause and Tenant hereby waives all claims in respect thereof against Landlord. Tenant's indemnity is not intended to nor shall it relieve any insurance carrier of its obligations under policies required to be carried by Tenant pursuant to the provisions of this Lease. Tenant's obligations under this Section 5.05 shall survive the expiration or termination of this Lease.

Section 5.06 LANDLORD'S ACCESS.

Landlord or its agents, employees or contractors may enter the Premises (including any portions of the Premises that have been subleased to subtenants) after twenty-four (24) hours prior written notice to Tenant (except, in the case of emergency no such notice will be required) to examine the Premises, to show the Premises to potential buyers, investors, or other parties or for any other purpose Landlord reasonably deems necessary. In exercising the rights reserved in this Section, Landlord shall use reasonable efforts to minimize disruption of Tenant's and it subtenants' businesses.

Section 5.07 OPERATION OF THE PREMISES.

(a) Tenant acknowledges and agrees that Landlord has entered into this Lease in consideration of Tenant's agreement and representations that (i) Tenant will be actively subleasing portions of the Premises to Persons for the operation of businesses in the Premises which are Permitted Uses, (ii) Tenant at all times shall use its best commercially reasonable efforts to sublease portions of the Premises to Persons for the operation of Permitted Uses and (iii) Tenant shall at all times operate, manage and maintain the Premises in a first-class condition and manner. Tenant shall provide to Landlord quarterly written reports as to the leasing status of the Premises and the ongoing efforts of Tenant to sublease the Premises to third party Persons for the operation of Permitted Uses. All such reports shall be in form and content as required by Landlord containing all information requested by Landlord.

(b) Tenant agrees that it fully assumes the risk of operating the Premises and subleasing portions thereof to third Persons and that Landlord assumes no risk in connection therewith. Tenant further agrees that its obligations under this Lease, including, without limitation, the obligation to pay Rent are independent of and not in any way or manner contingent upon the success of Tenant's plan to sublease portions of the Premises to third Persons.

ARTICLE 6
CONDITION OF PROPERTY; MAINTENANCE, REPAIRS AND ALTERATIONS

Section 6.01 EXISTING CONDITIONS.

(a) Tenant acknowledges and agrees that the Premises is to be leased to and accepted by Tenant in an "as is" condition with, if any, all faults and defects. Landlord makes no representations or warranties of any kind whatsoever, either expressed or implied, with respect to the Premises or any of such related matters; in particular, but without limitation, Landlord makes no representations or warranties with respect to the use, condition, title, occupation or management of the Premised, compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to leasing, zoning, subdividing, planning, building, fire, safety, health or environmental matters, compliance with covenants, conditions and restrictions (whether or not of record), other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations or requirements affecting or relating to the Premises. Tenant acknowledges that notwithstanding any prior or contemporaneous oral or written representations, statements, documents or understandings, this Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and the lease of the Premises and supersedes any such prior or contemporaneous oral or written representations, statements, documents or understandings.

(b) Landlord and Tenant agree that Tenant shall have sixty (60) days from the Execution Date (the "Feasibility Period") to perform due diligence investigations and inspections as to the condition of the Building, including environmental condition and an asbestos survey, upon the following terms and conditions:

(i) Tenant and Tenant's representatives, agents and designees will have the right at reasonable times during the Feasibility Period, and upon at least three (3) business days' prior written notice to Landlord, to enter upon the Building for the purpose of performing such tests and investigations as Tenant deems necessary or appropriate within its sole discretion. With respect to such testing and investigation, Tenant agrees that:

(A) All tests and investigations will be at Tenant's sole cost and expense;

(B) The persons or entities performing such tests and investigations will be properly licensed (if applicable), duly qualified, and will have obtained all appropriate licenses and permits therefor, if required;

(C) Landlord will have the right to approve (which will not be unreasonably withheld, conditioned or delayed) any proposed invasive testing or drilling;

(D) Tenant will advise Landlord in advance of the dates of all tests and investigations and will schedule all tests and investigations during normal business hours whenever feasible;

(E) Landlord will have the right to have a representative of Landlord accompany Tenant and Tenant's representatives, agents or designees in the Building in the course of any inspections, but such Landlord's representative will not impede or delay Tenant's investigations unless such investigations violate this Lease;

(F) Tenant will indemnify, defend and hold Landlord harmless for, from and against any and all claims, damages, costs, liabilities and losses (including mechanic's liens) arising out

of any entry upon the Building by Tenant or its agents, designees or representatives, unless caused by the gross negligence or willful misconduct of Landlord; and

(G) If Tenant causes damage to the Building in connection with the Tenant's inspections thereof, the Tenant will restore the Building to the same condition as it existed immediately prior to the occurrence of such damage, at Tenant's sole cost and expense.

(H) Tenant agrees to obtain and furnish to Landlord prior to the entry onto the Building, a Certificate of Insurance showing that there is in effect a policy of a minimum of $2,000,000.00 combined single limit bodily injury and broad form property damage coverage, including broad form contractual liability, with respect to the Building. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis. Coverage limits may be met by utilizing a combination of primary and excess/umbrella policies written in blanket form. Each of the parties comprising the Landlord shall be named as an additional insured party and such notation shall appear on the Certificate of Insurance furnished by the Tenant's insurance company. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer. The adequacy of the insurance supplied by the Tenant, including the rating and financial health of each insurance company providing coverage, is subject to the approval of Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Landlord requires insurance carriers to maintain a Best's Key rating of "A VII" or higher. The Certificate of Insurance shall indicate that neither the insurance company nor Tenant can cancel the insurance without at least ten (10) days' prior written notice to Landlord. The Parties agree that the specified coverage or limits of insurance in no way limit the liability of the Tenant. Tenant will not do or permit to be done anything in or upon any portion of the Building or bring or keep anything thereon which will in any way conflict with the conditions of any insurance policy required hereunder. All deductibles or self-insured retention shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed $25,000.00 without the prior written approval of Landlord in their sole discretion.

Tenant may, in its sole discretion, by written notice to Landlord, terminate this Agreement if the Tenant is dissatisfied with any of the matters disclosed as part of its due diligence relating to the Building. In the event Tenant elects to approve feasibility, the Tenant shall deliver a written notice (the "Tenant Feasibility Notice") of such election to Landlord on or before the expiration of the Feasibility Period. The date of delivery of the Tenant Feasibility Notice is referred to herein as the "Effective Date" If Tenant does not deliver the Tenant Feasibility Notice to Landlord on or before the expiration of the Feasibility Period, Tenant shall be conclusively deemed to have elected to terminate this Lease. In the event of any such termination, no Party shall have any liability or obligation to the other, provided, however, that Tenant's indemnity obligations pursuant to Section 5.05 and Section 6.02(b)(F) and Tenant's obligation pursuant to Section 6.02(b)(G) shall survive any such termination of this Lease.

Section 6.02 EXEMPTION OF LANDLORD FROM LIABILITY.

Except for matters occurring after the Effective Date which arise from Landlord's negligence or willful misconduct (and provided that this introductory clause shall not in anyway limit Tenant's agreements under Section 6.01 above), Landlord, its governing council, officers, managers, directors, shareholders, members, agents, servants and employees shall not be liable for and Tenant shall indemnify and hold Landlord and its officers, managers, directors, shareholders, members, agents, servants and employees harmless from and against all claims, losses, damages, expenses, penalties and charges arising from or in connection with any damage or injury to the person, business (or any loss of income therefrom), goods, wares, merchandise or other property of Tenant, Tenant's subtenants, employees, invitees, customers, or any other person in or about the Premises, or any other person claiming under Tenant whether such damage or

injury is caused by or results from: (a) fire, steam, electricity, water, gas or rain; (b) the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or any other cause; (c) the failure, delay or diminution in the quality or quantity of any utilities or services supplied to the Premises or the Building, (d) inconvenience or annoyance arising from the necessity of repairing any portion of the Building or the Premises; (e) the interruption for any reason in the use of the Premises; (f) the termination of this Lease by reason of the destruction of the Premises; or (g) any conditions arising in or about the Premises, or from other sources or places, nor shall any of the same be construed as an eviction of Tenant, nor, unless otherwise permitted under this Lease, work an abatement of Rent, nor relieve Tenant from any obligation under this Lease. Except for matters occurring after the Effective Date which arise from Landlord's negligence or willful misconduct (and provided that this introductory clause shall not in anyway limit Tenant's agreements under Section 6.01 above) and without limiting the foregoing, Landlord, its governing council, officers, managers, directors, shareholders, members, agents, servants and employees shall not be liable for and Tenant shall indemnify and hold Landlord and its officers, managers, directors, shareholders, members, agents, servants and employees harmless from and against all claims, losses, damages, expenses, penalties and charges arising from or in connection with the following: (i) any defect or shortcoming in or failure of plumbing, heating or air conditioning or ventilation systems, elevators, electric wiring or installation thereof, water pipes, stairs, railings or walks; (ii) any equipment or appurtenances becoming out of repair; (iii) the bursting, leaking or running of any tubing, radiant panel, fire sprinkler system, electric fixture, valve, fitting, tank, washstand, water closet, waste pipe, drain or other pipe or tank or any other water and/or moisture related release and/or condition and all consequences and/or conditions relating from same, upon or about the Premises or the Building; (iv) the backing up of any sewer pipe or downspout; (v) the escape of steam, hot or cold water; (vi) water, snow or ice being upon or coming through the roof of the Building or any other place upon or near the Premises; (vii) the failing of any fixture, brick, plaster or stucco; (viii) broken glass; (ix) any act or omission of cotenants or other occupants of the Building; (x) the exercise of any rights by Landlord under this Lease; or (xi) any act or omission of parties other than Landlord, its employees, agents, officers, directors, managers, shareholders, members and servants nor shall any of the forgoing be construed as an eviction of Tenant, nor, unless otherwise permitted under this Lease, work an abatement of Rent, nor relieve Tenant from any obligation under this Lease. Except for matters occurring after the Effective Date which arise from Landlord's negligence or willful misconduct (and provided that this introductory clause shall not in anyway limit Tenant's agreements under Section 6.01 above), Landlord shall not be liable for any such damage or injury even though the cause of or the means of repairing such damage or injury are not accessible to Tenant. Tenant shall have no rights whatsoever to offset or deduct against any Rent or any other sums due Landlord under the Lease for any reason whatsoever, including Landlord's default, nor shall Tenant have any rights at any time to cure any defaults of the Landlord under this Lease.

Section 6.03 LANDLORD'S OBLIGATIONS.

Landlord shall have no obligations whatsoever to repair or maintain in any way the Premises, or any portion thereof, including, without limitation, all components of the electrical, mechanical, plumbing, heating, air conditioning and ventilation systems which serve the Premises; the foundations, exterior structural walls and structural roof of the Building; windows, doors, plate glass or the interior surfaces of exterior walls; and any of the Site. Tenant expressly waives the benefit of any law, including case law, statute, rule or regulation in effect now or in the future which might give Tenant the right to make repairs at Landlord's expense or to terminate this Lease due to Landlord's failure to keep the Premises in good order, condition and repair. Tenant shall have no rights whatsoever to offset or deduct any amounts whatsoever against any Rent or any other sums due Landlord under this Lease for any reason whatsoever.

Section 6.04 TENANT'S OBLIGATIONS.

(a) Tenant shall, at Tenant's sole cost and expense, keep and maintain the Premises, including any portions sublet to subtenants, and all equipment, fixtures, additions and improvements thereof in good order and condition and shall make all ordinary and necessary repairs, renewals, and replacements with respect to the Project, including, without limitation, all components of the electrical, mechanical, plumbing, heating, air conditioning and ventilation systems which serve the Premises; the foundations, exterior structural walls and structural roof of the Building; windows, doors, plate glass or the interior surfaces of exterior walls; parking areas and landscaping. If any portion of the Premises or any system or equipment in the Premises which Tenant is obligated to repair cannot be fully repaired, Tenant shall promptly replace such portion of or system or equipment in the Premises, regardless of whether the benefit of such replacement extends beyond the Lease Term.

(b) If Tenant fails to maintain or repair the Premises as required by this Section 6.04, Landlord may, upon ten (10) days prior notice to Tenant (except that no notice shall be required in the case of an emergency), enter the Premises, including any subleased portions, and perform such maintenance or repair on behalf of Tenant. In such case, Tenant shall pay to Landlord immediately upon demand, as Additional Rent, for all costs incurred in performing such maintenance or repair, including twenty percent (20%) of such costs for Landlord's supervision.

Section 6.05 ALTERATIONS, ADDITIONS, AND IMPROVEMENTS.

(a) Except for (i) improvements proposed to be constructed in connection with a sublease pursuant to Section 9.02, Tenant shall not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld, including, without limitation, any alterations, additions, or improvements to the exterior of the Premises or the Building or any alterations which affect the structural components of the Premises . Tenant shall deliver to Landlord, for Landlord's approval prior to any construction, a complete set of plans and specifications for the proposed alterations, additions or improvements, copies of contracts with general contractors, evidence of contractor's insurance and bonds, and all necessary permits for such construction. Landlord may require Tenant to provide demolition and/or lien and completion bonds in form and amount satisfactory to Landlord. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this Section 6.05(a) upon Landlord's written request. All alterations, additions, and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable Laws, and by a contractor approved by Landlord. Landlord's approval of the plans, specifications and working drawings for Tenant's alterations shall create no responsibility or liability on the part of Landlord for their completeness, design, sufficiency, or compliance with all laws, rules and regulations of governmental agencies or authorities. Upon completion of any such work, Tenant shall provide Landlord with "as built" plans, CADD drawings, copies of all construction contracts, and proof of payment for all labor and materials.

(b) Tenant shall pay when due all claims for labor and material furnished to the Premises. Tenant shall give Landlord at least ten (10) days prior written notice of the commencement of any work on the Premises. Landlord may elect from time to time to record and post notices of non-responsibility on the Premises. Tenant will not permit to be created or to remain undischarged any lien, encumbrance or other charge (arising out of any work done or materials or supplies furnished by any contractor, subcontractor, mechanic, laborer or materialman or any mortgage, conditional sale, security agreement or chattel mortgage, or otherwise by or for Tenant) which might be or become a lien or encumbrance or other charge (collectively a "Charge") against or upon the Premises, the Building or any part thereof. If any claim or lien or notice of claim or lien on account of an alleged debt of Tenant or any notice of contract or Charge by a person engaged by Tenant or Tenant's contractor to work on the Premises shall be filed against or upon

the Premises, the Building or any part thereof, Tenant shall within fifteen (15) days after demand from Landlord commence actions to cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise, provided, that in all events that such shall be completed prior to the time that any such claim or lien can be enforced and/or foreclosed as reasonably determined by Landlord. If Tenant shall fail to cause such claim or lien or notice of claim or lien or other Charge to be discharged within the period aforesaid, then, in addition to any other right or remedy it may have, Landlord may, but shall not be obligated to, discharge the same by payment, deposit or by bonding proceedings, and in any such event Landlord shall be entitled, if Landlord so elects, to compel the prosecution of an action for the foreclosure of the same by the claimant and to pay the amount of any judgment in favor of the claimant with interest, costs and allowances. Any amount so paid by Landlord and all interest, costs and expenses, including reasonable attorneys' fees, incurred by Landlord in connection therewith shall constitute additional rent payable by Tenant under the Lease and shall be paid by Tenant to Landlord on demand. No work which Landlord permits Tenant to do shall be deemed to be for the immediate use and benefit of Landlord and no mechanics' or other claim, lien or other Charge shall be allowed against the estate, rights, title or interests of Landlord by reason of any consent given by Landlord to Tenant to do work in or about the Premises or provide materials therefor. Prior to commencement of any work or the delivery of any material to the Premises by any contractor, subcontractor or materialman (herein collectively called "Contractor"), Tenant shall deliver to the Landlord a signed and acknowledged waiver (or release) of liens from each such Contractor in a form approved by Landlord, and, to the extent permitted by law, Tenant shall at Tenant's expense cause a duly executed and notarized counterpart of any such waiver or release to be recorded in the Office of the Clark County Recorder.

Section 6.06 CONDITION UPON TERMINATION.

Upon the termination of this Lease, Tenant shall surrender the Premises to Landlord, broom clean and in the same condition as received except for (i) alterations approved by Landlord, including any Work performed pursuant to Rider-1 and (ii) ordinary wear and tear which Tenant was not otherwise obligated to remedy under any provision of this Lease. In addition, Landlord may require Tenant to remove any alterations, additions or improvements, including without limitation, any telecom and data cabling, or similar installations, (whether or not made with Landlord's consent) by written notice to Tenant within thirty (30) days after the termination of this Lease and to restore the Premises to its prior condition, all at Tenant's expense. All alterations, additions and improvements which Landlord has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the termination of the Lease, except that Tenant may remove any of Tenant's machinery or equipment which can be removed without material damage to the Premises. Tenant shall repair, at Tenant's expense, any damage to the Premises caused by the removal of any such machinery or equipment. In no event, however, shall Tenant remove any of the following materials or equipment without Landlord's prior written consent: any power wiring or power panels; lighting or lighting fixtures; wall coverings; drapes, blinds or other window coverings; carpets or other floor coverings; heaters, air conditioners or any other heating or air conditioning equipment; fencing or security gates; or other similar building operating equipment and decorations.

ARTICLE 7
DAMAGE OR DESTRUCTION

Section 7.01 PROPERTY DAMAGE.

If the Premises or any part thereof shall be damaged by fire or other peril, Tenant shall give prompt written notice thereof to Landlord. In case the Building shall be so damaged that substantial alteration, repair or reconstruction of any portion of the Building shall, in Tenant's sole opinion, be required (whether or not

the Premises shall have been damaged by such peril), Tenant may, at its option, terminate this Lease by notifying Tenant in writing of such termination within ninety (90) days after the date of such casualty. If Tenant does not thus elect to terminate this Lease, Landlord shall, as Landlord's sole obligation, commence and proceed with reasonable diligence to restore the Building shell to substantially the same condition in which it was immediately prior to the occurrence of the peril to the extent of the insurance proceeds available to Landlord. When the Building shell has been restored by Landlord, Landlord or Tenant, at Landlord's option, shall complete the restoration of the Premises, including the reconstruction of all improvements in order to complete the Premises and restore the Premises to the same condition and build-out as prior to the casualty, including all improvements constructed pursuant to Rider No. 1. However, in no event shall Landlord's costs to complete the restoration exceed the insurance proceeds. If Tenant is responsible for such restoration of the Premises, any plans and specifications for such restoration and reconstruction and the contractor retained by Tenant for such restoration and reconstruction shall be subject to the approval of Landlord. Any shortfall between the amount of insurance proceeds and the actual costs of such reconstruction shall be deposited by Tenant with Landlord prior to the commencement of such reconstruction and, if additional costs occur, immediately upon Landlord's demand therefor. All insurance proceeds payable pursuant to policies maintained by Tenant pursuant to Section 4.04 shall be paid to Landlord to be applied by Landlord and/or Tenant to such reconstruction. Landlord shall not be liable for any inconvenience or annoyance to Tenant or injury to the business of Tenant resulting in any way from such damage or the repair thereof, except as set forth in Section 7.02 below. In the event this Lease is terminated by Tenant pursuant to this Section 7.01, all insurance proceeds shall first be paid to Landlord to reimburse Landlord in full for the cost to restore the Building shell and any remaining insurance proceeds shall be paid to Tenant. Notwithstanding anything in the Lease to the contrary, Tenant's rights to any insurance proceeds as described in this Section 7.01 shall be subject and subordinate to the rights of a First Mortgagee.

Section 7.02 REDUCTION OF RENT.

If the Premises is destroyed or damaged and Landlord or Tenant repairs or restores the Premises pursuant to the provisions of this Article Seven, any Base Rent payable during the period commencing as of the date of the casualty and continuing for the period of time, as determined by Landlord, required for Tenant and Landlord to complete the repairs described in this Article Seven, due to such damage, repair and/or restoration shall be reduced according to the degree, if any, to which Tenant's use of the Premises is impaired as of the date of the casualty as determined by Landlord. If any casualty is the result of the fault or negligence of Tenant or any of Tenant's subtenant's, agents, employees or invitees, the Base Rent hereunder shall not be diminished during the repair of such damage. Except for such possible reduction in Base Rent, Tenant shall not be entitled to any abatement, compensation, reduction, or reimbursement from Landlord as a result of any damage, destruction, repair, or restoration of or to the Premises. In the event this Lease is terminated pursuant to this Article Seven, such termination shall be effective as of the date of the casualty.

Section 7.03 WAIVER.

Tenant waives the protection of any statute, code or judicial decision which grants a tenant the right to terminate a lease in the event of the substantial destruction of the leased property. Tenant agrees that the provisions of this Article Seven above shall govern the rights and obligations of Landlord and Tenant in the event of any casualty to the Premises.

ARTICLE 8
CONDEMNATION

Section 8.01 CONDEMNATION.

If the whole or substantially the whole of the Building or the Premises shall be taken for any public or quasi-public use, by right of eminent domain or otherwise or shall be sold in lieu of condemnation, then this Lease shall terminate as of the date when physical possession of the Building or the Premises is taken by the condemning authority. If less than the whole or substantially the whole of the Building or the Premises is thus taken or sold, Landlord (whether or not the Premises are affected thereby) may terminate this Lease by giving written notice thereof to Tenant; in which event this Lease shall terminate as of the date when physical possession of such portion of the Building or Premises is taken by the condemning authority. If the Lease is not so terminated upon any such taking or sale, the Rent payable hereunder shall be diminished by an equitable amount, and Landlord shall, to the extent Landlord deems feasible, restore the Building and the Premises to substantially their former condition, but such work shall not exceed the scope of the work done by Landlord in originally constructing the Building and installing improvements in the Premises, nor shall Landlord in any event be required to spend for such work an amount in excess of the amount received by Landlord as compensation for such taking. All amounts awarded upon a taking of any part or all of the Building or the Premises shall first be paid to Landlord to compensate Landlord in full for any loss suffered by Landlord and the balance, if any, shall be paid to Tenant

ARTICLE 9
ASSIGNMENT AND SUBLETTING

Section 9.01 LANDLORD'S CONSENT REQUIRED.

Except for subleases pursuant to Section 9.02 below, no portion of the Premises or of Tenant's interest in this Lease may be acquired by any other person or entity, whether by assignment, mortgage, sublease, license, transfer, operation of law, or act of Tenant, without Landlord's prior written consent. Any attempted transfer without consent shall be void and shall constitute a non-curable breach of this Lease. If Tenant is a corporation, partnership, limited liability company, (i) any cumulative transfer of more than fifty percent (50%) of the capital stock, partnership interests or membership interests or (ii) any transaction which results in a change of control of Tenant so that both Terry Caudill and Carlos Adely are no longer the controlling owners and managers of Tenant shall require Landlord's consent. Landlord agrees that its consent under this Section 9.01 shall not be unreasonably withheld or delayed provided, however, (i) that any such consent shall require the approval of the City Council of Landlord and shall therefore be subject to the applicable time and procedures for application to the City Council and (ii) Tenant agrees to provide all information reasonably requested by Landlord in determining to grant or withhold its consent under this Section 9.01.

Section 9.02 PERMITTED SUBLEASES.

(a) Landlord agrees that Tenant shall have the right to sublease portions of the Premises from time to time to third Persons for the conduct of Permitted Uses by such third Persons. All such subleases shall:

(i) be pursuant to written subleases in a form previously approved by Landlord;

(ii) provide that such sublease is subordinate in all respects to this Lease;

(iii) be for a term that in no event that extends beyond the Lease Term, including any options to renew or extend;

(iv) provide that in the event the Lease Term terminates for any reason whatsoever prior to the termination of the sublease, that at Landlord's option, Landlord may either terminate such sublease or assume such sublease;

(v) provide the subtenant's acknowledgement that it is taking the subleased portion of the Premises pursuant to the Permitted Use requirements of this Lease;

(vi) provide the subtenant's acknowledgment of the exculpation of Landlord for any liability or obligations whatsoever pursuant to such Sublease; and

(vii) provide such other terms and conditions as reasonably required by Landlord or a First Mortgagee.

All such subleases shall require the consent of Landlord which consent shall not be unreasonably withheld or delayed. Tenant's request for consent to a sublease shall be accompanied by a written statement setting forth the details of the proposed subtenant, including the name, business and financial condition of the proposed subtenant, the proposed financial terms of the sublease, the proposed use by the subtenant, any improvements to be constructed in connection with such sublease, a copy of the proposed sublease and any other information Landlord deems relevant. Landlord agrees to respond in writing within thirty (30) days as to whether Landlord will grant or withhold its consent (and provide the reasons for withholding its consent if it so elects). Any improvements to be constructed pursuant to a sublease shall comply with the requirements of Section 6.05 above. Tenant shall provide Landlord with copies of all subleases and any amendments or modifications to a sublease no later than ten (10) days after the execution of a sublease or amendments and modifications to an existing sublease.

Section 9.03 NO RELEASE OF TENANT.

No transfer consented to by Landlord, including, without limitation, any approved sublease, shall release Tenant or change Tenant's primary liability to pay the rent and to perform all other obligations of Tenant under this Lease. Upon the occurrence of any default under this Lease, Landlord may proceed directly against Tenant without the necessity of exhausting any remedies against any subtenant or assignee. Upon termination of this Lease, any permitted subtenant shall, at Landlord's option, attorn to Landlord and shall pay all Rent directly to Landlord. Landlord's acceptance of Rent from any other person shall not constitute a waiver of any provision of this Article Nine. Consent to one transfer shall not constitute a consent to any subsequent transfer. Landlord may consent to subsequent assignments or modifications of this Lease by Tenant's transferee, without notifying Tenant or obtaining its consent. Such action shall not relieve Tenant of its liability under this Lease.

Section 9.04 NO MERGER.

No merger shall result from Tenant's sublease of the Premises under this Article Nine, Tenant's surrender of this Lease or the termination of this Lease in any other manner. In any such event, Landlord may terminate any or all subtenancies or succeed to the interest of Tenant as sublandlord thereunder.

ARTICLE 10
DEFAULTS; REMEDIES

Section 10.01 COVENANTS AND CONDITIONS.

Tenant's performance of each of Tenant's obligations under this Lease is a condition as well as a covenant. Tenant's right to continue in possession of the Premises is conditioned upon such performance. Time is of the essence in the performance of all covenants and conditions.

Section 10.02 DEFAULTS.

Landlord and Tenant agree that Tenant shall be in material default under this Lease:

(a) If Tenant abandons, vacates or fails to operate the Premises for ninety (90) consecutive days;

(b) If Tenant fails to pay Rent or any other charge required to be paid by Tenant, as and when due;

(c) If Tenant fails to perform any of Tenant's nonmonetary obligations under this Lease for a period of ten (10) days after written notice from Landlord; provided that if more than ten (10) days are required to complete such performance, Tenant shall not be in default if Tenant commences such performance within such ten (10) day period and thereafter diligently pursues its completion, provided, however, that in all events performance is completed within no longer than ninety (90) days;

(d) (i) If Tenant makes a general assignment or general arrangement for the benefit of creditors; (ii) if a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by or against Tenant and is not dismissed within thirty (30) days; (iii) if a trustee or receiver is appointed to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease and possession is not restored to Tenant within thirty (30) days; or (iv) if substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease is subjected to attachment, execution or other judicial seizure which is not discharged within thirty (30) days. If a court of competent jurisdiction determines that any of the acts described in this Section (d) is not a default under this Lease, and a trustee is appointed to take possession (or if Tenant remains a debtor in possession) and such trustee or Tenant transfers Tenant's interest hereunder, then Landlord shall receive, as Additional Rent, the difference between the rent (or any other consideration) paid in connection with such assignment or sublease and the rent payable by Tenant hereunder; or

(e) Any material representation or warranty made by Tenant or by a subtenant or assignee in connection with this Lease shall have been false or misleading as of the date such representation or warranty was made.

Section 10.03 REMEDIES.

On the occurrence of any default by Tenant other than a default pursuant to Section 2.01(c) above, Landlord may, at any time thereafter, with or without notice or demand, as its sole remedy:

(a) Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord, or, if permitted by applicable Law, Landlord shall have the right to effect a lock out of Tenant from the Premises, in which event Tenant hereby releases Landlord from any and all damages including but not

limited to damages related to interruption of Tenant's business. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including without limitation (i) the full amount of any unpaid Base Rent, Additional Rent and other charges which had been earned at the time of the termination;; and (ii), any costs or expenses incurred by Landlord in recovering possession of the Premises and Landlord's reasonable attorneys' fees incurred in connection therewith, and any real estate commission paid or payable; and

(b) Retain the Security Deposit which shall be forfeited in full. Landlord and Tenant agree that such forfeiture is a fair and reasonable estimate of the costs and losses to Landlord as a result of the termination of the Lease. In the event of such forfeiture, Landlord agrees that Landlord shall not be entitled to seek any damages for unpaid Rent which would have accrued after the date of such termination.

(c) Tenant and Landlord agree that notwithstanding anything to the contrary contained in this Lease, in the event Tenant is in breach of its covenant under Section 2.01(c) above, Landlord's sole remedy will be to terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord and retain the $233,000 portion of the Security Deposit deposited with Landlord pursuant to Rider No. 1 which shall be forfeited in full. Landlord and Tenant agree that such forfeiture is a fair and reasonable estimate of the costs Landlord will incur by reason of Tenant's failure to achieve Tenant Completion as required by Section 2.01(c). In the event of such forfeiture, Landlord agrees that Landlord shall not be entitled to seek any damages for unpaid Rent which would have accrued after the date of such termination.

(d) In addition Landlord shall have the right (at Landlord's sole discretion) to perform any obligations hereunder required to be performed by Tenant for which Tenant is in default, including, without limitation, the payment of any sums that Tenant is obligated to pay hereunder and the performance of maintenance and repair that Tenant is obligated to perform hereunder. Landlord shall have the right upon ten (10) days prior notice to Tenant (except that no notice shall be required in the case of an emergency), enter the Premises and perform such maintenance or repair on behalf of Tenant. Tenant agrees to reimburse Landlord immediately upon demand for any costs and expenses incurred by Landlord in connection with the performance by Landlord of Tenant's obligations under this Lease including twenty percent (20%) of such costs for Landlord's supervision of any maintenance and repair.

Section 10.04 CUMULATIVE REMEDIES.

Landlord's exercise of any right or remedy shall not prevent it from exercising any other right or remedy.

ARTICLE 11
PROTECTION OF LENDERS

Section 11.01 SUBORDINATION.

Landlord shall have the right to subordinate this Lease to a First Mortgage, any advances made on the security thereof and any renewals, modifications, consolidations, replacements or extensions thereof, whenever made or recorded. However, Tenant's right to quiet possession of the Premises during the Lease Term and Tenant's Option to Purchase the Premises pursuant to rider No. 2 shall not be disturbed or compromised if Tenant pays the rent and performs all of Tenant's obligations under this Lease and is not otherwise in default. If any First Mortgagee elects to have this Lease prior to the lien of its first Mortgage and gives written notice thereof to Tenant, this Lease shall be deemed prior to First Mortgage whether this Lease is dated prior or subsequent to the date of said First Mortgage or the date of recording thereof. If in

connection with obtaining construction, interim or permanent financing for the Building, the lender shall request modifications to this Lease as a condition to such financing, Tenant will not withhold or delay its consent thereto, provided that such modifications do not increase the obligations of Tenant hereunder and do not otherwise materially adversely affect Tenant's rights hereunder. In the event that Tenant should fail to execute any instrument described in this Article Eleven promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Notwithstanding anything in the Lease to the contrary, the prior written consent of the First Mortgagee shall be required as a condition precedent to the subordination of the Lease to any junior/secondary mortgage or deed of trust. If requested by Tenant, Landlord shall use commercially reasonable efforts to obtain a subordination, non-disturbance and attornment agreement from a First Mortgagee in such form as approved by such First Mortgagee. If a monetary fee is a precondition of any First Mortgagee for the review of any changes to or to obtain any First Mortgagee approved subordination, non-disturbance and attornment agreement, Tenant shall pay this fee to Landlord prior to such First Mortgagee undertaking the review of the said document and in no event later than fifteen (15) days after the request by the Tenant for such subordination, non-disturbance and attornment agreement, such fees are payable to Landlord regardless of whether such changes are approved by the First Mortgagee. If the required fees are not paid in full by the Tenant, Landlord has no obligation to proceed to obtain the subordination, non-disturbance and attornment agreement.

Section 11.02 ATTORNMENT.

If Landlord's interest in the Premises is acquired by any First Mortgagee at a foreclosure sale, Tenant shall attorn to the transferee of or successor to Landlord's interest in the Premises and recognize such transferee or successor as Landlord under this Lease. Tenant waives the protection of any statute or rule of law which gives or purports to give Tenant any right to terminate this Lease or surrender possession of the Premises upon the transfer of Landlord's interest.

Section 11.03 SIGNING OF DOCUMENTS.

Tenant shall sign and deliver any instruments or documents necessary or appropriate to evidence any such attornment or subordination or agreement to do so. Such subordination and attornment documents may contain such provisions as are customarily required by any First Mortgagee. If Tenant fails to do so within ten (10) days after written request, Tenant hereby makes, constitutes and irrevocably appoints Landlord, or any transferee or successor of Landlord, the attorney-in-fact of Tenant to execute and deliver any such instrument or document.

Section 11.04 ESTOPPEL CERTIFICATES.

(a) Upon Landlord's written request, Tenant shall execute, acknowledge and deliver to Landlord a written statement substantially in the form attached hereto as Exhibit "C" certifying: (i) that none of the terms or provisions of this Lease have been changed (or if they have been changed, stating how they have been changed); (ii) that this Lease has not been canceled or terminated; (iii) the last date of payment of the Base Rent and other charges and the time period covered by such payment; (iv) that Landlord is not in default under this Lease (or, if Landlord is claimed to be in default, stating why); (v) that Tenant has occupied the Premises; and (vi) such other matters as may be reasonably required by Landlord or a First Mortgagee. Tenant shall deliver such statement to Landlord within ten (10) days after Landlord's request. Any such statement by Tenant may be given by Landlord to any prospective purchaser or encumbrancer of the Premises. Such purchaser or encumbrancer may rely conclusively upon such statement as true and correct.

(b) If Tenant does not deliver such statement to Landlord within such ten (10) day

period, Landlord, and any prospective purchaser or encumbrancer, may conclusively presume and rely upon the following facts: (i) that the terms and provisions of this Lease have not been changed except as otherwise represented by Landlord; (ii) that this Lease has not been canceled or terminated except as otherwise represented by Landlord; (iii) that not more than one month's Base Rent or other charges have been paid in advance; and (iv) that Landlord is not in default under the Lease. In such event, Tenant shall be estopped from denying the truth of such facts. The failure of Tenant to provide such written statement shall constitute a material default under this Lease.

Section 11.05 TENANT'S FINANCIAL CONDITION.

Within ten (10) days after written request from Landlord, Tenant shall deliver to Landlord such financial statements as are required by Landlord to verify the net worth of Tenant, or any assignee, subtenant, or guarantor of Tenant. In addition, Tenant shall deliver to any lender designated by Landlord any financial statements required by such lender to facilitate the financing or refinancing of the Premises. Tenant represents and warrants to Landlord that each such financial statement is a true and accurate statement as of the date of such statement. All financial statements shall be confidential and shall be used only for the purposes set forth herein.

ARTICLE 12
LEGAL COSTS

Section 12.01 LEGAL PROCEEDINGS.

Tenant shall reimburse Landlord, upon demand, for any costs or expenses incurred by Landlord in connection with any breach or default of Tenant under this Lease, whether or not suit is commenced or judgment entered. Such costs shall include legal fees and costs incurred for the negotiation of a settlement, enforcement of rights or otherwise. Furthermore, if any action for breach of or to enforce the provisions of this Lease is commenced, the court in such action shall award to the party in whose favor a judgment is entered, a reasonable sum as attorneys' fees and costs. Such attorneys' fees and costs shall be paid by the losing party in such action and Tenant shall also indemnify Landlord against and hold Landlord harmless from all costs, expenses, demands and liability incurred by Landlord if Landlord becomes or is made a party to any claim or action (a) instituted by Tenant, or by any third party against Tenant, or by or against any person holding any interest under or using the Premises by license of or agreement with Tenant; (b) for foreclosure of any lien for labor or material furnished to or for Tenant or such other person; (c) otherwise arising out of or resulting from any act or transaction of Tenant or such other person; or (d) necessary to protect Landlord's interest under this Lease in a bankruptcy proceeding, or other proceeding under Title 11 of the United States Code, as amended. Tenant shall defend Landlord against any such claim or action at Tenant's expense with counsel reasonably acceptable to Landlord or, at Landlord's election, Tenant shall reimburse Landlord for any legal fees or costs incurred by Landlord in any such claim or action.

ARTICLE 13
MISCELLANEOUS PROVISIONS

Section 13.01 NON-DISCRIMINATION.

Tenant promises, and it is a condition to the continuance of this Lease, that there will be no discrimination against, or segregation of, any person or group of persons on the basis of race, color, sex, creed, national origin or ancestry in the leasing, subleasing, transferring, occupancy, tenure or use of the Premises or any portion thereof.

Section 13.02 LANDLORD'S LIABILITY.

As used in this Lease, the term "Landlord" means only the current owner or owners of the fee title to the Premises or the leasehold estate under a ground lease of the Premises at the time in question. Each Landlord is obligated to perform the obligations of Landlord under this Lease only during the time such Landlord owns such interest or title. Any Landlord who transfers its title or interest is relieved of all liability with respect to the obligations of Landlord under this Lease to be performed on or after the date of transfer. However, each Landlord shall deliver to its transferee all funds previously paid by Tenant if such funds have not yet been applied under the terms of this Lease. Notwithstanding anything to the contrary contained in the Lease, Tenant agrees that it shall look solely to the estate and the property of Landlord in the land and Building of which the Premises are a part (subject to the prior rights of any First Mortgagee in the building) for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord or its officers, directors, managers, shareholders, members, employees, contractors, servants and/or agents in the event of any default or breach by Landlord or its officers, directors, managers, shareholders, members, employees, contractors, servants and/or agents with respect to any of the terms, covenants, and conditions of this Lease to be observed or performed by Landlord or any other liability of Landlord or its officers, directors, managers, shareholders, members, employees, contractors, servants and/or agents in connection, directly or indirectly, with this Lease, and no other assets of Landlord or its officers, directors, managers, shareholders, members, employees, contractors, servants and/or agents shall be subject to levy, execution or other procedures for the satisfaction of Tenant's remedies.

Section 13.03 SEVERABILITY.

A determination by a court of competent jurisdiction that any provision of this Lease or any part thereof is illegal or unenforceable shall not cancel or invalidate the remainder of such provision or this Lease, which shall remain in full force and effect.

Section 13.04 INTERPRETATION.

The captions of the Articles and Sections of this Lease are to assist the parties in reading this Lease and are not a part of the terms or provisions of this Lease. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. In any provision relating to the conduct, acts or omissions of Tenant, the term "Tenant" shall include Tenant's agents, employees, contractors, invitees, successors or others using the Premises with Tenant's expressed or implied permission.

Section 13.05 INCORPORATION OF PRIOR AGREEMENTS; MODIFICATIONS.

This Lease is the only agreement between the parties pertaining to the lease of the Premises and no other agreements are effective. All amendments to this Lease shall be in writing and signed by all parties. Any other attempted amendment shall be void.

Section 13.06 NOTICES.

All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid. Notices to Tenant shall be delivered to Tenant's Address specified in Section 1.01above, except that upon Tenant's taking possession of the Premises, the Premises shall be Tenant's address for notice purposes. Notices to Landlord shall be delivered to Landlord's Mailing Address specified in Section 1.01above. Notices deposited in the mail in the manner hereinabove described shall be effective from and after the expiration of three (3) calendar days after it is so deposited. All other notices shall be effective upon delivery or attempted delivery in accordance with

this Section 13.06. Either party may change its notice address upon written notice to the other party.

Section 13.07 WAIVERS.

All waivers must be in writing and signed by the waiving party. Landlord's failure to enforce any provision of this Lease or its acceptance of rent shall not be a waiver and shall not prevent Landlord from enforcing that provision or any other provision of this Lease in the future. No statement on a payment check from Tenant or in a letter accompanying a payment check shall be binding on Landlord, and Landlord may, with or without notice to Tenant, negotiate such check without being bound to the conditions of such statement.

Section 13.08 NO RECORDATION.

Tenant shall not record this Lease without prior written consent from Landlord. However, either Landlord or Tenant may require that a "short form" memorandum of this Lease executed by both parties be recorded; provided that, in such event, Tenant hereby covenants and agrees that, upon the expiration or earlier termination of the Lease Term, Tenant will execute and deliver a quitclaim deed to Landlord in form reasonably satisfactory to Landlord, in favor of Landlord, or Landlord's successor in interest releasing and conveying any and all right, title, or interest of Tenant in the Premises.

Section 13.09 BINDING EFFECT; CHOICE OF LAW.

This Lease binds any party who legally acquires any rights or interest in this Lease from Landlord or Tenant. However, Landlord shall have no obligation to Tenant's successor unless the rights or interests of Tenant's successor are acquired in accordance with the terms of this Lease. This Lease shall be governed by and construed in accordance with the laws of the State of Nevada.

Section 13.10 CORPORATE AUTHORITY; PARTNERSHIP AUTHORITY.

If Tenant is a corporation, each person signing this Lease on behalf of Tenant represents and warrants that he has full authority to do so and that this Lease binds the corporation. Within thirty (30) days after this Lease is signed, Tenant shall deliver to Landlord a certified copy of a resolution of Tenant's Board of Directors authorizing the execution of this Lease or other evidence of such authority reasonably acceptable to Landlord. If Tenant is a partnership or limited liability company, each person signing this Lease for Tenant represents and warrants that he is a general or limited partner of the partnership or member or manager of the limited liability company, that he has full authority to sign for the partnership or limited liability company and that this Lease binds the partnership or limited liability company and, in the case of a partnership, all general partners or limited partners of the partnership, and in the case of any limited liability company, all members of the limited liability company. Tenant shall give written notice to Landlord of any general partner's or member's withdrawal or addition. Within thirty (30) days after this Lease is signed, Tenant shall deliver to Landlord a copy of Tenant's recorded statement of partnership, certificate of limited partnership or articles of organization. In the event Tenant is other than an individual, concurrently with Tenant's execution of this Lease, Tenant shall provide to Landlord a certificate of good standing or its equivalent that confirms that Tenant is duly qualified to do business in the state in which the Premises is located.

Section 13.11 JOINT AND SEVERAL LIABILITY.

All parties signing this Lease as Tenant shall be jointly and severally liable for all obligations of Tenant.

Section 13.12 FORCE MAJEURE.

Except as otherwise expressly provided in this Lease to the contrary, each party shall be excused from its duty to perform any covenant or obligation under this Lease, except an obligation to pay any sums of money, in the event but only so long as the performance of any such covenant or obligation is prevented, delayed, retarded or hindered by any of the following: shortages of labor or materials, act of God, fire, earthquake, floods, explosion, action of the elements, war, invasion, terrorism, insurrection, riot, mob violence, sabotage, strikes, lockouts, action of labor unions, condemnation, government moratorium, requisition, or orders of military or naval authorities (other than the lack or inability to procure funds to fulfill its covenants and obligations provided in this Lease).

Section 13.13 EXECUTION OF LEASE.

This Lease may be executed in counterparts, and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument. The delivery of this Lease by Landlord to Tenant shall not be deemed to be an offer and shall not be binding upon either party until executed and delivered by both parties.

Section 13.14 BROKERS AND LEASING AGENTS.

Landlord represents and warrants to Tenant, and Tenant represents and warrants to Landlord, that no broker, leasing agent or finder has been engaged by it in connection with any of the transactions contemplated by this Lease, or to its knowledge is in any way connected with any of such transactions. In the event of any claims for brokers' or finders' fees or commissions in connection with the negotiation, execution or consummation of this Lease, Tenant shall indemnify, save harmless and defend Landlord from and against such claims if they shall be based upon any statement or representation or agreement made by Tenant, and Landlord shall indemnify, save harmless and defend Tenant if such claims shall be based upon any statement, representation or agreement made by Landlord.

Section 13.15 DISCLOSURE OF PRINCIPALS.

Tenant represents and warrants that it has, in accordance with the current policy of Landlord, disclosed the ownership and principals of Tenant, and that it has a continuing obligation to update this disclosure whenever (i) there is a material change in the information and (ii) within thirty (30 days of a written demand by Landlord for an updated disclosure.

Section 13.16 WAIVER OF JURY TRIAL.

To the extent such waiver is permitted by law, the parties hereto waive trial by jury in any action or proceeding brought in connection with this Lease.

IN WITNESS WHEREOF, Landlord and Tenant have signed this Lease in the State of Nevada as of the Execution Date and have initialed or executed all Riders which are attached to or incorporated by reference in this Lease.

LANDLORD:

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

By: _____
Name: _____
Title: _____

ATTEST:

_____
_____, Title

APPROVED AS TO FORM:

_____
Date

03-30-10

TENANT:

601 FREMONT, LLC, a limited liability company in the State of Nevada.

By: _____
Name: Terry L. Caudill
Title: _____

601 FREMONT, LLC, a limited liability company in the State of Nevada.

By: _____
Name: Carlos Adley
Title: _____

EXHIBIT "A"
TO THE LEASE AGREEMENT

DEPICTION OF THE PREMISES



EXHIBIT "B"
TO THE LEASE AGREEMENT

LEGAL DESCRIPTION OF THE SITE

APN #139-34-611-018

Lots One (1) through Five (5) inclusive and Lots Thirteen (13) through Twenty-two (22) inclusive in Block Six (6) of HAWKINS ADDITION TO THE CITY OF LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, Page 40, in the County Recorder of Clark County, Nevada.

TOGETHER, with those portions of vacated alley as disclosed by that certain "Order of Vacation" recorded in Book 48 of Official Records, as Document No. 038243.

Commonly known as 601 Fremont Street, Las Vegas, Nevada.

EXHIBIT "C"
TO THE LEASE AGREEMENT

ESTOPPEL CERTIFICATE

STATEMENT OF TENANT IN RE: LEASE

Date: _____

To: 601 FREMONT, LLC
202 Fremont St
Las Vegas, NV 89101

Re: 601 Fremont Street, Las Vegas, NV 89101

Gentlemen:

It is our understanding that you have committed to place a mortgage upon the subject premises and as a condition precedent thereof have required this certification of the undersigned.

The undersigned, as Lessee, under that certain lease dated _____, made with the City of Las Vegas, Nevada, a political subdivision of the State of Nevada, as Lessor, hereby ratifies the said lease and certifies that:

1. the undersigned has entered into occupancy of the premises described in said lease on _____; and

2. the undersigned is presently open and conducting business with the public in the premises; and

3. the operation and use of the premises do not involve the generation, treatment, storage, disposal or release of a hazardous substance or a solid waste into the environment and that the premises are being operated in accordance with all Applicable Requirements, zoning ordinances and building codes; and

4. the minimum rental in the annual amount of $ _____ was payable from the date of occupancy; and

5. that said lease is in full force and effect and has not been assigned, modified, supplemented or amended in any way except by_____, and neither party thereto is in default thereunder; and

6. that the same represents the entire agreement between the parties as to this leasing; and

7. that the term of said lease expires on _____; and

8. that all conditions under said lease to be performed by the Lessor have been satisfied, including, but without limitation, all co-tenancy requirements thereunder; and

9. all required contributions by Lessor to Lessee on account of Lessee's improvements have been received; and

10. on this date there are no existing defenses or offsets which the undersigned has against the enforcement of said lease by the Lessor; and

11. that no rental has been paid in advance and a security in the amount of $_____ <or no security> has been deposited with Lessor; and

12. that Lessee is in financial condition that will enable Lessee to comply with the Lease; and

13. that rental for _____, 20__has been paid.

Any capitalized but undefined terms contained herein shall have the same meaning as set forth in the lease.

Very truly yours,

_____
(Lessee)

By: _____

Its: _____

EXHIBIT "D"
TO THE AGREEMENT

COMMENCEMENT MEMORANDUM

[TENANT]
601 FREMONT, LLC
202 Fremont Street
Las Vegas, NV 89101

Re: 601 Fremont Street, Las Vegas, NV 89101

Dear :

With reference to that certain lease (the "Lease"), dated _____ , 20___, between the City of Las Vegas, Nevada, a political subdivision of the State of Nevada ("Landlord"), and _____, a _____("Tenant"), you are hereby notified of the following. All capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Lease.

1. The Commencement Date of the Lease was _____ , and the Lease will expire at midnight _____ , 20__, if not extended or renewed or terminated earlier pursuant to the Lease.

2. The Premises consist of _____ (___) square feet of Rentable Square Feet.

3. The prorated amount of Base Rent and Additional Rent for Real Estate Taxes for the partial month of _____ is $_____ and $ _____ , respectively.

4. The amount of Base Rent for the first full month is $_____ and $ _____, respectively.

5. Pursuant to Section 2.02 of the Lease, you have the right to renew the term of the Lease for two (2) additional terms of fifteen (15) years each.

LANDLORD:

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

By: _____
Name: _____
Title: _____

ATTEST:

_____
_____, Title

APPROVED AS TO FORM:

_____
Date

TENANT:

601 FREMONT, LLC, a limited liability company in the State of Nevada.

By: _____
Name: Terry L. Caudill
Title: _____

601 FREMONT, LLC, a limited liability company in the State of Nevada.

By: _____
Name: Carlos Adley
Title: _____

RIDER NO. 1 - WORK LETTER

THIS RIDER NO. 1 is attached to and made part of that certain lease dated _____, 2010 between CITY OF LAS VEGAS NEVADA, a political subdivision of the State of Nevada, as Landlord, and 601 FREMONT, LLC, a limited liability company in the State of Nevada, as Tenant (the "Lease"). The terms used in this Rider shall have the same definitions as set forth in the Lease. The provisions of this Rider shall prevail over any inconsistent or conflicting provision of the Lease.

R-1. Design and Construction of Improvements. Tenant shall, at Tenant's sole cost and expense, design and construct certain improvements on or about the Premises (the "Work") in accordance with this Rider No.1.

R-2. Pre-construction Activities.

(a) (i) No later than ninety (90) days from the Effective Date, Tenant shall provide to Landlord an overall plan for the Work (the "Conceptual Plan") which shall include conceptual drawings of exterior elevations, a floor plan for the first floor of the Premises, a schedule of uses for the first floor, a schedule of all other elements of the Work that Tenant proposes to perform to the Premises and a preliminary budget and time schedule for the performance of the Work.

(ii) Landlord shall review and provide comments to the Conceptual Plan within thirty (30) days of its submission to Landlord;

(iii) Tenant shall revise the Conceptual Plan based on Landlord's comments and submit a revised Conceptual Plan incorporating Landlord's comments not later than thirty (30) days after Landlord's submission of such comments;

(iv) No later than thirty days after Tenant's submission of a revised Conceptual Plan, Landlord shall provide an comments, if any, Landlord may have to such revised Conceptual Plan; and

(v) Tenant shall revise the Conceptual Plan based on Landlord's comments and submit a final Conceptual Plan incorporating Landlord's comments not later than thirty (30) days after Landlord's submission of such comments. Landlord shall notify Tenant of Landlord's approval of the final Conceptual Plans no later than thirty (30) days after its submittal and the date of such approval shall be referred to herein as Conceptual Approval.

Landlord's review of the Conceptual Plan submittals shall be for its sole purpose and shall not imply Landlord's review of the same, or obligate Landlord to review the same, for quality, design, Code compliance or other like matters.

(b) No later than thirty (30) days after Conceptual Approval, Tenant shall submit to Landlord for its approval (i) final working CADD drawings and outlined specifications for the Work, (ii) a budget for the construction of the work and (iii) a schedule for the completion of the Work. Landlord shall advise Tenant within five (5) business days after Landlord's receipt of the final working CADD drawings, budget and schedule if the same is unsatisfactory or incomplete in any respect. If Tenant is so advised, Tenant shall immediately revise the final working CADD drawings, budget and schedule in accordance with such review and any disapproval of Landlord in connection therewith. Landlord's review of the final working CADD drawings and outlined specifications shall be for its sole purpose and shall not imply Landlord's review of the same, or obligate Landlord to review the same, for quality, design, Code compliance or other

like matters. Accordingly, notwithstanding that any such drawings or specifications are reviewed by Landlord or its space planner, architect, engineers, and consultants, and notwithstanding any advice or assistance which may be rendered to Tenant by Landlord or Landlord's space planner, architect, engineers, and consultants, Landlord shall have no liability whatsoever in connection therewith and shall not be responsible for any omissions or errors contained in said drawings or specifications, and Tenant's waiver and indemnity set forth in Section 5.05 of the Lease shall specifically apply to said drawings and specifications. Final working CADD drawings and specifications prepared in accordance with this Section R-2 and approved by Landlord and Tenant are hereinafter referred to as the "Final Plans."

(c) No later than 180 days from Conceptual Approval, Tenant shall provide Landlord with evidence that Tenant has secured funding for the construction of the Work and payment of the full Work Cost pursuant to the approved budget. Such evidence shall be subject to the approval of Landlord which shall not be unreasonably withheld. Tenant agrees that in connection with Tenant's financing of the Work that (i) Landlord shall not be required to encumber in anyway its interest in the Premises and (ii) Tenant shall not be permitted to encumber its interest in this Lease.

(d) Tenant agrees to deposit with Landlord (i) the sum of $116,500.00 in immediately available funds no later than five (5) days after Conceptual Approval and (ii) an additional sum of $116,500.00 in immediately available funds no later than ninety (90) days after Conceptual Approval. Such amounts shall be held as part of the Security Deposit pursuant to Section 4.01 above and will secure Tenant's obligation to complete the Work pursuant to this Rider No. 1 and to achieve Tenant Completion. Landlord agrees that at such time as Tenant has achieved Tenant Completion and Tenant is not otherwise in default of this Lease, Landlord shall refund to Tenant that portion of the Security Deposit made by Tenant pursuant to this paragraph (d) within thirty (30) days after the Commencement Date.

(e) Tenant agrees that Tenant's obligation to pay Real Estate Taxes pursuant to Section 4.02(b) in all events shall commence at Conceptual Approval.

R-3. Commencement of Work.

(a) Tenant agrees to commence construction of the Work no later than two hundred seventy (270) days after Conceptual Approval and to have construction of the Work completed pursuant to the construction schedule approved pursuant to R-2(b) above but in no event later than twelve (12) months after commencement of construction.

R-4. Tenant's Selection of Contractors.

(a) A general contractor shall be retained by Tenant to construct the Work. Such general contractor ("Contractor") shall be selected by Tenant from a list of general contractors supplied by Tenant and approved by Landlord in writing which shall not be unreasonably withheld or delayed, and Tenant shall deliver to Landlord notice of its selection of the Contractor upon such selection. All subcontractors, laborers, materialmen, and suppliers used by Tenant (such subcontractors, laborers, materialmen, and suppliers, and the Contractor to be known collectively as "Tenants Agents") must be approved in writing by Landlord, which approval shall not be unreasonably withheld or delayed. If Landlord does not approve any of Tenant's proposed subcontractors, laborers, materialmen, or suppliers, Tenant shall submit other proposed subcontractors, laborers, materialmen, or suppliers for Landlord's written approval. Tenant agrees that the Contractor will be required to post both payment and completion bonds for the Work.

(b) Prior to Tenant's execution of the construction contract and general conditions with Contractor (the "Contract"), Tenant shall submit the Contract to Landlord for its approval, which approval shall not be unreasonably withheld or delayed. Prior to the commencement of the

construction of the Work, and after Tenant has accepted all bids for the Work, Tenant shall provide Landlord with a detailed breakdown, by trade, of the final cost of Work (as defined in Section R-6 below).

R-5. General Conditions. Tenant's and Tenant's Agent's construction of the Work shall comply with the following: (i) the Work shall be constructed in strict accordance with the Final Plans; (ii) Tenant's Agents shall submit schedules of all work to Contractor and Contractor shall, within five (5) business days of receipt thereof, inform Tenant's Agents of any changes which are necessary thereto, and Tenant's Agents shall adhere to such corrected schedule; and (iii) Tenant shall abide by all rules made by Landlord's Representative (as defined below) with respect to any other matter in connection with this Work Letter, including, without limitation, the construction of the Work.

R-6. Cost of Work. As used herein, cost of the Work shall mean all the costs and charges incurred by Landlord or Tenant to design and construct the Work, including, without limitation, (i) the actual contractor costs and charges for material and labor, contractor's profit, overhead and general conditions incurred by Landlord or Tenant in having the Work constructed in accordance with the Final Plans, (ii) Governmental agency plan check, permit and other fees (including, without limitation, Title 24 fees) and sales and use taxes, (iii) testing and inspection costs, (iv) any paint touch-up or repair work necessary due to Tenant's move into the Premises, (v) architectural and engineering fees, (vi) all other costs expended or to be expended by Landlord or Tenant in the construction of the Work and (vii) a Landlord's administration fee of ten percent (10%) of those costs and expenses specified in items (i) through (vi) above, in order to compensate Landlord for Landlord's supervisory and coordination services.

Tenant shall pay when due all claims for labor and material furnished to the Premises. Landlord may elect to record and post notices of non-responsibility on the Premises. Tenant will not permit to be created or to remain undischarged any lien, encumbrance or other charge (arising out of any work done or materials or supplies furnished by any contractor, subcontractor, mechanic, laborer or materialman or any mortgage, conditional sale, security agreement or chattel mortgage, or otherwise by or for Tenant) which might be or become a lien or encumbrance or other charge (collectively a "Charge") against or upon the Premises, the Building or any part thereof. If any claim or lien or notice of claim or lien on account of an alleged debt of Tenant or any notice of contract or Charge by a person engaged by Tenant or Tenant's contractor to work on the Premises shall be filed against or upon the Premises, the Building or any part thereof, Tenant shall within fifteen (15) days after demand from Landlord cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Tenant shall fail to cause such claim or lien or notice of claim or lien or other Charge to be discharged within the period aforesaid, then, in addition to any other right or remedy it may have, Landlord may, but shall not be obligated to, discharge the same by payment, deposit or by bonding proceedings, and in any such event Landlord shall be entitled, if Landlord so elects, to compel the prosecution of an action for the foreclosure of the same by the claimant and to pay the amount of any judgment in favor of the claimant with interest, costs and allowances. Any amount so paid by Landlord and all interest, costs and expenses, including reasonable attorneys' fees, incurred by Landlord in connection therewith shall constitute additional rent payable by Tenant under the Lease and shall be paid by Tenant to Landlord on demand. Prior to commencement of the Work or the delivery of any material to the Premises, Tenant shall deliver to the Landlord a signed and acknowledged waiver (or release) of liens in a form approved by Landlord, and, to the extent permitted by law, Tenant shall at Tenant's expense cause a duly executed and notarized counterpart of any such waiver or release to be recorded in the Office of the Clark County Recorder.

R-7. Reserved.

R-8. Indemnity. Tenant's indemnity of Landlord as set forth in Section 5.05 of the Lease shall also apply with respect to any and all costs, losses, damages, injuries and liabilities related in any way to any act or omission of Tenant or Tenant's Agents, or anyone directly or indirectly employed by any of them,

or in connection with Tenant's non-payment of any amount arising out of the Work and/or Tenant's disapproval of all or any portion of any request for payment. Such indemnity by Tenant, as set forth in Section 5.05 of this Lease, shall also apply with respect to any and all costs, losses, damages, injuries and liabilities related in any way to Landlord's performance of any ministerial acts reasonably necessary (i) to permit Tenant to complete the Work, and (ii) to enable Tenant to obtain any building permit or certificate of occupancy for the Premises.

R-9. Requirements of Tenant's Agents. Each of Tenant's Agents shall guarantee to Tenant and for the benefit of Landlord that the portion of the Work for which it is responsible shall be free from any defects in workmanship and materials for a period of not less than one (1) year from the date of completion thereof. Each of Tenant's Agents shall be responsible for the replacement or repair, without additional charge, of all work done or furnished in accordance with its contract that shall become defective within one (1) year after the later to occur of (i) completion of the Work performed by such contractor or subcontractors and (ii) the Commencement Date. The correction of such work shall include, without additional charge, all additional expenses and damages incurred in connection with such removal or replacement of all or any part of the Work, and/or the Building that may be damaged or disturbed thereby. All such warranties or guarantees as to materials or workmanship of or with respect to the Work shall be contained in the Contract or subcontract and shall be written such that such guarantees or warranties shall inure to the benefit of both Landlord and Tenant, as their respective interests may appear, and can be directly enforced by either. Tenant covenants to give to Landlord any assignment or other assurances which may be necessary to effect such right of direct enforcement.

R-10. Insurance Requirements.

(a) All of Tenant's Agents shall carry worker's compensation insurance covering all of their respective employees, and shall also carry public liability insurance, including property damage, all with limits, in form and with companies as are required to be carried by Tenant as set forth in Section 4.04 of the Lease.

(b) Tenant shall carry "Builder's All Risk" insurance in an amount approved by Landlord covering the construction of the Work, and such other insurance as Landlord may require, it being understood and agreed that the Work shall be insured by Tenant pursuant to Section 4.04 of this Lease immediately upon completion thereof. Such insurance shall be in amounts and shall include such extended coverage endorsements as may be reasonably required by Landlord including, but not limited to, the requirement that all of Tenant's Agents shall carry excess liability and Products and Completed Operation Coverage insurance, each in amounts not less than One Million Dollars ($1,000,000) per incident, Two Million Dollars ($2,000,000) in aggregate, and in form and with companies as are required to be carried by Tenant as set forth in Section 4.04 of this Lease.

(c) Certificates for all insurance carried pursuant to this Section R-10 shall be delivered to Landlord for the commencement of construction of the Work and before the Contractor's equipment is moved onto the site. All such policies of insurance must contain a provision that the company writing said policy will give Landlord thirty (30) days prior written notice of any cancellation or lapse of the effective date or any reduction in the amounts of such insurance. In the event that the Work is damaged by any cause during the course of the construction thereof, Tenant shall immediately repair the same at Tenant's sole cost and expense. Tenant's Agents shall maintain all of the foregoing insurance coverage in force until the Work is fully completed and accepted by Landlord, except for any Products and Completed Operation Coverage insurance required by Landlord, which is to be maintained for one (1) year following completion of the Work and acceptance by Landlord and Tenant. All policies carried under this Section R-10 shall insure Landlord and Tenant, as their interests may appear, as well as Contractor and Tenant's Agents. All insurance, except Workers' Compensation, maintained by Tenant's Agents shall preclude subrogation claims by the

insurer against anyone insured thereunder. Such insurance shall provide that it is primary insurance as respects the Landlord and that any other insurance maintained by Landlord is excess and noncontributing with the insurance required hereunder. The requirements for the foregoing insurance shall not derogate from the provisions for indemnification of Landlord by Tenant under Section R-8 of this Work Letter. Landlord may, in its discretion, require Tenant to obtain a lien and completion bond or some alternate form of security satisfactory to Landlord in an amount sufficient to ensure the lien-free completion of the Work and naming Landlord as a co-obligee.

R-11. Governmental Compliance. The Work shall comply in all respects with the following: (i) all applicable codes and other state, federal, city or quasi-governmental laws, codes, ordinances and regulations, as each may apply according to the rulings of the controlling public official, agent or other person; (ii) applicable standards of the American Insurance Association (formerly, the National Board of Fire Underwriters) and the National Electrical Code; and (iii) building material manufacturer's specifications.

R-12. Inspection by Landlord. Landlord shall have the right to inspect the Work at all times, provided however, that Landlord's failure to inspect the Work shall in no event constitute a waiver of any of Landlord's rights hereunder nor shall Landlord's inspection of the Work constitute Landlord's approval of the same. Should Landlord disapprove any portion of the Work, Landlord shall notify Tenant in writing of such disapproval and shall specify the items disapproved. Any defects or deviations in, and/or disapproval by Landlord of the Work shall be rectified by Tenant at no expense to Landlord, provided however, that in the event Landlord determines that a defect or deviation exists or disapproves of any matter in connection with any portion of the Work and such defect, deviation or matter might adversely affect the mechanical, electrical, plumbing, heating, ventilating, and air conditioning or life-safety systems of the Building, the structure or exterior appearance of the Building, Landlord may take such action as Landlord deems necessary, at Tenant's expense and without incurring any liability on Landlord's part, to correct any such defect, deviation and/or matter, including, without limitation, causing the cessation of performance of the construction of the Work until such time as the defect, deviation and/or matter is corrected to Landlord's satisfaction.

R-13. Copy of Record Set of Plans. Within ten (10) days after completion of construction of the Work, Tenant shall cause a Notice of Completion (or similar filing) to be recorded in the appropriate office and shall furnish a copy thereof to Landlord upon such recordation. If Tenant fails to do so, Landlord may execute and file the same on behalf of Tenant as Tenant's agent for such purpose, at Tenant's sole cost and expense. At the conclusion of construction, (i) Tenant shall cause the architect and Contractor (A) to update the Final Plans as necessary to reflect all changes made to the Final Plans during the course of construction, (B) to certify to the best of their knowledge that the "record-set" of as-built CADD drawings are true and correct, which certification shall survive the expiration or termination of this Lease, and (C) to deliver to Landlord two (2) sets of copies of such record set of drawings, and (ii) Tenant shall deliver to Landlord two (2) copies of the "Closeout Book" consisting of all warranties, guaranties, and operating manuals and information relating to the improvements, equipment, and systems in the Premises.

R-14. Tenant's Representative. Tenant has designated Dennis Hershey as its sole representative with respect to the matters set forth in this Rider, who shall have full authority and responsibility to act on behalf of the Tenant as required in this Rider.

R-15. Landlord's Representative. Landlord has designated Bill Arent, Office of Business Development Director as its sole representative with respect to the matters set forth in this Rider, who, until further notice to Tenant, shall have full authority and responsibility to act on behalf of the Landlord as required in this Rider No. 1.

LANDLORD

CITY OF LAS VEGAS, a political subdivision of the State of Nevada

By: _____
Name: _____
Title: _____

ATTEST:

_____
_____, Title

APPROVED AS TO FORM:

_____ 3-30-10
Date

TENANT

601 FREMONT, LLC, a limited liability company in the State of Nevada.

By: _____
Name: Terry L. Caudill
Title: _____

601 FREMONT, LLC, a limited liability company in the State of Nevada.

By: _____
Name: Carlos Adley
Title: _____

RIDER NO. 2 - OPTION TO PURCHASE

THIS RIDER NO. 2 (the "Agreement") is attached to and made a part of that certain lease dated _____, 2010, between CITY OF LAS VEGAS NEVADA, a political subdivision of the State of Nevada, as Landlord, and 601 FREMONT, LLC, a limited liability company in the State of Nevada, as Tenant (the "Lease"). The provisions of this Agreement shall prevail over any inconsistent or conflicting provision of the Lease. Landlord shall be referred to herein as "Seller" and Tenant as "Purchaser". Purchaser and Seller may be referred to collectively herein as the "*Parties*" or singularly as a "*Party.*"

AGREEMENT

NOW, THEREFORE, based upon the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller agree as follows:

1. General Provisions; Effect.

1.1 Purpose of Agreement. The purpose of this Agreement is to set forth the terms and conditions of the grant by Seller to Purchaser of an option to purchase the Real Property.

1.2 Definitions. Any capitalized terms used in this Agreement which are not defined in this Agreement shall have the same definitions as set forth in the Lease. The following capitalized terms shall have the following definitions:

"*Agreement*" has the meaning set forth in the first paragraph to this Agreement.

"*Cash Balance Due*" has the meaning set forth in Section 4.3.

"*City Council*" means the governing council of the City.

"*Close of Escrow*" means the time when Escrow Agent shall have recorded all of the instruments to be recorded as set forth in Section 5.3.

"*Closing Date*" means the date which is sixty (60) days after Purchaser exercises the Option, or such other date as is agreed to by the Parties.

"*Deed*" means a customary Grant, Bargain & Sale deed executed and acknowledged by the Seller conveying title to the Real Property.

"*Earnest Money Deposit*" has the meaning set forth in Section 4.2.

"*Effective Date*" has the meaning set forth in first paragraph of this Agreement.

"*Environmental Claim*" means any and all administrative, regulatory or judicial actions, suits, demands, demand letters, directives, claims, liens, investigations, proceedings or

written notices of noncompliance, liability or violation by any person or entity (including any governmental or regulatory authority) alleging potential liability (including, without limitation, potential responsibility or liability for enforcement, investigatory costs, cleanup costs, governmental response costs, removal costs, remedial costs, natural resources damages, property damages, personal injuries or penalties) arising out of, based on or resulting from (a) the presence, or release or threatened release into the environment, of any Hazardous Substance; (b) circumstances forming the basis of any violation, or alleged violation, of any Environmental Law; or (c) any and all claims by any third party seeking damages, contribution, indemnification, cost recovery, compensation or injunctive relief resulting from the presence or release of any Hazardous Substance.

"*Environmental Law*" means any federal, state, county, municipal, local or other statute, ordinance or regulation which relates to or deals with the protection of the environment or wildlife and/or human health and safety, including all regulations promulgated by a regulatory body pursuant to any such statute, ordinance, or regulation, including, the Comprehensive Environmental Response and Liability Act of 1980, as amended, 42 U.S.C. § 9601 *et seq.*, Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901, *et seq.*, the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*, the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*, and NRS Chapter 459.

"*Escrow*" has the meaning set forth in Section 5.1.

"*Escrow Agent*" has the meaning set forth in Section 5.1.

"*Hazardous Substance*" shall mean and refer to asbestos, urea formaldehyde, polychlorinated biphenyls, nuclear fuel or materials, radioactive materials, explosives, known carcinogens, petroleum products and by products (including crude oil or any fraction thereof) and any pollutant, contaminant, chemical, material or substance defined as hazardous or as a pollutant or a contaminant in, or the use, manufacture, generation, storage, treatment, transportation, release or disposal of which is regulated by, any Environmental Law.

"*Information Return*" has the meaning set forth in Section 8.4(g).

"*Non-foreign Transferor Declaration*" shall mean a customary form of non-foreign transfer declaration executed by the Seller.

"*Option*" shall have the meaning set forth in Section 2.1.

"*Option Commencement Date*" shall have the meaning set forth in Section 2.1 below.

"*Option Exercise Notice*" shall have the meaning set forth in Section 2.2.

"*Option Period*" shall have the meaning set forth in Section 2.1.

"*Party*" and "*Parties*" have the meanings set forth in the first paragraph to this Agreement.

"*Permitted Exceptions*" shall have the meaning set forth in Section 6.1.

"*Person*" means any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust, unincorporated organization or government, or any city or political subdivision thereof.

"*Purchase Price*" has the meaning set forth in Section 4.1.

"*Purchaser*" has the meaning set forth in the first paragraph to this Agreement, and its permitted nominee, assignee or successor in interest as permitted in this Agreement.

"*Real Property*" means that certain real property commonly known as the as depicted on Exhibit "A-1" and legally described on Exhibit "A-2", both of which are attached hereto.

"*Recorder's Office*" means the Office of the Recorder of Clark County, Nevada.

"*Seller*" has the meaning set forth in the first paragraph to this Agreement.

"*Title Policy*" has the meaning set forth in Section 6.2.

2.1 Grant of Option.

(a) Seller hereby grants Purchaser an ongoing option to purchase the Real Property upon the terms and conditions set forth in this Agreement (the "*Option*"). The Option shall be for a period (the "*Option Period*") commencing on the Commencement Date of the Lease and automatically expiring on the last day of eighty-four (84) full calendar months after the Commencement Date. The Parties shall confirm in writing the commencement date of the Option Period (the "*Option Commencement Date*") within thirty (30) days following the occurrence of the Option Commencement Date. Tenant agrees that the Option shall automatically terminate and be null and void if prior to the expiration of the Option Period the Lease terminates for any reason whatsoever.

2.2 Exercise of Option.

(a) Purchaser shall have the right to exercise the Option at anytime during the Option Period by written notice to Purchaser. In the event Purchaser does not provide the Option Notice during the Option Period, the Option shall automatically expire and thereafter Purchaser shall have no right to purchase the Real Property under this Agreement. Tenant agrees that it shall have no right to exercise the Option prior to the commencement of the Option Term.

(b) Notwithstanding anything to the contrary contained herein, Purchaser agrees that Purchaser's right to exercise the Option is contingent upon Purchaser not being in default at the time of any attempt to exercise the Option (i) of payment of any Rent whatsoever due from Purchaser to Seller under the Lease or (ii) any other obligations of Purchaser under the Lease which are in Seller's reasonable judgment of a material nature. Any attempt by Purchaser to exercise the Option at a time when Purchaser is in such default under the Lease shall be null and void and of no force and effect.

3. Purchase and Sale of Real Property. Upon the rightful exercise of the Option by Purchaser, Seller agrees to sell, and Purchaser agrees to purchase, the Real Property upon the terms and conditions set forth herein.

4. Purchase Price and Payment.

4.1 Purchase Price. The Purchase Price for the Real Property (the "*Purchase Price*") is Four Million Six Hundred Sixty Thousand Dollars ($4,660,000.00).

4.2 Earnest Money Deposit.

(a) Within three (3) business days after the delivery of the Option Exercise Notice, Purchaser shall deposit the sum of Four Hundred Sixty-Six Thousand Dollars ($466,000.00) as an earnest money deposit (said deposit along with all interest earnings thereon pursuant to Section 4.4 is referred to herein as the "*Deposit*") with Escrow Agent, which Deposit shall be applied to the Purchase Price at Close of Escrow. The Deposit shall be in the form of a cashier's check or other immediately available funds made payable to Escrow Agent.

4.3 Cash at Close of Escrow. On or before one (1) business day prior to Close of Escrow, Purchaser shall deposit with the Escrow Agent an amount equal to the Purchase Price in the form of a cashier's check or other immediately available funds payable to the order of Escrow Agent an amount equal to the Purchase Price (less the Deposit) plus such other funds required to be deposited by Purchaser under this Agreement (the "*Cash Balance Due*").

4.4 Investment of Deposit. Purchaser shall have the right to instruct Escrow Agent to invest the Deposit in U.S. Treasury Bills or Notes or such other prudent investments as approved by Seller in writing. In the absence of such written instructions, Escrow Agent shall invest the Deposit in one or more interest bearing trust accounts with local, federally insured banking institutions. The Deposit shall include any and all earnings on the Deposit, provided that any such earnings shall be deemed earned by Purchaser for income tax purposes.

5. Escrow.

5.1 Escrow Instructions. The purchase and sale of the Real Property shall be consummated through an escrow (the "*Escrow*") to be established with an escrow company selected by Seller ("*Escrow Agent*"). The Escrow shall be opened within three (3) business days following delivery by Purchaser of the Option Notice. Following the delivery of the Option Notice, Purchaser and Seller shall deliver to Escrow Agent a fully executed copy of this Agreement which shall constitute Escrow Agent's instructions. Seller and Purchaser agree to execute and deliver to Escrow Agent such additional and supplemental instructions as Escrow Agent may require in order to clarify Escrow Agent's duties under this Agreement; provided, however, that in the event of any conflict or inconsistency between this Agreement and any instructions delivered to Escrow Agent, the terms of this Agreement shall govern the duties of Escrow Agent and the rights and obligations of Seller and Purchaser.

5.2 Fees. Each Party shall share equally in the escrow fee charged by the Escrow Agent for the escrow services rendered in connection with the transaction described herein. If the Escrow is cancelled by reason of default of either Party, the full amount of the escrow fee and any other charges or sums due the Escrow Agent shall be paid in full by the defaulting Party.

5.3 Definition of "Close of Escrow." For purposes of this Agreement, the term "*Close of Escrow*" shall mean the date when Escrow Agent shall have recorded all of the instruments to be recorded as set forth in Section 8.4 below.

6. Condition of Title.

6.1 Permitted Exceptions. Seller shall convey Purchaser fee simple title to the Real Property subject only to the following exceptions (the "*Permitted Exceptions*"):

(a) those exceptions and matters set forth in the title report attached hereto as Exhibit "B"; and

(b) any and all matters caused by, or arising through, directly or indirectly, Tenant or Tenant's use of the real Property under the Lease.

6.2 Title Insurance Policy. Concurrently with recordation of the Deed, and as a condition of closing, the Escrow Agent and any required co-insurer shall provide and deliver to Purchaser a CLTA title insurance policy in the amount of the Purchase Price issued by the Escrow Agent insuring that title is vested in Purchaser in the condition required by Section 6.1 of this Agreement (the "*Title Policy*"). Seller shall pay the cost of the CLTA portion of the cost of the Title Policy and Purchaser shall pay the additional cost attributable to any special endorsements required by Purchaser.

7. Condition of Real Property – As-Is Nature of Transaction.

(a) Purchaser acknowledges and agrees that it has had an opportunity to inspect the Real Property and that the Real Property is to be conveyed to and accepted by Purchaser in an "as is" condition with all faults and defects, if any. Seller makes no representations or warranties of any kind whatsoever, either expressed or implied, with respect to the Real Property or any of such related matters; in particular, but without limitation, Seller makes no representations or warranties with respect to the use, condition, title, occupation or management of the Real Property, compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to leasing, zoning, subdividing, planning, building, fire, safety, health or environmental matters, compliance with covenants, conditions and restrictions (whether or not of record), other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations or requirements affecting or relating to the Real Property. Purchaser voluntarily and knowingly waives any contribution rights or claims which Purchaser may have against Seller in the event Purchaser incurs liability to any Person (including any federal state or local governmental authority) arising out of the existence, removal or remediation of any Hazardous Substances on or under the Real Property.

(b) Purchaser agrees and acknowledges that it has had completed a full

and complete due diligence investigation of the Real Property, including, without limitation, any and all physical investigations of the Real Property desired by Purchaser.

8. Closing.

8.1 Closing Date. The Close of Escrow of the Real Property shall take place at the offices of the Escrow Agent. The date of the Close of Escrow (the "*Closing Date*") shall be thirty (30) business days after exercise of the Option by Purchaser.

8.2 Seller's Closing Documents. On or prior to the Closing Date, Seller shall deliver or cause to be delivered to the Escrow Agent: (i) the Deed, duly executed and acknowledged by Seller in recordable form; (ii) an affidavit of value as required by laws of the State of Nevada, duly executed by Seller; (iii) the Non-Foreign Transferor Declaration duly executed by Seller; (iv) appropriate evidence that may be required by the Escrow Agent of the authority of Seller to convey the Real Property and to perform and carry out the covenants and obligations to be performed by Seller hereunder; and (v) any other documents as may be reasonably necessary to perform and carry out the covenants and obligations to be performed and carried out by Seller pursuant to this Agreement.

8.3 Purchaser's Closing Documents. On or prior to the Closing Date, Purchaser shall deliver or cause to be delivered to the Escrow Agent for the account of Seller: (i) the funds required by Section 4.2 hereof; (ii) an affidavit of value as required by the laws of the State of Nevada, duly executed by Purchaser; and (iii) such other instruments or documents as may be reasonably necessary to perform and carry out the covenants and obligations to be performed and carried out by Purchaser pursuant to this Agreement.

8.4 Closing Instructions. The Escrow Agent is authorized and instructed to perform the following on the Closing Date in the following order:

(a) Record the Deed;

(b) Deliver to Seller by wire transfer or intrabank transfer funds in an amount equal to the Deposit and the Cash Balance Due.

(c) Deliver to Purchaser the Title Policy.

(d) Prepare and submit to the Internal Revenue Service the information return and statement concerning the closing of the Escrow (the "Information Return") required by Section 6045(e) of the Internal Revenue Code of 1986, unless the Information Return is not required under the regulations promulgated under Section 6045(e).

8.5 Instructions Upon Recordation. The instruments that are required to be recorded and/or delivered under this Agreement shall provide that the Recorder's Office shall return them to Escrow Agent after recordation, and upon receipt thereof, Escrow Agent shall deliver the following:

(a) to Purchaser: (i) the original recorded Deed; (ii) plain copies of the real property transfer declaration and (iii) copies of all other documents deposited by any Party into Escrow; and

(b) to Seller: (i) a copy of the Deed as recorded; (ii) plain copies of the real property transfer declaration; (ii) the original of the Non-Foreign Transferor Declaration; and (iii) copies of all other documents deposited by any Party into Escrow.

8.6 Closing Costs.

(a) Seller Closing Costs. Seller shall deposit into Escrow after the Escrow Agent has notified Seller of the amount, but not later than one (1) business day prior to the scheduled date for the Close of Escrow, any prorations due from Seller pursuant to Section 8.7 below.

(b) Purchaser Closing Costs. Purchaser shall deposit into Escrow the following fees, charges and costs after the Escrow Agent has notified Purchaser of the amount of such fees, charges and costs, but not later than one (1) business day prior to the scheduled date for the Close of Escrow:

(i) all of all of the state, county or city documentary transfer tax related to the sale of the Real Property;

(ii) all of fees of Escrow Agent;

(iii) all of the premium and costs for the title Policy; and

(iv) any prorations due from Purchaser pursuant to Section 8.7 below.

8.7 Prorations. The Parties agree that because the Lease is a triple net lease in all respects that the only prorations will be for Rent and any Rent which has been paid for periods after the Close of Escrow or is for periods prior to the Close of Escrow will be prorated as of the Close of Escrow.

9. LEASE TERMINATION.

Seller and Purchaser agree that (i) upon the Close of Escrow that the Lease shall automatically terminate and be of no further force and effect except for those provisions of the Lease which expressly survive any termination of the Lease and (ii) in the event Close of Escrow does not occur for any reason whatsoever, including, without limitation Seller default, the Lease shall remain in full force and effect..

10. Defaults and Remedies.

10.1 Purchaser's Default and Seller's Remedies.

(a) Purchaser shall be in default in the even Purchaser fails to timely

deliver (x) the Cash Balance Due or (y) the deposits as required by Sections 8.3 and 8.6(b), unless such failure is as a result of the default hereunder of Seller.

(b) IN THE EVENT PURCHASER EXERCISES THE OPTION, THE DEPOSIT IS MADE AS REQUIRED BY SECTION 4.2 ABOVE AND THEREAFTER THE CLOSE OF ESCROW AND THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT DO NOT OCCUR BY REASON OF ANY DEFAULT BY PURCHASER, SELLER, AS ITS SOLE REMEDY, MAY TERMINATE THE ESCROW WHEREUPON THE DEPOSIT SHALL BE FORFEITED TO SELLER. THE DEPOSIT TOGETHER WITH ALL EARNINGS THEREON SHALL BE PAID BY ESCROW AGENT TO SELLER AS SELLER'S LIQUIDATED DAMAGES FOR THE BREACH OF THIS AGREEMENT BY PURCHASER. IT IS EXPRESSLY UNDERSTOOD AND AGREED BETWEEN SELLER AND PURCHASER THAT SELLER'S ACTUAL DAMAGES FOR PURCHASER'S FAILURE TO CLOSE ESCROW WOULD BE SUBSTANTIAL BUT EXTREMELY DIFFICULT TO ASCERTAIN.

INITIALS: SELLER: _____

PURCHASER: _____

10.2 Seller's Default and Purchaser's Remedies.

(a) The occurrence of any of the following prior to the Close of Escrow, shall be an event of default by Seller hereunder:

(i) The failure by Seller to timely deliver the deposits as required by Sections 8.2 and 8.6(a) above, unless such failure is as a result of the default hereunder of Purchaser; or

(ii) Close of Escrow does not otherwise occur as a result of Seller's nonperformance under this Agreement.

(b) In the event of a default by Seller prior to the Close of Escrow, Purchaser shall have the following remedies:

(i) to waive such default;

(ii) to specifically enforce Seller's obligations hereunder; or

(iii) terminate the Escrow whereupon the Deposit shall be refunded to Purchaser.

11. RESERVED.

12. Miscellaneous.

12.1 Further Assurances. Seller and Purchaser shall, on or after the Closing Date, at the request of either party, execute, acknowledge and deliver such other deeds, assignments, instruments or documents as may be reasonably required to evidence or confirm the sale, conveyance, assignment and transfer by Seller to Purchaser of the Real Property or otherwise necessary to carry out or to fulfill Seller's or Purchaser's respective covenants and obligations hereunder.

12.2 Entire Agreement. Except as otherwise provided in this Agreement including, including without limitation, Section 1.3 and Section 7.2, this Agreement contains all of the agreements, representations and warranties of the Parties hereto and supersedes all other discussions, understandings or agreements with respect to the subject matter hereof. This Agreement may be amended, superseded, extended or modified only by an instrument in writing signed by all of the Parties hereto.

12.3 Notices. All notices, consents, requests, demands and other communications provided for herein shall be in writing and shall be deemed to have been duly given (a) if and when personally served, (b) forty-eight (48) hours after being sent by United States registered mail, return receipt requested, postage prepaid; (c) forty-eight (48) hours after being sent via Federal Express or other national courier service or (c) by facsimile at the following respective addresses, or such other address, as either Party may from time to time designate in writing:

To Seller:

City of Las Vegas
c/o Office of Business Development
400 Stewart Avenue, 2nd Floor
Las Vegas, Nevada 89101
Fax: (702) 385-3128
Attn: Bill Arent, Director

With a copy to:

City Attorney Office
City Hall
400 Stewart Avenue
Las Vegas, Nevada 89101
Fax: (702) 386-1749
Attn: Teri Ponticello

To Purchaser:

601 FREMONT, LLC
202 Fremont Street
Las Vegas, NV 89101
Fax: (702) 387-5103
Attn: Dennis Hershey

Any Party may designate a different address for itself by notice given in the manner set forth in this Section 12.3. Any notice, demand or document shall be deemed to have been given upon actual delivery or receipt or attempted delivery, provided such attempted delivery is made on a business day. Failure to accept delivery shall be deemed receipt of such notice.

12.4 Time of the Essence. Time is of the essence of this Agreement and each and every term and provision hereof.

12.5 Interpretation; Governing Law. This Agreement shall be construed as if prepared by both parties. This Agreement shall be construed, interpreted and governed by the laws of the State of Nevada.

12.6 No Waiver. A waiver by either party hereto of a breach of any of the covenants or agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

12.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, representatives, successors and permitted assigns.

12.8 Headings; Exhibits; Cross References. The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. The Exhibits attached to this Agreement at the time of its execution are incorporated herein as if set forth in full.

12.9 Severability. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void, or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void, or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the full extent permitted by law.

12.10 Counterparts. This Agreement may be executed in one or more counterparts, which, taken together, shall constitute one instrument.

12.11 Captions. The captions and headings contained in this Agreement are for the purposes of reference only and shall not in any way affect the meaning or interpretation of the individual paragraphs.

12.12 Successors and Assigns. Except as otherwise provided herein, this Agreement, together with its benefits and subject to its burdens, shall be binding upon, extend to and inure to the benefit of the parties hereto, their permitted successors and assigns.

12.13 Construction. As used in this Agreement, the masculine, feminine or neuter gender and the singular or plural numbers shall each be deemed to include the other whenever the context so requires. This Agreement shall be construed as a whole and in

accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the party preparing this Agreement or any part thereof.

12.14 Assignment. Purchaser shall be permitted (i) to assign this Agreement to any person or entity or (ii) designate a Purchaser Nominee, without the prior written consent of Seller, so long as the purpose of such assignment is to effectuate the financing of the purchase of the Real Property.

12.15 Brokers. Purchaser represents and warrants to Seller, and Seller represents to Purchaser, that no broker, agent or finder has been engaged by it in connection with any of the transactions contemplated by this Agreement, or to its knowledge is in any way connected with any of such transactions. In the event of any claims for brokers' or finders' fees or commissions in connection with the negotiation, execution or consummation of this Agreement, Purchaser shall indemnify, save harmless and defend Seller from and against such claims if they shall be based upon any statement or representation or agreement made by Purchaser, and Seller shall indemnify, save harmless and defend Purchaser if such claims shall be based upon any statement, representation or agreement made by Seller.

SIGNATURES ON NEXT PAGE

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

SELLER

CITY OF LAS VEGAS, a political subdivision of the State of Nevada

By: _____
Name: _____
Title: _____

ATTEST:

_____
_____, Title

APPROVED AS TO FORM:

_____ 2-30-10
Date

PURCHASER

601 FREMONT, LLC, a limited liability company in the State of Nevada.

By: _____
Name: Terry L. Caudill
Title: _____

601 FREMONT, LLC, a limited liability company in the State of Nevada.

By: _____
Name: Carlos Adley
Title: _____

EXHIBITS

EXHIBIT "A-1"	SITE DEPICTION
EXHIBIT "A-2"	LEGAL DESCRIPTION
EXHIBIT "B"	TITLE REPORT

EXHIBIT "A-1"
TO RIDER NO. 2 - OPTION TO PURCHASE

DEPICTION OF THE PREMISES



EXHIBIT "A-2"
TO RIDER NO. 2 - OPTION TO PURCHASE

LEGAL DESCRIPTION OF THE SITE

APN #139-34-611-018

Lots One (1) through Five (5) inclusive and Lots Thirteen (13) through Twenty-two (22) inclusive in Block Six (6) of HAWKINS ADDITION TO THE CITY OF LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, Page 40, in the County Recorder of Clark County, Nevada.

TOGETHER, with those portions of vacated alley as disclosed by that certain "Order of Vacation" recorded in Book 48 of Official Records, as Document No. 038243.

Commonly known as 601 Fremont Street, Las Vegas, Nevada.

EXHIBIT "B"
TO RIDER NO. 2 - OPTION TO PURCHASE

TITLE REPORT

VESTING DEED

(9)

20051212-0002259

Fee: $20.00 RPTT: EX#003
N/C Fee: $0.00

12/12/2005 11:55:34
T20050223891
Requestor:
LAS VEGAS CITY

Frances Deane SOL
Clark County Recorder Pgs: 7

RE-RECORDED

APN# 139-34-611-018
11 digit number may be obtained at:
http://sandgate.co.clark.nv.us/cicsAssessor/ownr.htm

Re~~record~~ Quitclaim Deed

20030930-04603

Type of Document
(Example: Declaration of Homestead, Quit Claim Deed, etc.)

Quitclaim Deed

Recording requested by:
Jill Melone, Business Specialist

Return to:

Name Office of Business Development

Address 400 Stewart Avenue, 2nd Floor

City/State/Zip Las Vegas, NV 89101

This page added to provide additional information required by NRS 111.312 Sections 1-2
(An additional recording fee of $1.00 will apply.)

This cover page must be typed or printed clearly in black ink only.

CS12/03

APN 139-34-611-018

Re-Recording Grant, Bargain Sale Deed 20030930-04603 indicating a change in address information as follows:

OFFICE OF BUSINESS DEVELOPMENT
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101

After recording, return to:

OFFICE OF BUSINESS DEVELOPMENT
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101

200309 30
04603

CLARK COUNTY, NEVADA
FRANCES DEANE, RECORDER

RECORDED AT THE REQUEST OF:
LAWYERS TITLE OF NEVADA

09-30-2003 13:53 CAB
OFFICIAL RECORDS
BOOK/INSTR:20030930-04603
PAGE COUNT: 2
FEE: .00
RPTT: EX#002

EXHIBIT B

RPTT: Exempt 2
APN: 139-34-611-018
03-04-2640-JT
WHEN RECORDED MAIL TO:

Clark County
Real Property Management
500 S. Grand Central Pkwy., 5th Fl.
Las Vegas, NV 89155

MAIL TAX NOTICES TO:

City of Las Vegas
Real Estate Management
400 Stewart Avenue
Las Vegas, NV 89101

QUITCLAIM DEED

D2

CLARK COUNTY, a political subdivision of the State of Nevada, 500 S. Grand Central Parkway, Las Vegas, Clark County, Nevada 89155, Grantor, for good and valuable consideration, receipt of which is hereby acknowledged, does hereby remise, release and forever quitclaim to CITY OF LAS VEGAS, a municipal corporation, 400 Stewart Avenue, Las Vegas, NV 89101, Grantee, and to Grantee's successors forever, Grantor's right, title, interest, estate, claim and demand, both at law and in equity, of, in, and to the real estate, situated in Clark County, State of Nevada, subject to reservations, encumbrances, liens, restrictions, conditions, rights, rights of way and easements, said real estate being more particularly described as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT A.

TOGETHER WITH all and singular the tenements, heriditaments, and appurtenances thereunto belonging or in anywise appertaining; TO HAVE AND TO HOLD, subject to the aforesaid provisions, the Property unto the said Grantee and unto its successors and assigns.

IN WITNESS WHEREOF, Grantor has caused this deed to be duly executed as of the 21st day of September, 2003.

CLARK COUNTY, NEVADA

By Sandra M. Moskos
Its Director, Real Property Mgt

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 29th day of September, 2003, personally appeared before me, the undersigned, a Notary Public in and for the County of Clark, State of Nevada, Sandra M. Moskos, known to me to be the person who executed the foregoing instrument and who acknowledged to me that she executed the same freely and voluntarily and the uses and purposes thereby mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Karen S Mulcahy
Notary Public

KAREN S. MULCAHY
Notary Public State of Nevada
No. 99-58482-1
My appt. exp. May 10, 2007

20030930
.04603

EXHIBIT A
LEGAL DESCRIPTION

APN 139-34-611-018

Lots One (1) through Five (5) inclusive and Lots Thirteen (13) through Twenty-two (22) inclusive in Block Six (6) of HAWKINS ADDITION TO THE CITY OF LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, Page 40, in the County Recorder of Clark County, Nevada.

TOGETHER with those portions of vacated alley as disclosed by that certain "Order of Vacation" recorded in Book 48 of Official Records, as Document No. 038243.

Commonly known as 601 Fremont Street, Las Vegas, Nevada.

2005 DEC -7 P 4:10

200309 30
.04603

STATE OF NEVADA
DECLARATION OF VALUE

FOR RECORDERS OPTIONAL USE ONLY
Document/Instrument# _____
Book: _____ Page: _____
Date of Recording: _____
Notes: _____

1. **Assessor Parcel Number(s):**
   a) 139-34-611-018
   b)
   c)
   d)

2. **Type of Property:**
   a) ☐ Vacant Land b) ☐ Single Family Residence
   c) ☐ Condo/Townhouse d) ☐ 2-4 Plex
   e) ☐ Apartment Building f) ☒ Commercial/Industrial
   g) ☐ Agricultural h) ☐ Mobile Home
   i) ☐ Other

3. **Total Value/Sales Price of Property:** $0.00
   Deed in Lieu of Foreclosure Only (value of property) $
   Transfer Tax Value: $0.00
   Real Property Transfer Tax Due: $0.00

4. **If Exemption Claimed:**
   a) Transfer Tax Exemption, per NRS 375.090, Section: 2
   b) Explain Reason for Exemption: Transfer to a Governmental agency

5. **Partial Interest:** Percentage being transferred: _____%

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 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 Sandra M. Norskog **Capacity** Clark Co Director Real Property Mgt
Signature _____ **Capacity** _____

SELLER (GRANTOR) INFORMATION (REQUIRED)	BUYER (GRANTEE) INFORMATION (REQUIRED)
Print Name: Sandra M. Norskog	Print Name:
Address: 500 S. Grand Central Pkwy	Address:
City: Las Vegas	City:
State: NV Zip: 89155-1733	State: Zip:

COMPANY/PERSON REQUESTING RECORDING
(REQUIRED IF NOT THE SELLER OR BUYER)

Lawyers Title of Nevada, Inc.
1210 S. Valley View Blvd.
Las Vegas, Nevada 89102

Escrow No. 03-04-2640-JT
Escrow Officer: JOY TURNER

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

4603

3

200309 30
.04603

STATE OF NEVADA
DECLARATION OF VALUE

1. **Assessor Parcel Number(s):**
   a) 139-34-611-018
   b)
   c)
   d)

FOR RECORDERS OPTIONAL USE ONLY
Document/Instrument#
Book: Page:
Date of Recording:
Notes:

2. **Type of Property:**
   a) ☐ Vacant Land b) ☐ Single Family Residence
   c) ☐ Condo/Townhouse d) ☐ 2-4 Plex
   e) ☐ Apartment Building f) ☒ Commercial/Industrial
   g) ☐ Agricultural h) ☐ Mobile Home
   i) ☐ Other

3. **Total Value/Sales Price of Property:** $0.00
   Deed in Lieu of Foreclosure Only (value of property) $
   Transfer Tax Value: $0.00
   Real Property Transfer Tax Due: $0.00

4. **If Exemption Claimed:**
   a) Transfer Tax Exemption, per NRS 375.090, Section: 2
   b) Explain Reason for Exemption: Transfer to a Governmental agency

5. **Partial Interest:** Percentage being transferred: _____%

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 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 _____ Capacity _____
Signature _____ Capacity MAYOR

SELLER (GRANTOR) INFORMATION (REQUIRED)	BUYER (GRANTEE) INFORMATION (REQUIRED)
Print Name:	Print Name: OSCAR B. GOODMAN, MAYOR
Address:	Address: CITY OF LAS VEGAS 400 STEWART AVENUE
City:	City: LAS VEGAS
State: Zip:	State: NV Zip: 89101

COMPANY/PERSON REQUESTING RECORDING
(REQUIRED IF NOT THE SELLER OR BUYER)

Lawyers Title of Nevada, Inc.
1210 S. Valley View Blvd.
Las Vegas, Nevada 89102

Escrow No. 03-04-2640-JT
Escrow Officer: JOY TURNER

Attest:
(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

By _____
BARBARA JO RONEMUS, City Clerk

4/4/03

re-record
Quitclaim Deed

STATE OF NEVADA
DECLARATION OF VALUE FORM

1. Assessor Parcel Number(s)
   a) 139-34-611-018
   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'l/Ind'l
   g) ☐ Agricultural h) ☐ Mobile Home
   ☐ Other _____

FOR RECORDER'S OPTIONAL USE ONLY
Book: _____ Page: _____
Date of Recording: _____
Notes: _____

3. Total Value/Sales Price of Property $ 0
   Deed in Lieu of Foreclosure Only (value of property) (_____)
   Transfer Tax Value: $ _____
   Real Property Transfer Tax Due $ _____
4. **If Exemption Claimed:**
   a. Transfer Tax Exemption per NRS 375.090, Section 3
   b. Explain Reason for Exemption: Government
5. Partial Interest: Percentage being transferred: _____%

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 Jill Moore Capacity Bus Spec.

Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION (REQUIRED)

Print Name: _____
Address: _____
City: _____
State: _____ Zip: _____

BUYER (GRANTEE) INFORMATION (REQUIRED)

Print Name: _____
Address: _____
City: _____
State: _____ Zip: _____

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: City of Las Vegas
Address: 400 Stewart 2nd Flr
City: Las Vegas
Escrow #: _____
State: NV Zip: 89101

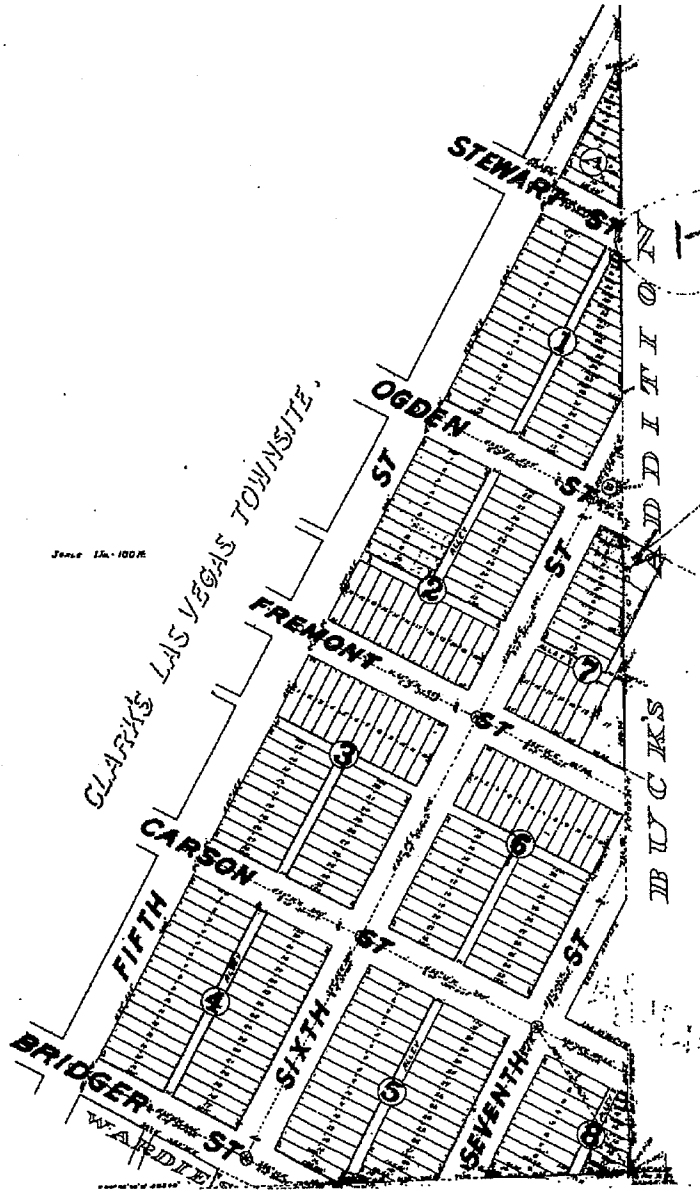
2259

Exception No. 5

PLAT

Showing the tract of land described in
Title Policy No.

HAWKINS ADDITION TO THE CITY OF LAS VEGAS
LAS VEGAS -- NEVADA



This plat is furnished for information. It is compiled from data which we believe to be accurate, but no liability is assumed by this company as to the correctness of such data.

Book 1 p. 40

Exception No. 6

BOOK 040

ORIGINAL

038243
3-1

ORDER OF VACATION

A petition dated the 11th day of March, 1970, signed by the freeholders in the area affected, having been filed with the Clerk of this Board, petitioning for the vacation of certain real property, hereinafter described, and said petition having been by order of this Board referred to the City Planning Commission for its recommendation in the premises, and said Planning Commission having filed its report with the Board approving and recommending such vacation;

And this Board, by an order made at its regular meeting held on the 6th day of May, 1970, set the 17th day of June, 1970 at the hour of 10:30 A.M. at the Commission Chambers of City Hall, 400 East Stewart Avenue, in the City of Las Vegas, Clark County, Nevada as the time and place for a public hearing on said petition and recommendation, and ordered the City Clerk to cause the aforesaid real property to be vacated to be posted with a notice setting forth the time and place of the public hearing and the extent of the proposed vacation;

And it appearing from the affidavit of Carl D. Peterson, filed with the Clerk of this Board, that the notice provided for in said order, a copy of which notice is attached to said affidavit, was posted on the 8th day of May, 1970, in the manner prescribed by said order;

And this being the time fixed for the hearing on said petition for vacation and the recommendation of the City Planning Commission thereon, and this Board having heard evidence in support of and against said petition;

And it appearing to the satisfaction of this Board that the portion of said real property to be vacated is no longer required for the public use and convenience and that said vacation will enure to the benefit of the City of Las Vegas and that neither the public nor any persons will be materially injured thereby;

IT IS HEREBY ORDERED that the following described property situated in the City of Las Vegas, County of Clark, State of Nevada, and more particularly described as follows: to wit:

A certain tract or parcel of land lying and being situate in the West Half (W½) of the Northeast Quarter (NE¼) of Section 34, Township 20 South, Range 61 East, M.D.M., and being a portion of that certain East-West alley, 20 feet wide, lying in Block 6 of HAWKINS ADDITION to the City of Las Vegas, as per map thereof on file in Book 1 of Plats at Page 40 in the Office of the County Recorder of Clark County, Nevada, and being more particularly described as follows:

BEGINNING at the most Westerly corner of Lot 1, Block 6 of HAWKINS ADDITION to the City of Las Vegas, as per map thereof on file in Book 1 of Plats at Page 40 in the Office of the County Recorder of Clark County, Nevada, being the TRUE POINT OF BEGINNING; thence South 62°15' East along the

VAC-2-70

MAIL TO:
CITY CLERK — CITY HALL
400 STEWART STREET
LAS VEGAS NEVADA
89101

Southwesterly line of Lots 1 through 5, inclusive, of said Block 6 a distance of 125.00 feet to the most Southerly corner of said Lot 5, Block 6; thence South 27°45' West along the Southwesterly prolongation of the Southeasterly line of said lot 5 a distance of 10.00 feet; thence South 62°15' East a distance of 15.00 feet to the Northeasterly prolongation of the Southeasterly line of Lot 13 of said Block 6; thence South 27°45' West a distance of 10.00 feet to the most Easterly corner of said Lot 13, Block 6; thence North 62°15' West along the Northeasterly line of said Lot 13 a distance of 140.00 feet to the most Northerly corner of said Lot 13, Block 6; thence North 27°45' East a distance of 20.00 feet to the TRUE POINT OF BEGINNING.

RESERVING an easement under the above described parcel for sewer lines and utilities.

be, and the same is hereby, vacated.

DATED this 17th day of June, 1970.

Oran K. Gragson
ORAN K. GRAGSON
MAYOR

ATTEST:

Edwina M. Cole
Edwina M. Cole, City Clerk

Return to
City of Las Vegas
400 E. Stewart
L.V. Nev 89101

BOOK 648

038243

3-3

STATE OF NEVADA)
) SS.
COUNTY OF CLARK)

On this 17th day of June A.D., 19 70, personally appeared before me, a Notary Public in and for said County, Oran K. Gragson and Edwina M. Cole, known to me to be the Mayor ([redacted]) and ([redacted]) Clerk of said City that executed the foregoing instrument, and upon oath, each for himself did depose and say that he is the officer of said City as above designated; that he is acquainted with the seal of said City and that the seal affixed to said instrument is the corporate seal of said City; that the signatures to said instrument were made by officers of said City as indicated after their signatures; and that said City executed said instrument freely and voluntarily and for the uses and purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the County of Clark, the day and year in this certificate first above written.

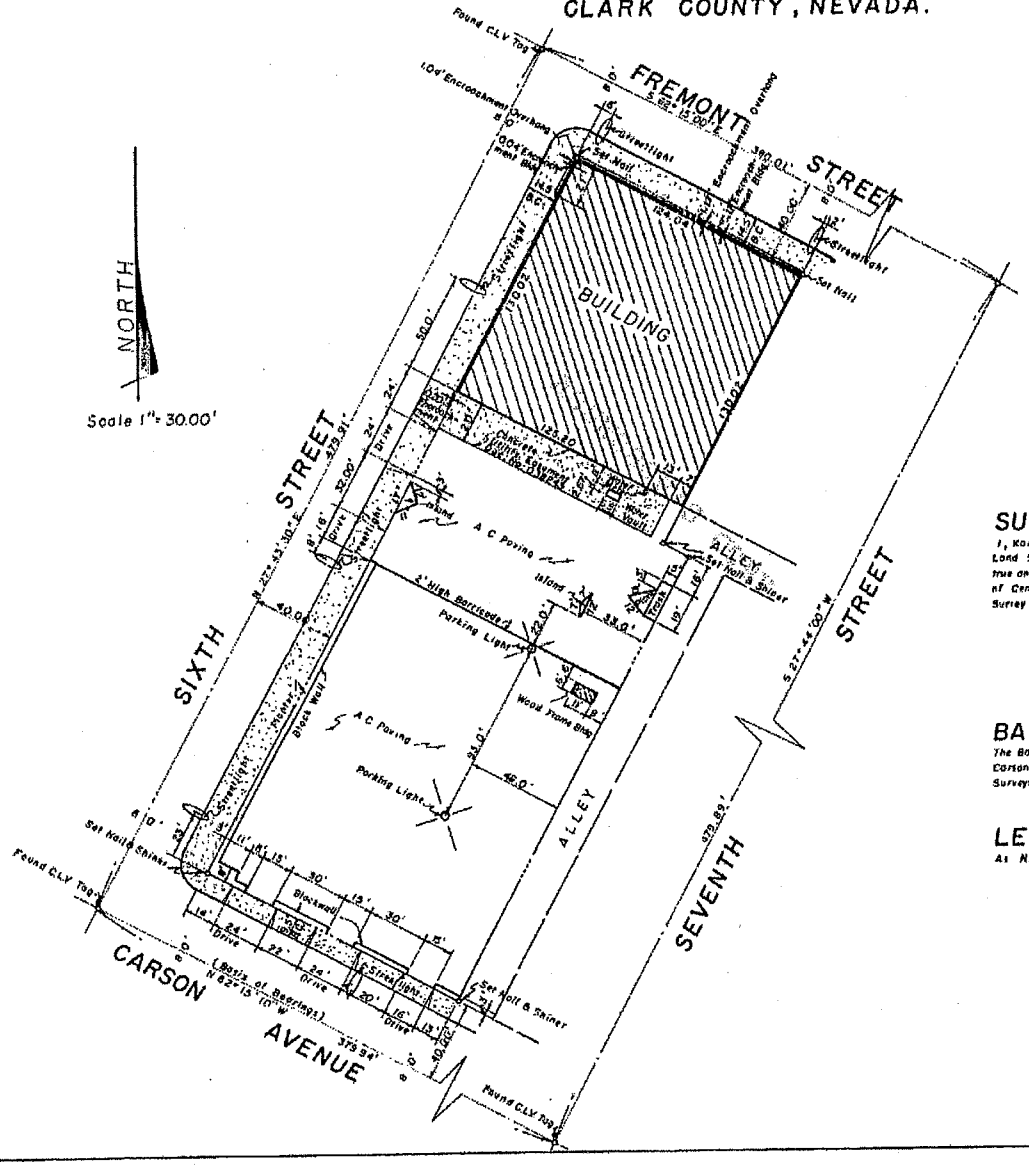
EILEEN L McDONALD
Notary Public—State of Nevada
CLARK COUNTY
My Commission Expires Feb. 4, 1972.

Eileen L McDonald
Notary Public in and for the County of Clark,
State of Nevada
My Commission Expires: Feb. 4, 1972

INST. NO 38243
OFFICIAL RECORD BOOK NO. 48
RECORDED AT REQUEST OF
CITY OF LAS VEGAS
Jul 17 9 00 AM '70
CLARK COUNTY, NEVADA
PAUL E. HORN, RECORDER
FEE DEPUTY

A.L.T.A. SURVEY

LOTS 1, 2, 3, 4, 5, 13, 14, 15, 16, 17, 18, 19, 20, 21 AND 22, BLOCK 6 OF HAWKINS ADDITION TO THE CITY OF LAS VEGAS, BOOK 1, PAGE 40 OF RECORDED PLATS, CLARK COUNTY, NEVADA RECORDS. A PORTION OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B.& M. CLARK COUNTY, NEVADA.



SURVEYORS CERTIFICATE

I, Karsten T. Bronken, a Registered Professional Engineer and Licensed Land Surveyor in the State of Nevada, do hereby certify that this map is a true and accurate map surveyed under my direct supervision at the instance of Central Telephone Company. This map is not a subdivision. This Survey was Completed January 20, 1983.

Karsten T. Bronken, Registered Professional Engineer and Licensed Land Surveyor, Nevada Certificate No 618.

BASIS OF BEARINGS

The Basis of Bearings for this map is the Centerline of Carson Avenue as Recorded in File 6, Page 18 of Record Surveys, Clark County, Nevada, Records. Bearing N 62° 15' 10" W.

LEGEND

As Noted

NO. 1644153
RECORDED AT THE REQUEST OF
KARSTEN T. BRONKEN
Date 2-7-83 at 2:27 P.M.
File 39 Page 76
of Surveys
OFFICIAL RECORDS BOOK NO. 1685
CLARK COUNTY, NEVADA, RECORDS
Joan L. Swift, RECORDER
Fee $10.00 Deputy

FILE 39 PAGE 76

Exception No. 7

Exception No. 8

BOOK 1908

1867752

ENCROACHMENT AGREEMENT
(SUBJECT TO APPROVAL BY THE CITY COMMISSION)

THIS AGREEMENT, made and entered into the 2nd day of MARCH, 19 83 by and between the CITY OF LAS VEGAS, NEVADA, (hereinafter referred to as "LAS VEGAS"); and Central Telephone Company, (hereinafter referred to as "OWNER").

W I T N E S S E T H :

WHEREAS, LAS VEGAS is a municipal corporation within the State of Nevada and the owner of that real property designated in Exhibit "A", attached hereto and incorporated herein as a part of this agreement, and

WHEREAS, OWNER is the owner of certain real property also designated as Exhibit "B" which adjoins the property of LAS VEGAS; and

WHEREAS, OWNER presently plans to develop and improve said property in a manner which encroaches onto the property of LAS VEGAS, and

WHEREAS, the parties hereto intend by this agreement to authorize and permit said encroachment by OWNER onto the property of LAS VEGAS.

NOW, THEREFORE, in consideration of the sum of $1 _____ cc' and is hereby to be paid by OWNER to LAS VEGAS, LAS VEGAS hereby grants and authorizes the encroachment hereinafter described of its property subject to the following conditions:

1. The encroachment authorized and granted hereby shall consist of the following: (1) an overhang or encroachment of 1.67' on the north side of the building, (2) a 0.67' encroachment of 1.67' on northeast corner of the building, (3) a building encroachment of 0.08' and 1.67' on the east and north side of the building respectively. The building address and location is 601 Fremont, the southeast corner of 6th Street and Fremont Street.

Said encroachment is depicted on Exhibit "B".

2. The right of encroachment granted herein shall continue in force and effect until the improvement encroaching upon the property of LAS VEGAS ceases to exist, whereupon all rights of encroachment shall cease and terminate unless otherwise agreed by the parties.

3. OWNER agrees to indemnify and save harmless LAS VEGAS, its officers, agent or employees against any and all claims, suits, actions, damages, cost and expense which it or they may incur, suffer or be required to pay by reason of death, disease, or bodily injury to any person or persons, or injury to or destruction or loss of use of any property, arising out of, or a result of, or incidental to the granting of, or existence of, this encroachment.

4. To guarantee LAS VEGAS' right of indemnification granted under paragraph number 3 above, OWNER agrees to secure liability insurance in the amount of $1,000,000.00 for injury or death to each person, $1,000,000.00 for each occurrence, and $1,000,000.00 for each claim of property damage. LAS VEGAS shall be named as an additional party insured under said coverage.

The insurance coverage required herein must be written by

a company acceptable to LAS VEGAS and licensed to do business in the State of Nevada. A Certificate of Insurance must be sent to LAS VEGAS evidencing the coverage required herein, and containing a clause to the effect that cancellations, reductions or restrictions shall not become effective until after thirty (30) days' written notice has been given and received by LAS VEGAS. In the event that any of the insurance coverage required hereunder is cancelled, reduced or restricted, LAS VEGAS has the right to terminate this Agreement and to require removal at the sole expense of the OWNER of the encroaching improvement from the property of LAS VEGAS.

5. Any and all references to LAS VEGAS and OWNER include the subsequent owners, successors in interest, assigns or heirs of LAS VEGAS or OWNER.

6. It is understood and agreed that the obligations imposed upon the OWNER shall be real covenants running with the land and shall be binding upon the subsequent owners, successors in interest, assigns, transferees or heirs succeeding to the interest of the OWNER in the real property adjoining the property of LAS VEGAS.

7. This Agreement shall become effective on the date that this document is recorded with the Clark County Recorder's office.

IN WITNESS WHEREOF, this Agreement has been executed the day and year first above written.

CITY OF LAS VEGAS, NEVADA

BY William H. Briare
WILLIAM H. BRIARE, MAYOR

ATTEST:

Carol Ann Hawley
Carol Ann Hawley, City Clerk

OWNER

[illegible]

Rodolfo A. Elchas
2.2.83
RODOLFO A. ELCHAS

STATE OF NEVADA)
)
COUNTY OF [illegible])

On this [illegible] day of [illegible], 19[illegible], personally appeared before me, a Notary Public in and for said County and State, [illegible], known to me to be the person described in and who executed the foregoing instrument and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

[illegible]
Notary Public in and for said County and State

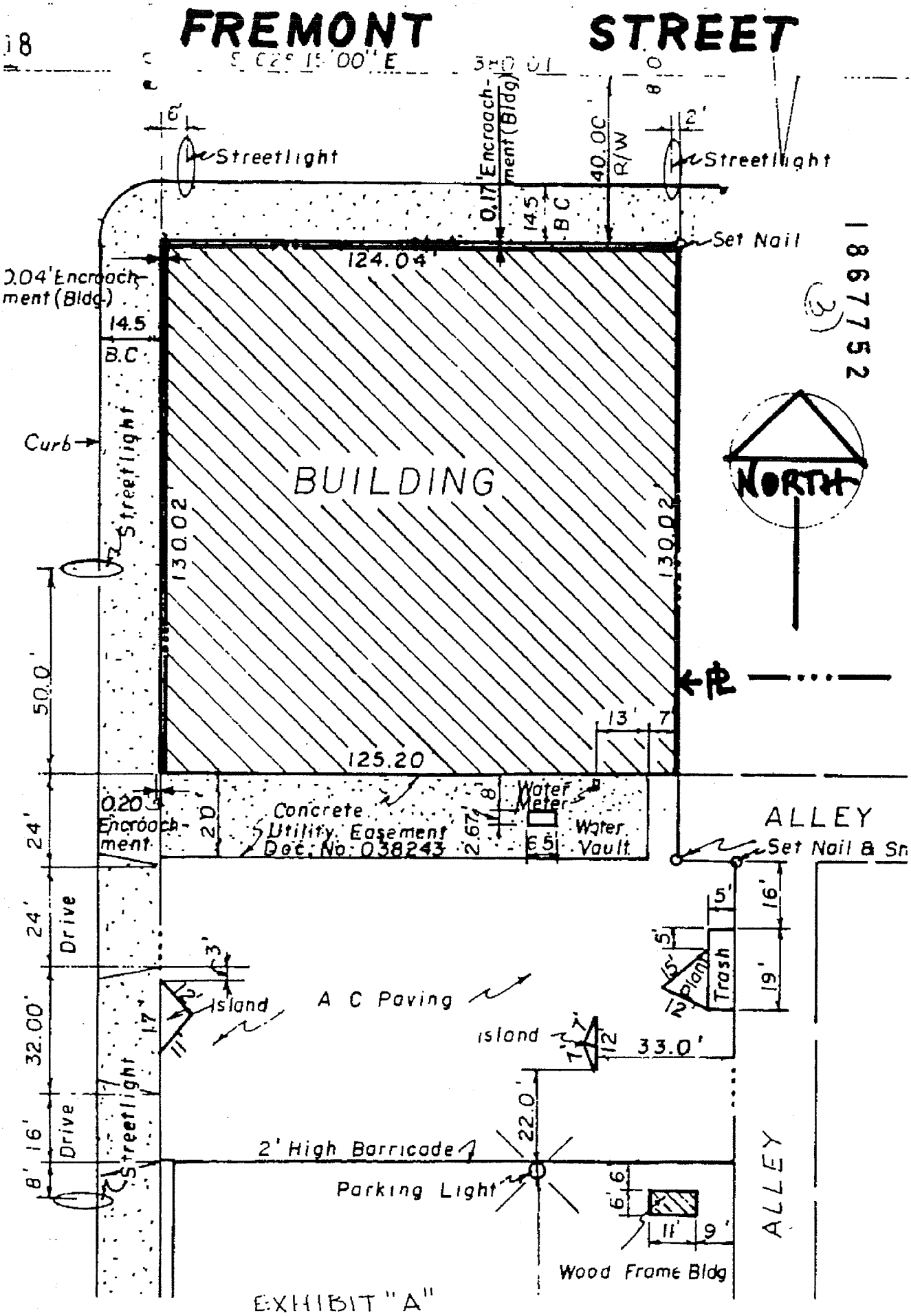

FREMONT STREET
Streetlight
Streetlight
0.17' Encroachment (Bldg)
40.00 R/W
14.5 B C
Set Nail
124.04'
0.04' Encroachment (Bldg)
14.5 B.C
Curb
Streetlight
BUILDING
130.02
130.02
NORTH
50.0'
13'
7'
125.20
0.20 Encroachment
2.0'
Concrete Utility Easement Doc. No. 038243
Water Meter
Water Vault
ALLEY
Set Nail & Sn
24'
24'
Drive
32.00'
16'
8'
Drive
Streetlight
Island
A C Paving
Island
33.0'
Trash
Plant
22.0'
2' High Barricade
Parking Light
Wood Frame Bldg
ALLEY
1867752

EXHIBIT "A"

Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

BOOK 1908 | 1867752

LIBERTY MUTUAL

This is to Certify that

Central Telephone Company
Las Vegas, NE 89101

Name and address of Insured.

is, at the date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXPIRATION DATE	POLICY NUMBER	LIMITS OF LIABILITY
WORKERS' COMPENSATION	1-1-85	WC2-641-004082-014	CO. PAGE AFFORDED UNDER W.C. LAW OF FOLLOWING STATES: ALL STATES LIMIT OF LIABILITY COV B (Indicate limit for each state): $100,000
			MARITIME COVERAGE (FOLLOWING STATES): LIMIT OF LIABILITY MARITIME COVERAGE:
GENERAL LIABILITY ☒ COMPREHENSIVE FORM ☐ SCHEDULE FORM ☒ PRODUCTS COMPLETED OPERATIONS ☐ ☒ INDEPENDENT CONTRACTORS, CONTRACTORS PROTECTIVE ☒ CONTRACTUAL LIABILITY ☐	1-1-85	I.G1-641-004082-034	BODILY INJURY: $ X EACH OCCURRENCE; $ X AGGREGATE PROPERTY DAMAGE: $ X EACH OCCURRENCE; $ X AGGREGATE COMBINED SINGLE LIMIT BODILY INJURY AND PROPERTY DAMAGE: $ 1,000,000 EACH OCCURRENCE; $ 1,000,000 AGGREGATE
AUTO LIABILITY ☒ OWNED ☒ NON OWNED ☒ HIRED	1-1-85	AS1-641-004082-044 (All States) AE2-641-004082-054	$ X EACH PERSON, EACH ACCIDENT OR OCCURRENCE $ X EACH ACCIDENT OR OCCURRENCE $ 1,000,000 EACH ACCIDENT SINGLE LIMITS AND PD COMBINED
OTHER			

LOCATIONS OF OPERATIONS & JOB # (IF APPLICABLE): All Operations of the Insured

DESCRIPTION OF OPERATIONS: 601 Encroachment Encroachment Agreement

City of Las Vegas, its officials and employees, are named as additional insureds but only as respects their liability arising out of the operations of the Insured.

NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW) IN THE STATE(S) EXPIRATION DATE THE COMPANY WILL ENDEAVOR TO REDUCE TO NO LESS THAN 5 AFFORDED UNDER THE ABOVE POLICIES UNLESS AT LEAST 30 DAYS NOTICE OF SUCH CANCELLATION OR REDUCTION HAS BEEN MAILED TO

City of Las Vegas
706 E. Stewart Avenue
Las Vegas, NV 89101

AUTHORIZED REPRESENTATIVE

January 17, 1986 Des Plaines, Illinois
DATE ISSUED OFFICE

This certificate is executed by LIBERTY MUTUAL INSURANCE COMPANY as respects such insurance as is afforded by that Company. It is executed by LIBERTY MUTUAL FIRE INSURANCE COMPANY as respects such insurance as is afforded by that Company.

BS 234 R10

BOOK 1908

1867752

CITY OF LAS VEGAS

APR 19 4 56 PM '84

1908 1867752

Exception No. 9

BOOK 86031

00777

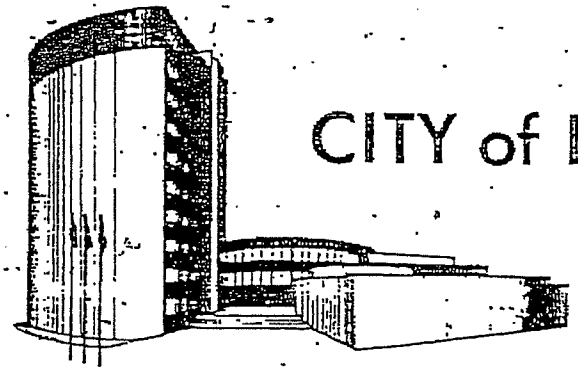
4-1

MAYOR BILL BRIARE

COUNCILMEN
RON LURIE
AL LEVY
BOB NOLEN
W. WAYNE BUNKER

CITY ATTORNEY
GEORGE F. OGILVIE

CITY MANAGER
ASHLEY HALL



CITY of LAS VEGAS

March 11, 1986

Ms. Joan Swift
Clark County Recorder
309 South Third Street
Las Vegas, Nevada 89101

Re: City of Las Vegas Downtown Redevelopment Area

Dear Ms. Swift:

Enclosed please find for recording, pursuant to NRS 279.603(1), a description of the land within the City of Las Vegas Downtown Redevelopment Area and a statement that proceedings for the redevelopment of that area have been instituted.

Very truly yours,

Carol Ann Hawley

CAROL ANN HAWLEY
City Clerk

CAH:cmp
100:CAH.2

CITY OF LAS VEGAS NEVADA

FILING PURSUANT TO NRS 279.603(1)

Pursuant to NRS 279.603(1), proceedings have been instituted for the redevelopment of the area contained in the City of Las Vegas Downtown Redevelopment Area which comprises the land described as follows:

BEGINNING at the intersection of the centerline of Charleston Boulevard and the Westerly boundary of Interstate Highway I-15; thence Northerly along the Westerly boundary of Interstate Highway I-15 to a line that is 1284 feet North of the centerline of Alta Drive; thence Westerly along said line to a line that is 310 feet East of the centerline of Highland Drive; thence Northerly along said line to the centerline of Mineral Avenue; thence Westerly along the centerline of Mineral Avenue to the centerline of Highland Drive; thence Northerly along the centerline of Highland Drive to the centerline of McWilliams Avenue; thence Easterly along the centerline of McWilliams Avenue to the Westerly boundary of Interstate Highway 1-15; thence Northeasterly along the Westerly boundary of Interstate Highway 1-15 to the centerline of Washington Avenue; thence Easterly along the centerline of Washington Avenue to the centerline of Sagman Street; thence Southerly along the centerline of Sagman Street to the centerline of Maryland Parkway; thence Westerly and Southerly along the centerline of Maryland Parkway to the centerline of Bonanza Road; thence Easterly along the centerline of Bonanza Road to the centerline of Bruce Street; thence Southerly along the centerline of Bruce Street to the centerline of Ogden Avenue; thence Easterly along the centerline of Ogden Avenue ~~to the~~ centerline of 18th Street; thence Southerly along the centerline of 18th Street to the centerline of Sunrise Avenue; thence Easterly along the centerline of Sunrise Avenue to the centerline of Eastern Avenue; thence Southerly along the centerline of Eastern Avenue and 25th Street to the Southwesterly boundary ~~of Fremont Street (U.S.~~ Highway Nos. 93-95-466); thence Southeasterly ~~along the Southwesterly boundary of Fremont Street to the centerline of Atlantic Street~~; thence Southerly along the centerline of Atlantic Street to the centerline of Olive Street; thence Westerly along the centerline of Olive Street to the centerline of Russell Avenue; thence ~~Northwesterly along the~~ centerline of Russell Avenue to the ~~centerline~~ of Euclid Avenue; thence Northerly along the centerline of Euclid Avenue to a line that is 350 feet Southerly of the centerline of Charleston Boulevard; thence Westerly along said line a distance of 128 feet; thence Northerly a distance of 115 feet to a line that is 235 feet Southerly of the centerline of Charleston Boulevard; thence Westerly along said line to the centerline of Burnham Avenue; thence Southerly along the centerline of Burnham Avenue to a line that is 1214 feet South of the centerline of Charleston Boulevard; thence Westerly along said line to a line that is 580 feet East of the Easterly Boundary of HILLSIDE TERRACE (a recorded subdivision); thence Northerly along said line a distance of 130 feet to a line that is 1084 feet South of the centerline of Charleston Boulevard; thence Westerly along said line to the ~~Easterly~~ Boundary of said ~~HILLSIDE TERRACE~~; thence Northerly along the Easterly boundary of HILLSIDE TERRACE and CHARLESTON SQUARE TRACT No. 3 (a recorded subdivision)

to the South line of Lot 2, Block 1 of CHARLESTON SQUARE TRACT No. 3; thence Westerly along said South line of Lot 2 to the centerline of 17th Street; thence Northerly along the centerline of 17th Street to the centerline of the East - West alley in Block 1 of CHARLESTON SQUARE TRACT No. 4; thence Westerly along the centerline of said East - West alley to the centerline of the North - South alley in said Block 1; thence Northerly along the centerline of said North - South alley to the South line of Lot 1 of CHARLESTON SQUARE TRACT No. 2 (a recorded subdivision); thence Westerly along said South line of Lot 1 to the centerline of Hillside Place; thence Southerly along the centerline of Hillside Place to the centerline of the East - West alley in Block 1 of CHARLESTON SQUARE TRACT No. 1 (a recorded subdivision); thence Westerly along the centerline of said East - West alley to the centerline of Thelma Lane; thence Northwesterly along said centerline to the centerline of Chapman Drive; thence Northerly along the centerline of Chapman Drive to the South line of Lot 1, Block 2 of said CHARLESTON SQUARE TRACT No. 1; thence Westerly along said South line of Lot 1 to the West line of said Lot 1; thence Northerly along said West line of Lot 1 to the South line of Lot 1, Block 4 of HUNTRIDGE SUBDIVISION TRACT No. 3 AMENDED (a recorded subdivision); thence Westerly along said South line of Lot 1 to the centerline of 15th Street; thence Southerly along the centerline of 15th Street to the centerline of the East - West alley in Block 3 of said HUNTRIDGE SUBDIVISION TRACT No. 3 AMENDED; thence Westerly along the centerline of said East - West alley to the centerline of the North - South alley in Block 25 of said HUNTRIDGE SUBDIVISION TRACT No. 3 AMENDED; thence Southerly along the centerline of said North - South alley to the centerline of the most Southerly East - West alley in said Block 25; thence Westerly along the centerline of said East - West alley and the centerline of the East - West alley in Block 24 of HUNTRIDGE SUBDIVISION TRACT No. 2 AMENDED to the centerline of the North - South alley in said Block 24; thence Northerly along the centerline of said North - South alley to the South line of Lot 1, Block 2 of said HUNTRIDGE SUBDIVISION TRACT No. 2 AMENDED; thence Westerly along said South line of Lot 1 and the North lines of Lots 17, 16, 15, 14, 13, 12 and 11, Block 2 of HUNTRIDGE SUBDIVISION TRACT No. 1 (a recorded subdivision) to the centerline of 10th Street; thence Northerly along the centerline of 10th Street to the South line of Lot 1, Block 1 of said HUNTRIDGE SUBDIVISION TRACT No. 1; thence Westerly along said South line of Lot 1 to the East line of Lot 1, Block 1 of VEGA VERDE ADD; thence South along said East line of Lot 1 to the South line of said Lot 1; thence Westerly along the South lines of Lot 1 and Lots 2, 3, 4, 5, 6, 7, 8 and the Westerly prolongation thereof to the centerline of 8th Street; thence Southerly along the centerline of 8th Street to a line that is 235 feet South of the centerline of Charleston Boulevard; thence Westerly along said line a distance of 200 feet; thence Southerly 190 feet to a line that is 425 feet South of the centerline of Charleston Boulevard; thence Westerly along said line a distance of 407 feet; thence Northerly 87 feet to a line that is 338 feet South of the centerline of Charleston Boulevard; thence Westerly along said line a distance of 37 feet; thence Northerly a distance of 13 feet to a line that is 325 feet South of the centerline of Charleston Boulevard; thence Westerly along said line to the centerline of 6th Street; thence Southerly along the centerline of 6th Street to the centerline of Park Paseo; thence Westerly along the cen-

terline of Park Paseo to the West line of the Lot "J" of PARK PLACE ADDITION (a recorded subdivision); thence Southerly along said West line and along the West line of Block 2 of DESERT PARK No. 3 (a recorded subdivision) to the North line of PARADISE GROVE (a recorded subdivision); thence Westerly along said North line of PARADISE GROVE to the Westerly boundary of said PARADISE GROVE; thence Southwesterly and Southerly along said Westerly boundary of PARADISE GROVE to the centerline of Oakey Boulevard; thence Easterly along the centerline of Oakey Boulevard to the centerline of Santa Paula Drive; thence Southerly along the centerline of Santa Paula Drive to the centerline of St. Louis Street; thence Westerly along the centerline of said St. Louis Street to the North - South centerline of Block 19 of PARADISE VILLAGE TRACT No. 1 (a recorded subdivision); thence Southerly along said North - South centerline to the centerline of Sahara Avenue; thence Westerly along the centerline of Sahara Avenue to the centerline of Industrial Road; thence Northerly along the centerline of Industrial Road to the centerline of Wyoming Avenue; thence Westerly along the centerline of Wyoming Avenue to the Westerly right-of-way line of the Union Pacific Railroad; thence Northeasterly along said Westerly right-of-way line to the centerline of Charleston Boulevard; thence Westerly along the centerline of Charleston Boulevard to the POINT OF BEGINNING.

DATED this 11th day of March, 1986.

CITY OF LAS VEGAS

By William H. Briare
WILLIAM H. BRIARE, Mayor

ATTEST:

Carol Ann Hawley
CAROL ANN HAWLEY, City Clerk

RETURN TO:
City Clerk
HOUSE STUDENT
L.V. NEV 89101

100:CAH.1
CAH:cmp

CLARK COUNTY, NEVADA
JOAN L. SWIFT, RECORDER
RECORDED AT REQUEST OF
"CITY OF LAS VEGAS"
MAR 11 3 24 PM '86
FEE DH DEPUTY VS
OFFICIAL RECORDS
BOOK INSTRUMENT

DH
VS

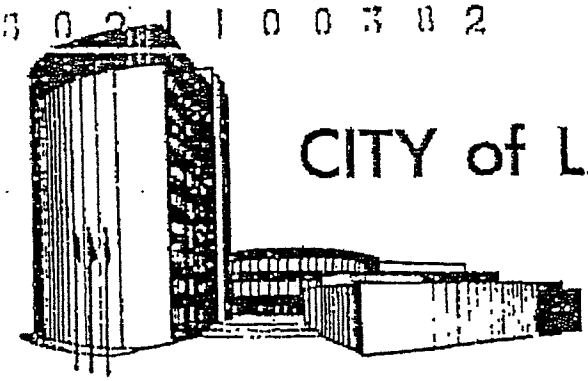
0 3 0 2 1 0 0 3 8 2

(4)

MAYOR RON LURIE

COUNCILMEN
BOB NOLEN
W. WAYNE BUNKER
STEVE MILLER
ARNIE ADAMSEN

CITY MANAGER
ASHLEY HALL



CITY of LAS VEGAS

February 11, 1988

Ms. Joan Swift
Clark County Recorder
309 S. 3rd Street
Las Vegas, Nevada 89155

Re: City of Las Vegas Revised Downtown Development Area

Dear Ms. Swift:

Enclosed please find for recording, pursuant to NRS 279.603(1), a description of the land located within the City of Las Vegas Revised Downtown Redevelopment Area and a statement that proceedings for the redevelopment of that area have been instituted.

Sincerely yours,

Kathleen M. Tighe
City Clerk

Attachment

RETURN TO:

CITY OF LAS VEGAS NEVADA

0 0 0 2 1 1 0 0 3 3 2

FILING PURSUANT TO NRS 279.603(1)

EXHIBIT A

LEGAL DESCRIPTION OF DOWNTOWN REDEVELOPMENT AREA (Revised)

Pursuant to NRS 279.603(1), proceedings have been instituted for the redevelopment of the area contained in the City of Las Vegas Revised Downtown Redevelopment Area which comprises the land described as follows:

BEGINNING at the intersection of the centerline of Charleston Boulevard and the Westerly boundary of Interstate Highway I-15; thence Northerly along the Westerly boundary of Interstate Highway I-15 to a line that is 1284 feet Northerly of the centerline of Alta Drive; thence Westerly along said line to a line that is 310 feet Easterly of the centerline of Highland Drive; thence Northerly along said line to the centerline of Mineral Avenue; thence Westerly along the centerline of Mineral Avenue to the centerline of Highland Drive; thence Northerly along the centerline of Highland Drive to the centerline of Owens Avenue; thence Westerly along the centerline of Owens Avenue to a line that is 390 feet Westerly of the centerline of Highland Drive; thence Northerly along said line to the centerline of Lake Mead Boulevard; thence Easterly along the centerline of Lake Mead Boulevard to the centerline of Highland Drive; thence Northerly along the centerline of Highland Drive to a line that is 631 feet Southerly of the centerline of Carey Avenue; thence Westerly along said line to a line that is 197 feet Westerly of the centerline of Highland Drive; thence Northerly along said line to the centerline of Carey Avenue; thence Easterly along the centerline of Carey Avenue to a line that is 510 feet Westerly of the centerline of Lexington Street; thence Southerly along said line to a line that is 165 feet Southerly of the centerline of Hart Avenue; thence Easterly along said line to the centerline of H Street; thence Southerly along the centerline of H Street to a line that is 331 feet Southerly of the centerline of Lake Mead Boulevard; thence Westerly along said line to the centerline of Lexington Street; thence Southerly along the centerline of Lexington Street to the North line of CARVER MANOR (a recorded subdivision); thence Westerly along the North line of CARVER MANOR to the centerline of Highland Drive; thence Southerly along the centerline of Highland Drive to the South line of Jimmy Avenue; thence Easterly along the South line of Jimmy Avenue to the West line of Block 2 of CARVER MANOR; thence Southerly along the West line of said Block 2 to the South line of CARVER MANOR; thence Easterly along the South line of CARVER MANOR to the centerline of Lexington Street; thence Southerly along the centerline of Lexington Street to the North line of HIGHLAND SQUARE (a recorded subdivision); thence Westerly along the North line of HIGHLAND SQUARE to the West line of Block 1 of HIGHLAND SQUARE; thence Southerly along the West line of Blocks 1 and 5 of HIGHLAND SQUARE to the South line of said Block 5; thence Easterly along the South line of Blocks 5 and 3 of HIGHLAND SQUARE to the centerline of J Street; thence Northerly along the centerline of J Street to a line that is 400 feet Northerly of the centerline of Owens Avenue, said line being the Westerly prolongation of a line that is parallel with and 20 feet Northerly from the Northerly boundary of that certain parcel of land shown by File 41 of Parcel Maps, Page 60 of Clark County, Nevada Records; thence Easterly along said line to the centerline of H Street; thence Southerly along the centerline of H street to a line that is 255 feet Northerly of the centerline of Owens Avenue; thence Easterly along said line to the West line of Block 6 of BERKLEY SQUARE (a recorded subdivision); thence Southerly along said West line of Block 6 to the South line of Block 6; then Easterly along the South line of Blocks 6 and 1 of BERKLEY SQUARE to the centerline of D Street; thence Southerly along the centerline of D Street to a line that is 125 feet Northerly of the centerline of Owens Avenue; thence Easterly along said line a distance of 768.7 feet to a line that is 466.7 feet Westerly of the North-South centerline of Section 22, Township 20 South, Range 61 East, N.D.M.; thence Northerly along said line to a line that is 442 feet Northerly of the centerline of Owens Avenue; thence

Easterly along said line to the Westerly boundary of Interstate Highway I-15; thence Southerly and Southwesterly along the Westerly boundary of Interstate Highway I-15 to the centerline of Washington Avenue; thence Westerly along the centerline of Washington Avenue to the centerline of D Street; thence Northerly along the centerline of D Street to the centerline of Monroe Avenue; thence Westerly along the centerline of Monroe Avenue to the centerline of H Street; thence Northerly along the centerline of H Street to a line that is 450 feet Northerly of the centerline of Monroe Avenue; thence Westerly along said line to the centerline of J Street; thence Northerly along the centerline of J Street to the centerline of Gold Avenue; thence Westerly along the centerline of Gold Avenue to the centerline of H Street; thence Southerly along the centerline of H Street to the centerline of McWilliams Avenue; thence Easterly along the centerline of McWilliams Avenue to the Westerly boundary of Interstate Highway I-15; thence Northeasterly along the Westerly boundary of Interstate Highway I-15 to the centerline of Washington Avenue; thence Easterly along the centerline of Washington Avenue to the centerline of Sagman Street; thence Southerly along the centerline of Sagman Street to the centerline of Maryland Parkway; thence Westerly and Southerly along the centerline of Maryland Parkway to the centerline of Bonanza Road; thence Easterly along the centerline of Bonanza Road to the centerline of Bruce Street; thence Southerly along the centerline of Bruce Street to the centerline of Ogden Avenue; thence Easterly along the centerline of Ogden Avenue to the centerline of 18th Street; thence Southerly along the centerline of 18th Street to the centerline of Sunrise Avenue; thence Easterly along the centerline of Sunrise Avenue to the centerline of Eastern Avenue; thence Southerly along the centerline of Eastern Avenue and 25th Street to the Southwesterly boundary of Fremont Street (U. S. Highway Nos. 93-95-466); thence Southeasterly along the Southwesterly boundary of Fremont Street to the centerline of Atlantic Street; thence Southerly along the centerline of Atlantic Street to the centerline of Clive Street; thence Westerly along the centerline of Clive Street to the centerline of Russell Avenue; thence Northwesterly along the centerline of Russell Avenue to the centerline of Euclid Avenue; thence Northerly along the centerline of Euclid Avenue to a line that is 350 feet Southerly of the centerline of Charleston Boulevard; thence Westerly along said line a distance of 128 feet; thence Northerly a distance of 115 feet to a line that is 235 feet Southerly of the centerline of Charleston Boulevard; thence Westerly along said line to the centerline of Burnham Avenue; thence Southerly along the centerline of Burnham Avenue to a line that is 1214 feet Southerly of the centerline of Charleston Boulevard; thence Westerly along said line to a line that is 580 feet Easterly of the Easterly boundary of HILLSIDE TERRACE (a recorded subdivision); thence Northerly along said line a distance of 130 feet to a line that is 1084 feet Southerly of the centerline of Charleston Boulevard; thence Westerly along said line to the Easterly boundary of said HILLSIDE TERRACE; thence Northerly along the Easterly boundary of HILLSIDE TERRACE and CHARLESTON SQUARE TRACT No. 3 (a recorded subdivision) to the South line of Lot 2, Block 1 of CHARLESTON SQUARE TRACT No. 3; thence Westerly along said South line of Lot 2 to the centerline of 17th Street; thence Northerly along the centerline of 17th Street to the centerline of the East-West alley in Block 1 of CHARLESTON SQUARE TRACT No. 4 (a recorded subdivision); thence Westerly along the centerline of said East-West alley to the centerline of the North-South alley in said Block 1; thence Northerly along the centerline of said North-South alley to the South line of Lot 1 of CHARLESTON SQUARE TRACT No. 2 (a recorded subdivision); thence Westerly along said South line of Lot 1 to the centerline of Hillside Place; thence Southerly along the centerline of Hillside Place to the centerline of the East-West alley in Block 1 of CHARLESTON SQUARE TRACT No. 1 (a recorded subdivision); thence Westerly along the centerline of said East-West alley to the centerline of Thelma Lane; thence Northwesterly along the centerline of Thelma Lane to the centerline of Chapman Drive; thence Northerly along the centerline of Chapman Drive to the South line of Lot 1, Block 2 of said CHARLESTON SQUARE TRACT No. 1; thence Westerly along said South line of Lot 1 to the West line of said Lot 1; thence Northerly along said West line of Lot 1 to the South line of Lot 1, Block 4 of HUNTRIDGE SUBDIVISION TRACT No. 3 AMENDED (a recorded subdivision); thence Westerly along said South line of Lot 1 to the centerline of 15th Street; thence Southerly along the centerline of 15th Street to the centerline of the East-West alley in Block 1 of said HUNTRIDGE SUBDIVISION TRACT No. 3 AMENDED; thence Westerly along the centerline of said East-West alley to the centerline of the North-South alley in Block 25 of said HUNTRIDGE SUBDIVISION TRACT No. 3 AMENDED; thence Southerly along the centerline of said North-South alley to the centerline of the most Southerly East-West alley in said Block 25; thence Westerly along the centerline of said East-West alley and the centerline of the East-West alley in Block 24

880211 00382

87-03-02 (1)

of HUNTRIDGE SUBDIVISION TRACT No. 2 AMENDED (a recorded subdivision) to the centerline of the North-South alley in said Block 24; thence Northerly along the centerline of said North-South alley to the South line of Lot 1, Block 2 of said HUNTRIDGE SUBDIVISION TRACT No. 2 AMENDED; thence Westerly along said South line of Lot 1 and the North lines of Lots 17, 16, 15, 14, 13, 12 and 11, Block 2 of HUNTRIDGE SUBDIVISION TRACT No. 1 (a recorded subdivision) to the centerline of 10th Street; thence Northerly along the centerline of 10th Street to the South line of Lot 1, Block 1 of said HUNTRIDGE SUBDIVISION TRACT No. 1; thence Westerly along said South line of Lot 1 to the East line of Lot 1, Block 1 of VEGA VERDE ADD (a recorded subdivision); thence South along said East line of Lot 1 to the South line of said Lot 1; thence Westerly along the South lines of Lots 1, 2, 3, 4, 5, 6, 7 and 8 of said Block 1 and the Westerly prolongation thereof to the centerline of 8th Street; thence Southerly along the centerline of 8th Street to a line that is 235 feet Southerly of the centerline of Charleston Boulevard; thence Westerly along said line a distance of 200 feet; thence Southerly 190 feet to a line that is 425 feet Southerly of the centerline of Charleston Boulevard; thence Westerly along said line a distance of 407 feet; thence Northerly 87 feet to a line that is 338 feet Southerly of the centerline of Charleston Boulevard; thence Westerly along said line a distance of 37 feet; thence Northerly a distance of 13 feet to a line that is 325 feet Southerly of the centerline of Charleston Boulevard; thence Westerly along said line to the centerline of 6th Street; thence Southerly along the centerline of 6th Street to the centerline of Park Paseo; thence Westerly along the centerline of Park Paseo to the West line of the Lot "J" of PARK PLACE ADDITION (a recorded subdivision); thence Southerly along said West line and along the West line of Block 2 of DESERT PARK No. 3 (a recorded subdivision) to the North line of PARADISE GROVE (a recorded subdivision); thence Westerly along said North line of PARADISE GROVE to the Westerly boundary of said PARADISE GROVE; thence Southwesterly and Southerly along said Westerly boundary of PARADISE GROVE to the centerline of Oakey Boulevard; thence Easterly along the centerline of Oakey Boulevard to the centerline of Santa Paula Drive; thence Southerly along the centerline of Santa Paula Drive to the centerline of St. Louis Street; thence Westerly along the centerline of said St. Louis Street to the North-South centerline of Block 19 of PARADISE VILLAGE TRACT No. 1 (a recorded subdivision); thence Southerly along said North-South centerline to the centerline of Sahara Avenue; thence Westerly along the centerline of Sahara Avenue to the centerline of Industrial Road; thence Northerly along the centerline of Industrial Road to the centerline of Wyoming Avenue; thence Westerly along the centerline of Wyoming Avenue to the Westerly right-of-way line of the Union Pacific Railroad; thence Northeasterly along said Westerly right-of-way line to the centerline of Charleston Boulevard; thence Westerly along the centerline of Charleston Boulevard to the POINT OF BEGINNING

Dated this 10th day of February, 1988.

CITY OF LAS VEGAS

By: _____
RON LURIE, MAYOR

ATTEST:

_____
KATHLEEN M. TIGHE, CITY CLERK

CLARK COUNTY, NEVADA
JOAN L. SWIFT, RECORDER
RECORDED AT REQUEST OF:
LV/CITY OF

02-11-88 09:37 VBI 4
OFFICIAL RECORDS
BOOK: 880211 INST: 00382

FEE: 8.00 RPTT: .00

ORIGINAL

189

(22) - 1

BILL NO. 96-95

ORDINANCE NO. 4036

AN ORDINANCE RELATING TO REDEVELOPMENT; AMENDING THE DOWNTOWN LAS VEGAS REDEVELOPMENT AREA, AS ADOPTED BY ORDINANCE NO. 3218 AND AMENDED BY ORDINANCE NO. 3339 AND BY ORDINANCE NO. 3637, TO INCLUDE ADDITIONAL PROPERTY; PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO; AND REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH.

Sponsored by:

Summary: Expands the Downtown Las Vegas Redevelopment Area.

WHEREAS, the City Council of the City of Las Vegas (the "City Council") approved and adopted the Redevelopment Plan (the "Redevelopment Plan") for the Downtown Las Vegas Redevelopment Area (the "Redevelopment Area") by Ordinance No. 3218 on March 5, 1986, and amended the Redevelopment Plan by Ordinance No. 3339 on February 3, 1988, and by Ordinance No. 3637 on April 1, 1992; and

WHEREAS, the City of Las Vegas Redevelopment Agency (the "Agency") has been established as and authorized to be the official redevelopment agency to carry out in the City of Las Vegas the functions and requirements of the Community Redevelopment Law of the State of Nevada (Nevada Revised Statutes Section 279.382 et seq.) and to implement the Redevelopment Plan; and

WHEREAS, the Agency has proposed an Amendment to the Redevelopment Plan (the "Plan Amendment"), attached hereto as Exhibit A and incorporated herein by this reference, which will add area (the "Added Area") to the existing Redevelopment Area, which area is legally described in Exhibit B, attached hereto and incorporated herein by this reference; and

WHEREAS, the Agency submitted to the Planning Commission of the City of Las Vegas (the "Planning Commission") the proposed Plan Amendment, and the Planning Commission, by its resolution approved and adopted on August 27, 1996, has recommended the approval and adoption of the proposed Plan Amendment; and

WHEREAS, the City Council has received from the Agency the proposed Plan Amendment, together with the Report of the Agency to the City Council; and

CERTIFIED AS A TRUE COPY
CITY CLERK, CITY OF LAS VEGAS
NEVADA
(27 pages - 11/13/96)

WHEREAS, the City Council and the Agency held a joint public hearing in the City Council Chambers, 400 East Stewart Avenue, Las Vegas, Nevada, on ~~October 16~~ December 4, 1996, to consider adoption of the proposed Plan Amendment; and

WHEREAS, a notice of said hearing was duly and regularly published in the Las Vegas *Review-Journal*, a newspaper of general circulation in the City of Las Vegas, once a week for four successive weeks prior to the date of said hearing, and a copy of said notice and affidavit of publication are on file with the City Clerk and the Agency; and

WHEREAS, copies of the notice of joint public hearing and a statement concerning acquisition of property by the Agency were mailed by first-class mail to the last known owner of each parcel of land in the proposed Added Area as shown on the records of the Clark County Assessor; and

WHEREAS, the City Council has considered the Report of the Agency, the report and recommendations of the Planning Commission and the proposed Plan Amendment, has provided an opportunity for all persons to be heard and has received and considered all evidence and testimony presented for or against any and all aspects of the proposed Plan Amendment; and

WHEREAS, all actions required by law have been taken by all appropriate public bodies;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. That the purpose and intent of the City Council with respect to the Added Area is to accomplish the following: (a) the elimination of environmental deficiencies and blight which constitute either social or economic liabilities or both and require redevelopment in the interests of the health, safety and general welfare of the people, including, among others, small and/or irregular lots, obsolete and aged building types, economic and social deficiencies, deteriorated public improvements, inadequate parking facilities and inadequate utilization of land and public facilities; (b) the assembly of land into parcels suitable for modern, integrated development and allowing for improved pedestrian

and vehicular circulation; (c) the replanning, redesign and development of undeveloped areas which are stagnant or improperly utilized; (d) the strengthening of retail, office and other commercial and residential functions in the Added Area; (e) the strengthening and diversification of the economic base of the Added Area and the community by the installation of needed site improvements to stimulate new commercial expansion, employment and economic growth; (f) the provision of adequate land for parking and open spaces; (g) the establishment of financial mechanisms to assist in the upgrading and/or redevelopment of properties in the Added Area; (h) the provision of necessary public improvements to correct existing deficiencies; (i) the establishment and implementation of performance criteria to assure high site design standards and environmental quality and other design elements; (j) the minimization of conflict between pedestrian and automobile traffic and the improvement of transportation efficiency; (k) the orderly development of the Added Area; (l) the rehabilitation and preservation of historically and architecturally worthwhile structures and sites; (m) the provision of an environment where a socially balanced community can work and live by providing jobs and housing for persons of varying social, economic and ethnic groups; and (n) the upgrading of the quality of life in the Added Area.

Section 2. The City Council hereby finds and determines that:

(a) The Added Area is a blighted area, the redevelopment of which is necessary to effectuate the public purposes declared in the Community Redevelopment Law. This finding is based upon the following conditions which characterize the Added Area, as more particularly set forth in the *Report* of the Agency to the City Council:

(1) The existence of a combination of physical and economic conditions, including: buildings that are deteriorated and dilapidated; buildings suffering from defects in design or physical construction; buildings which are substandard due to age, obsolescence, mixed character and shifting of uses; the inadequate provision of open spaces and recreational facilities; and economic deterioration or disuse resulting from faulty planning;

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(2) The subdividing and sale of lots of irregular form and shape and inadequate size for proper usefulness and development;

(3) The existence of inadequate streets and open spaces;

(4) A prevalence of economic maladjustment evidenced by a stagnation of or decline in retail sales thereby reducing the tax receipts available to pay for public services to the Added Area;

(5) A lack of proper utilization of parts of the Added Area resulting in a stagnant and unproductive condition of land which is potentially useful and valuable for contributing to the public health, safety and welfare; and

(6) A loss of population and reduction of proper use of parts of the Added Area resulting in its further deterioration and added costs to the taxpayer for the creation of new public facilities and services elsewhere.

(b) The Plan Amendment will redevelop of the Added Area in conformity with the Community Redevelopment Law and in the interests of the peace, health, safety and welfare of the community. This finding is based upon the fact that redevelopment of the Added Area will implement the objectives of the Community Redevelopment Law by: aiding in the elimination and correction of the conditions of blight; providing for planning, development, redesign, clearance, reconstruction or rehabilitation of properties which need improvement; improving, increasing and preserving the supply of low- and moderate-income housing within the community; providing additional employment opportunities; and providing for higher economic utilization of potentially useful land.

(c) The Plan Amendment conforms to the General Plan of the City of Las Vegas. This finding is based upon the finding of the Planning Commission that the Plan Amendment conforms to the General Plan of the City of Las Vegas.

(d) The condemnation of real property, as provided for in the Plan Amendment, is necessary to the execution of the Plan Amendment and adequate provisions have been made for payment for property to be acquired as provided by law. This finding is

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based upon the need to ensure that the provisions of the Redevelopment Plan, as amended by the Plan Amendment, will be carried out and to prevent the recurrence of blight.

(e) Adequate permanent housing is or will be made available in the community for displaced occupants of the Added Area, at rents comparable to those in the community at the time of displacement, if the Plan Amendment results in the temporary or permanent displacement of any occupants of housing in the Added Area. This finding is based upon the fact that the Agency's plan for relocation, as contained in the Report of the Agency to the City Council, and the Redevelopment Plan, as amended by the Plan Amendment, provide for relocation assistance and benefits according to law and authorize the Agency to provide other assistance as determined to be appropriate under the circumstances.

(f) All noncontiguous areas of the Added Area are either blighted or necessary for effective redevelopment of the Redevelopment Area. This finding is based upon the fact that the boundaries of the Added Area were chosen to include lands that were underutilized because of blighting influences, or affected by the existence of blighting influences, and land uses significantly contributing to the condition of blight, which inclusion is necessary to accomplish the objectives and benefits of the Redevelopment Plan, as amended by the Plan Amendment.

(g) Inclusion of any lands, buildings or improvements in the Added Area which are not detrimental to the public health, safety or welfare is necessary for the effective redevelopment of the entire area of which they are a part. This finding is based upon the fact that the boundaries of the Added Area were chosen as a unified and consistent whole to include all properties contributing to or affected by the blighting conditions characterizing the Added Area.

(h) Adequate provisions have been made for the payment of the principal of and interest on any bonds which may be issued by the Agency as provided in the Redevelopment Plan as amended by the Plan Amendment. This finding is based upon the fact that the Redevelopment Plan authorizes the allocation of taxes to the Agency pursuant to

NRS 279.676 ("tax increments") and pledges those tax increments to the repayment of indebtedness incurred by the Agency to carry out projects in the Redevelopment Area. Further, the Redevelopment Plan authorizes the Agency to obtain financial assistance from available public or private sources, including the City of Las Vegas, State of Nevada and federal government, interest income, donations, loans from private financial institutions and/or the lease or sale of Agency-owned property, in order to finance projects in the Redevelopment Area.

Section 3. The Redevelopment Plan for the Downtown Las Vegas Redevelopment Area, as adopted by Ordinance No. 3218 and amended by Ordinance No. 3339 and Ordinance No. 3637, is hereby amended as set forth in the attached "Amendment to the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area," incorporated herein and made a part hereof by this reference. As so amended, the Redevelopment Plan is hereby incorporated by reference herein and designated as the official Redevelopment Plan for the Downtown Las Vegas Redevelopment Area.

The Executive Director of the Agency is hereby authorized to combine the Redevelopment Plan and the Plan Amendment into a single document, and said document, when filed with the City Clerk and the Secretary of the Agency, shall constitute the official Redevelopment Plan.

Section 4. Ordinance No. 3218, Ordinance No. 3339 and Ordinance No. 3637 are continued in full force and effect as amended by this Ordinance.

Section 5. The City Clerk is hereby directed to send a certified copy of this Ordinance to the Agency, whereupon the Agency is vested with the responsibility for carrying out the Redevelopment Plan as amended by the Plan Amendment.

Section 6. The City Clerk is hereby directed to record with the County Recorder of Clark County a description of the land within the Added Area and a statement that proceedings for the redevelopment of the Added Area have been instituted under the Community Redevelopment Law.

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Section 7. The City Clerk is hereby directed to transmit, within thirty (30) days after the approval and adoption by the City Council of the Plan Amendment pursuant to this Ordinance, a copy of the description and statement recorded pursuant to Section 7 above, a copy of the Ordinance adopting the Plan Amendment and a map or plat indicating the boundaries of the Redevelopment Area, including the Added Area, to: (a) the auditor and tax assessor of Clark County; (b) the officer who performs the functions of auditor or assessor for any taxing agency which, in levying or collecting its taxes, does not use the Clark County assessment roll or does not collect its taxes through Clark County; and (c) the governing body of each of the taxing agencies which levies taxes upon any property in the Redevelopment Area, as amended.

Section 8. Effective Date. This Ordinance shall be in full force and effect the day after publication pursuant to Section 9 hereof.

Section 9. Publication. The City Clerk is hereby ordered and directed to certify to the passage of this Ordinance and to cause the same to be published by title, together with an adequate summary including any amendments, once in the *Las Vegas Review Journal*, a newspaper of general circulation, published and circulated in the City of Las Vegas, Nevada.

Section 10. Severability. If any part of this Ordinance, or the Plan Amendment which it approves, is held to be invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance or of the Plan Amendment, and this City Council hereby declares that it would have passed the remainder of the Ordinance, or approved the remainder of the Plan Amendment if such invalid portion thereof had been deleted.

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PASSED, ADOPTED and APPROVED this 4th day of November, 1996.

APPROVED:

By _____
JAN LAVERTY JONES, Mayor

APPROVED AS TO FORM:

By _____ Date

ATTEST:

_____
BARBARA JO RONEMUS, Acting City Clerk

The above and foregoing ordinance was first proposed and read by title to the City Council on the 2nd day of October, 1996 and referred to the following committee composed of Councilman McDonald and Mayor Jones, for recommendation; thereafter the said committee reported favorably on said ordinance on the 4th day of November, 1996 which was recessed meeting of said Council; that at said recessed meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": Councilman Adamsen, McDonald and Mayor Jones

VOTING "NAY": NONE

ABSENT: Councilman Callister

ABSTAINED: Councilman Reese and

APPROVED:

_____
JAN LAVERTY JONES, Mayor

ATTEST:

_____
BARBARA JO RONEMUS, Acting City Clerk

961122.00847

CLARIFICATION

The note contained in the margin on Page 2 of this Ordinance explains the date change on Line 2 of Page 2. It reads as follows:

"The City of Las Vegas Redevelopment meeting and the Council meeting of October 16, 1996, were recessed to November 4, 1996 at 1:00, time certain, for purposes of conducting the public hearing. Additionally, persons who could not attend on November 4, entered comments under citizen's participation during the agency's October 16 meeting. Those comments were incorporated as part of the record of the joint hearing on November 4, 1996." BJ

AMENDMENT TO THE REDEVELOPMENT PLAN FOR THE LAS VEGAS REDEVELOPMENT AREA

In that certain Redevelopment Plan (herein, the "Plan") for the Las Vegas Redevelopment Area, as adopted by the City Council of the City of Las Vegas by Ordinance No. 3319 on [illegible] 19[illegible], and amended by Ordinance No. [illegible] on [illegible] 19[illegible], the following amendments are made as an attachment.

1. Paragraph C. of Section 200 of the Plan is hereby amended to read as follows:

   C. "Map" means the Redevelopment Plan Map and the "Extension of Redevelopment Area Boundaries Plan Maps".

2. Section 300 of the Plan is hereby amended to read as follows:

   The boundaries of the Redevelopment Area are described in the "Legal Description of the Downtown Redevelopment Area," and the "Extension of the Redevelopment Area Boundaries Legal Description" attached hereto as Attachment No. 1 and incorporated herein by reference, and are shown on the "Downtown Las Vegas Redevelopment Area Map," and the "Extension of Boundaries Redevelopment Area Maps" attached hereto as Attachment No. 2 and incorporated herein by reference.

3. Section 500 of the Plan is hereby amended to read as follows:

   The "Redevelopment Plan Map," and the "Extension of Redevelopment Area Boundaries Maps" which appear in Attachment No. 3 of this Plan, illustrate the location of the Redevelopment Area boundaries.

layout of the principal streets within the Redevelopment Area and the proposed land uses to be permitted in the Redevelopment Area, for all land - public, semi-public and private. All development shall conform to the requirements of applicable state statutes and local codes as they now exist or are hereafter amended.

4. The first paragraph of Section 310.13 of the Plan is hereby amended to read as follows:

The principal streets and highways in the Redevelopment Area are shown on the Map and include, but are not limited to:

North-South Streets	East-West Streets
Main Street	Washington Avenue
Las Vegas Boulevard	Bonanza Road
Maryland Parkway	Fremont Street
Highland Drive	Charleston Boulevard
Eastern Avenue	Sahara Avenue
Decatur Boulevard	Vegas Drive
Martin Luther King Blvd.	Lake Mead Blvd.
Rancho Street	Owens Avenue
Bruce Street	

5. Section 320.4 of the Plan is hereby amended to read as follows:

The number of dwelling units presently in the Redevelopment Area is approximately 2,278, and the "Extension of the Redevelopment Area Boundaries" is approximately 373.

6. The second paragraph of Section 320.8 of the Plan is hereby amended to read as follows:

Sufficient space shall be maintained between buildings in all areas to provide adequate landscaping, light, air and privacy.

7. Include with the existing Attachment No. 1, the "Legal Description of the Redevelopment Area," the

"Extension of the Redevelopment Area Boundaries Legal Description," attached hereto as Exhibit A and incorporated herein by reference.

8. Include with the existing Attachment No. 2 the "Las Vegas Redevelopment Area Map," the "Extension of the Redevelopment Area Boundaries Maps," attached hereto as Exhibit B and incorporated herein by reference.

9. Include with the existing Attachment No. 3, the "Redevelopment Plan Map," the "Extension of the Redevelopment Area Boundaries Plan Maps," attached hereto as Exhibit C and incorporated herein by reference.

10. Section 510 of the Plan needs to add two additional Designated Land Uses as described in the General Plan, Chapter 2.1.4 General Plan Land Use Classifications System, and incorporated herein by reference, are the "O" (Office) and "L/R" (Light Industry//Research) land use definitions, more fully described as follows:

"Office (O): The Office category provides for small lot office conversions as a transition, along Primary and Secondary streets, from residential to commercial uses, and for large planned office areas. Permitted uses include business, professional and financial offices as well as offices for individuals, civic, social, fraternal and other non-profit organizations."

"Light Industry/Research (L/R): This light industry/research category allows areas appropriate for clean, low-intensity (non-polluting and non-nuisance) industrial uses, including light manufacturing, assembling and processing, warehousing and distribution, and research, development and testing laboratories. Typical supporting and ancillary general uses are also allowed."

11. Section 520.15 of the Plan is hereby amended to read as follows:

Within the limits, restrictions and controls established in this Plan, the Agency is authorized to establish heights of buildings, land coverage, setback requirements, design criteria, traffic circulation, traffic access and other development and design controls necessary for proper development of both private and public areas within the Redevelopment Area.

No new improvement shall be constructed, and no existing improvement shall be substantially modified, altered, repaired or rehabilitated except in accordance with this Plan and any such controls, and in the case of property which is the subject of a disposition and development or participation agreement with the Agency, and any other property, in the discretion of the Agency, in accordance with architectural, landscape and site plans submitted to and approved in writing by the Agency. One of the objectives of this Plan is to create an attractive and pleasant environment in the Redevelopment Area. Therefore, such plans shall give consideration to good design, open space, and other amenities to enhance the aesthetic quality of the Redevelopment Area. The Agency shall not approve any plans that do not comply with this Plan. The Agency is hereby authorized to assign responsibility for the review and approval of such plans to the staff of the Agency should it so choose.

Plans shall address all proposed improvements to the site and include scale drawings of the site plan indicating front, side and rear yards, landscaping, streetscaping, signage and graphics. Plans shall indicate screening for objectionable external apparatus including roof mounted equipment. Exterior elevations and other presentation drawings shall identify all exterior massing, materials and color. Plans shall incorporate a report detailing the abatement of any environmental issues associated with the operation of the proposed development including noise, odor, glare, vibration, smoke, dust,

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ashes, radiation, hazardous or noxious wastes or any other factors requested by the Agency. Roof tops within the Redevelopment Area shall be designed as architectural element recognizing that adjacent or nearby neighbors may view onto those conditions.

EXHIBIT "A"

PROPOSED ADDED AREA

Those portions of Section 24 and Section 25, Township 20 South, Range 60 East, M.D.M., and those portions of Section 19, Section 21, Section 28, Section 29, Section 30, Section 35, and Section 36 in Township 20 South, Range 61 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, described as follows:

PARCEL 1

BEGINNING at the intersection of the West line of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section 19, Township 20 South, Range 61 East, M.D.M., with the Westerly prolongation of the North line of Parcel 1 as shown on File 23 of Parcel Maps, Page 3 of Clark County, Nevada Records;
thence Easterly along said Westerly prolongation and the North line of said Parcel 1 to the West line of Parcel 2 as shown on said File 23 of Parcel Maps, Page 3;
thence Southerly along said West line and the Southerly prolongation thereof to the North line of Section 30, Township 20 South, Range 61 East, M.D.M.,
thence Easterly along said North line to the Northerly prolongation of the East line of that certain parcel of land described by DEED to the STATE OF NEVADA, recorded August 7, 1959 as Document Number 169655 of Clark County, Nevada Records;
thence Southerly along said Northerly prolongation and the East line of said STATE OF NEVADA Parcel to the South line of said STATE OF NEVADA Parcel;
thence Westerly along said South line and the Westerly prolongation thereof to the East Right-of-Way line of DECATUR BOULEVARD;
thence Southerly along said East Right-of-Way line to the North line of the Southwest Quarter (SW 1/4) of said Section 30;
thence Easterly along said North line to the Northerly prolongation of the West line of CHARLESTON ESTATES TRACT NO. 7-A, a recorded subdivision;
thence Southerly along said Northerly prolongation and the West line of said CHARLESTON ESTATES TRACT 7-A and the Westerly line of CHARLESTON ESTATES TRACT NO. 73, a recorded subdivision, to the South line of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of said Section 30;
thence Westerly along said South line and the Westerly prolongation thereof to the West Right-of-Way line of DECATUR BOULEVARD;
thence Northerly along said West Right-of-Way line to the South line of Lot 17, Block 6 of LAS VEGAS SQUARE, a recorded subdivision;
thence Westerly along said South line and the South line of Lot 40, Block 6 of said LAS VEGAS SQUARE to the East Right-of-Way line of YALE STREET;

EXHIBIT "A"
PROPOSED ADDED AREA
CONTINUED

thence Northerly along said East Right-of-Way line to the North line of the South 31 feet of Lot 2, Block 1 of GOLF RIDGE TERRACE UNIT NO. 1, a recorded subdivision;
thence Easterly along said North line to the West Right-of-Way line of DECATUR BOULEVARD;
thence Northerly along said West Right-of-Way line to the centerline of CARMEN BOULEVARD;
thence Westerly along said centerline to the East Right-of-Way line of VALE STREET;
thence Northerly along said East Right-of-Way line to the South line of GOLF RIDGE TERRACE UNIT NO. 7-E, a recorded subdivision;
thence Westerly along said South line to the West line of said GOLF RIDGE TERRACE UNIT NO. 7-E;
thence Northerly along said West line to the South line of GOLF RIDGE TERRACE UNIT NO. 7-F,a recorded subdivision;
thence Easterly along said South line to the East line of said GOLF RIDGE TERRACE UNIT NO. 7-F;
thence Northerly along said East line to the South line of Section 24, Township 20 South, Range 60 East, M.D.M.;
thence Easterly along said South line to the West line of the East 210 feet of the South Half (S 1/2) of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of said Section 24;
thence Northerly along said West line to the North line of the South Half (S 1/2) of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of said Section 24;
thence Easterly along said North line to the West line of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of said Section 24;
thence Northerly along said West line to the North line of the Southeast Quarter (SE 1/4) of said Section 24;
thence Easterly along said North line to the East line of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of said Section 24;
thence Southerly along said East line to the POINT OF BEGINNING.

PARCEL 2

BEGINNING at the Northwest corner of the East Half (E 1/2) of the Southwest Quarter (SW 1/4) of Section 21, Township 20 South, Range 61 East, M.D.M.;
thence Easterly along the North line of the East Half (E 1/2) of the Southwest Quarter (SW 1/4) of said Section 21 to the West line of the East 330 feet of the East Half (E 1/2) of the Southwest Quarter (SW 1/4) of said Section 21;

EXHIBIT "A"
PROPOSED ADDED AREA
CONTINUED

thence Southerly along said West Line to the South line of the East Half (E 1/2) of the Southwest Quarter (SW 1/4) of said Section 21;
thence Westerly along said South line to the West line of the East Half (E 1/2) of the Southwest Quarter (SW 1/4) of said Section 21;
thence Northerly along said West line to the POINT OF BEGINNING.

PARCEL 3

BEGINNING at the Northeast corner of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section 29, Township 20 South, Range 61 East, M.D.M.;
thence Southerly along the East line of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of said Section 29 and the Southerly prolongation thereof to the South Right-of-Way line WASHINGTON AVENUE;
thence Westerly along said South Right-of-Way line to the East line of that certain parcel of land described by DEED to the City OF LAS VEGAS, recorded May 24, 1979 as Instrument Number 1019366 of Clark County, Nevada Records;
thence Southerly along said East line to the North Right-of-Way line of ERNEST MAY LANE;
thence Easterly along said North Right-of-Way line to the East line of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of said Section 29;
thence Southerly along said East line to the South line of ROBIN MANOR, a recorded subdivision;
thence Easterly along said South line and the Easterly prolongation thereof to the East Right-of-Way line of DIKE LANE;
thence Southerly along said East Right-of-Way line to the North line of that certain parcel of land described as PARCEL A of that certain DEED to FRANCHISE REALTY INTERSTATE CORPORATION, recorded July 6, 1967 as Instrument Number 648248 of Clark County, Nevada Records;
thence Easterly along said North line to the East line of said PARCEL A;
thence Southerly along said East line and the Southerly prolongation thereof to the South Right-of-Way line of BONANZA ROAD;
thence Westerly along said South Right-of-Way line to the West line of BONANZA PARK, a recorded subdivision;
thence Southerly along said West line to the North Right-of-Way line of CRAN K. GRAGSON HIGHWAY (US-95);
thence Westerly along said North Right-of-Way Line to the Northeast Right-of-Way line of RANCHO DRIVE;
thence Northwesterly along said Northeast Right-of-Way line to the South line of the North Half (N 1/2) of the Southeast Quarter (SE 1/4) of said Section 29;

EXHIBIT "A"
PROPOSED ADDED AREA
CONTINUED

thence Westerly along said South line to the Southwest Right-of-Way line of RANCHO DRIVE;
thence Northwesterly along said Southwest Right-of-Way line to the North Right-of-Way line of BONANZA ROAD;
thence Westerly along said North Right-of-Way line to the South line of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of said Section 29;
thence Westerly along said South line to the West line of the East 613.12 feet (measured along the North line) of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of said Section 29;
thence Northerly along said West line to the North line of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of said Section 29;
thence Easterly along said North line to the Northeast Right-of-Way line of RANCHO DRIVE;
thence Northwesterly along said Northeast Right-of-Way line to the Southeast line of TWIN LAKES VILLAGE, UNIT 3, a recorded subdivision;
thence Northeasterly and Easterly along said Southeast line to the West line of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section 29;
thence Northerly along said West line to the North line of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of said Section 29;
thence Easterly along said North line to the POINT OF BEGINNING.

PARCEL 4

BEGINNING at the Northwest corner of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section 25, Township 20 South, Range 61 East, M.D.M.;
thence Easterly along the North line of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of said Section 25 to the East line of the West 793.63 feet (measured along said North line) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of said Section 25;
thence Southerly along said East line to the South line of the North 769.93 feet (measured along the West line) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of said Section 25;
thence Westerly along said South line to the West line of PARCEL NO. 1 as shown on File 29 of Parcel Maps, Page 51 of Clark County, Nevada Records;
thence Southerly along said West line and the Southerly prolongation thereof to the centerline of SEARLES AVENUE;
thence Easterly along said centerline to the West line of THE MEWS, a recorded subdivision;

EXHIBIT "A"
PROPOSED ADDED AREA
CONTINUED

thence Southerly along said West line to the centerline of DEMITRIUS AVENUE;
thence Westerly along said centerline to the East Right-of-Way line of EASTERN AVENUE;
thence Southerly along said East Right-of-Way line to the South line of WASHINGTON ADDITION UNIT NO. 2, a recorded subdivision;
thence Easterly along said South line to the West line of PARCEL 1 as shown on File 61 of Parcel Maps, Page 77 of Clark County, Nevada Records;
thence Southerly along said West line to the South line of LOT 2A as shown on File 26 of Parcel Maps, Page 68 of Clark County, Nevada Records;
thence Westerly along said South line to the East Right-of-Way line of EASTERN AVENUE;
thence Southerly along said East Right-of-Way line to the North line of the North Half (N 1/2) of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of said Section 25;
thence Easterly along said North line to the East line of the West 350 feet of the North Half (N 1/2) of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of said Section 25;
thence Southerly along said East line to the South line of the North 350 feet of the North Half (N 1/2) of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of said Section 25;
thence Westerly along said South line to the East Right-of-Way line of EASTERN AVENUE;
thence Southerly along said East Right-of-Way line to the North line of the South 155 feet of the North Half (N 1/2) of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of said Section 25;
thence Easterly along said North line to the East line of the West 200 feet of the North Half (N 1/2) of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of said Section 25;
thence Southerly along said East line to the North line of the North Half (N 1/2) of the South Half (S 1/2) of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of said Section 25;
thence Easterly along said North line to the West line of TANKEL'S NORTH ADDITION No. 2, a recorded subdivision;
thence Southerly along said West line to the North line of the South Half (S 1/2) of the South Half (S 1/2) of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of said Section 25;
thence Westerly along said North line to the East Right-of-Way line of EASTERN AVENUE;
thence Southerly along said East Right-of-Way line to the North line of Section 36, Township 20 South, Range 61 East, M.D.M.;
thence Easterly along said North line to the Northerly prolongation of the East line of Lot 1, Block 1 of ARTESIAN ACRES, a recorded subdivision;

EXHIBIT "A"
PROPOSED ADDED AREA
CONTINUED

thence Southerly along said Northerly prolongation and the East lines of Lots 1 through 4, Block 1 and Lots 1 and 2, Block 3 of said ARTESIAN ACRES to the North Right-of-Way line of the I-515 EXPRESSWAY;
thence Northwesterly along said North Right-of-Way line to the East Right-of-Way line of EASTERN AVENUE;
thence Southerly along said East Right-of-Way line to the South Right-of-Way line of the I-515 EXPRESSWAY;
thence Easterly along said South Right-of-Way line to the East Right-of-Way line of that certain parcel of land described as Parcel I-515-CL-074.265 of that certain QUITCLAIM DEED to the CITY OF LAS VEGAS, recorded October 3, 1989 in Book 891003 as Instrument Number 00419 of Clark County, Nevada Records;
thence Southerly along said East Right-of-Way line and the Southerly prolongation thereof to the North line of the Southwest Quarter (SW 1/4) of said Section 36;
thence Easterly along said North line to the West Right-of-Way line of TWENTY-EIGHTH STREET;
thence Southerly along said West Right-of-Way line to the South Right-of-Way line of SUNRISE AVENUE;
thence Westerly along said South Right-of-Way line to the East line of SUNRISE PARK TRACT NO. 1, a recorded subdivision;
thence Southerly along said East line to the centerline of VALLEY STREET;
thence Westerly along said centerline to the West line of the Southwest Quarter (SW 1/4) of said Section 36;
thence Northerly along said West line to the South line of MOSS TRACT NO. 3, a recorded subdivision;
thence Westerly along said South line to the West Right-of-Way line of EASTERN AVENUE;
thence Northerly along said West Right-of-Way line to the North line of said MOSS TRACT NO. 3;
thence Westerly along said North line to the East line of GIBSON & JONES ADDITION, a recorded subdivision;
thence Northerly along said East line to the South line of the Northeast Quarter (NE 1/4) of Section 35, Township 20 South, Range 61 East, M.D.M.;
thence Westerly along said South line to the centerline of TWENTY-THIRD STREET;
thence Northerly along said centerline to the South Right-of-Way line of the I-515 EXPRESSWAY;
thence Westerly along said South Right-of-Way line to the centerline of BRUCE STREET;
thence Northerly along said centerline to the North Right-of-Way line of the I-515 EXPRESSWAY;
thence Easterly along said North Right-of-Way line to the South Right-of-Way line of POPLAR AVENUE;

EXHIBIT "A"
PROPOSED ADDED AREA
CONTINUED

thence Northerly to the Southwest corner of Lot 29, Block 3 of BOULDER DAM HOMESITE ADDITION TRACT NO. 4, a recorded subdivision; thence Northerly along the West line of said Lot 29, Block 3 and the West line of Lot 21, Block 3 of said BOULDER DAM HOMESITE ADDITION TRACT NO. 4 and the Northerly prolongation thereof to the centerline of CEDAR AVENUE;
thence Westerly along said centerline to the Southerly prolongation of the West line of Lot 30, Block 2 of said BOULDER DAM HOMESITE ADDITION TRACT NO. 4;
thence Northerly along said Southerly prolongation and the West line of said Lot 30, Block 2 to the North line of said Lot 30, Block 2;
thence Easterly along the North lines of Lots 30 and 29, Block 2 of said BOULDER DAM HOMESITE ADDITION TRACT NO. 4 to the Southerly prolongation of the West line of Lot 21, Block 2 of said BOULDER DAM HOMESITE ADDITION TRACT NO. 4;
thence Northerly along said Southerly prolongation and the West line of said Lot 21, Block 2 to the centerline of MESQUITE AVENUE;
thence Westerly along said centerline to the Southerly prolongation of the West line of Lot 27, Block 1 of said BOULDER DAM HOMESITE ADDITION TRACT NO. 4;
thence Northerly along said Southerly prolongation and the West line of said Lot 27, Block 1 and the West line of Lot 20, Block 1 of said BOULDER DAM HOMESITE ADDITION TRACT NO. 4 and the Northerly prolongation thereof to the centerline of WALNUT AVENUE;
thence Westerly along said centerline to the East line of BOULDER DAM HOMESITE ADDITION NO. 6, a recorded subdivision;
thence Northerly along said East line to the North Right-of-Way line of BONANZA ROAD;
thence Easterly along said North Right-of-Way line to the East line of that certain 15 foot wide, North-South alley in Block 5 of GREATER LAS VEGAS ADDITION TRACT 1, a recorded subdivision;
thence Northerly along said East line to the South line of Lot 10, Block 5 of said GREATER LAS VEGAS ADDITION TRACT 1;
thence Easterly along the South line of said Lot 10, Block 5 and the South lines of Lots 9, 8, 7, 6, 5, 4 and 3, Block 5 of said GREATER LAS VEGAS ADDITION TRACT 1 to the East line of said Lot 3, Block 5;
thence Northerly along said East line and the Northerly prolongation thereof to the centerline of WILSON AVENUE;
thence Easterly along said centerline to the Southerly prolongation of the West line of Lot 46, Block 4 of said GREATER LAS VEGAS ADDITION TRACT 1;
thence Northerly along said Southerly prolongation and the West line of said Lot 46, Block 4 and the West lines of Lots 47 through 52, Block 4 of said GREATER LAS VEGAS ADDITION TRACT 1 to the North line of said Lot 52, Block 4;
thence Easterly along said North line to the West Right-of-Way line of EASTERN AVENUE;

EXHIBIT "A"
PROPOSED ADDED AREA
CONTINUED

thence Northerly along said West Right-of-Way line to the North line of Lot 167, Block 6 of the AMENDED PLAT OF GREATER LAS VEGAS ADDITION 3 UNIT NO. 5-B, a recorded subdivision;
thence Westerly along said North line and the North lines of Lots 168 through 170, Block 6 of said AMENDED PLAT OF GREATER LAS VEGAS ADDITION 3 UNIT NO. 5-B to the East line of Lot 172, Block 6 of said AMENDED PLAT OF GREATER LAS VEGAS ADDITION 3 UNIT NO. 5-B;
thence Northerly along said East line and the East lines of Lots 173 and 174, Block 6 of said AMENDED PLAT OF GREATER LAS VEGAS ADDITION 3 UNIT NO. 5-B and the Northerly prolongation thereof to the centerline of SEARLES AVENUE;
thence Westerly along said centerline to the centerline of TWENTY-THIRD STREET;
thence Northerly along said centerline to the North line of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of said Section 26;
thence Easterly along said North line to the POINT OF BEGINNING.

WHEN RECORDED MAIL TO:
CITY CLERK - CITY HALL
400 EAST STEWART AVENUE
LAS VEGAS, NEVADA 89101

CLARK COUNTY, NEVADA
JUDITH A. VANDEVER, RECORDER
RECORDED AT REQUEST OF:

LAS VEGAS CITY
11-22-96 08:52 DGR 22
OFFICIAL RECORDS
BOOK: 961122 INST: 00847
FEE: 27.00 APTT: .00

ORIGINAL

RE-RECORDED 4:18 PM

Recording Requested by
and When Recorded Return to:

City Clerk
City of Las Vegas
400 East Stewart Avenue
Las Vegas, NV 89101

THIS DOCUMENT IS BEING RE RECORDED TO INSERT THE RECORDERS FILE AND DATE.

NOTICE OF ADOPTION OF AMENDMENT TO THE
REDEVELOPMENT PLAN FOR THE
DOWNTOWN LAS VEGAS REDEVELOPMENT AREA

NOTICE IS HEREBY GIVEN that the City Council of the City of Las Vegas adopted Ordinance No. 4036 on November 4, 1996, approving and adopting the Amendment ot the Redevelopment Plan (the "Plan Amendment") for the Downtown Las Vegas Redevelopment Area (the "Redevelopment Area").

The legal description of the boundaries of the Redevelopment Area are as disclosed by that instrument executed by the City Clerk of the City of Las Vegas and recorded on November 22, 1996, as Recorder's File No. Book # 961122 INST # 00347

The legal description of the boundaries of the area added to the Redevelopment Area by the Plan Amendment (the "Added Area") is attached hereto as Exhibit A and incorporated herein by reference.

Proceedings for the redevelopment of the Added Area have been instituted under the Community Redevelopment Law (Nevada Revised Statutes Section 279.382 et seq.)

Filed for recordation with the County Recorder of Clark County by order of the City Council of the City of Las Vegas, Nevada.

Dated: November 19, 1996

Barbara Jo Ronemus
Acting City Clerk
City of Las Vegas
BARBARA Jo RONEMUS

Attachment

EXHIBIT "A"
PROPOSED ADDED AREA

Those portions of Section 24 and Section 25, Township 20 South, Range 60 East, M.D.M., and those portions of Section 19, Section 21, Section 29, Section 26, Section 29, Section 30, Section 35, and Section 36 in Township 20 South, Range 61 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, described as follows:

PARCEL 1

BEGINNING at the intersection of the West line of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section 19, Township 20 South, Range 61 East, M.D.M., with the Westerly prolongation of the North line of Parcel 1 as shown on File 23 of Parcel Maps, Page 3 of Clark County, Nevada Records;
thence Easterly along said Westerly prolongation and the North line of said Parcel 1 to the West line of Parcel 2 as shown on said File 23 of Parcel Maps, Page 3;
thence Southerly along said West line and the Southerly prolongation thereof to the North line of Section 30, Township 20 South, Range 61 East, M.D.M.,
thence Easterly along said North line to the Northerly prolongation of the East line of that certain parcel of land described by DEED to the STATE OF NEVADA, recorded August 7, 1959 as Document Number 169456 of Clark County, Nevada Records;
thence Southerly along said Northerly prolongation and the East line of said STATE OF NEVADA Parcel to the South line of said STATE OF NEVADA Parcel;
thence Westerly along said South line and the Westerly prolongation thereof to the East Right-of-Way line of DECATUR BOULEVARD;
thence Southerly along said East Right-of-Way line to the North line of the Southwest Quarter (SW 1/4) of said Section 30;
thence Easterly along said North line to the Northerly prolongation of the West line of CHARLESTON ESTATES TRACT NO. 7-A, a recorded subdivision;
thence Southerly along said Northerly prolongation and the West line of said CHARLESTON ESTATES TRACT 7-A and the Westerly line of CHARLESTON ESTATES TRACT NO. 7B, a recorded subdivision, to the South line of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of said Section 30;
thence Westerly along said South line and the Westerly prolongation thereof to the West Right-of-Way line of DECATUR BOULEVARD;
thence Northerly along said West Right-of-Way line to the South line of Lot 17, Block 5 of LAS VEGAS SQUARE, a recorded subdivision;
thence Westerly along said South line and the South line of Lot 40, Block 6 of said LAS VEGAS SQUARE to the East Right-of-Way line of YALE STREET;

EXHIBIT "A"
PROPOSED ADDED AREA
CONTINUED

thence Northerly along said East Right-of-Way line to the North line of the South 31 feet of Lot 2, Block 1 of GOLF RIDGE TERRACE UNIT NO. 1, a recorded subdivision;
thence Easterly along said North line to the West Right-of-Way line of DECATUR BOULEVARD;
thence Northerly along said West Right-of-Way line to the centerline of CARMEN BOULEVARD;
thence Westerly along said centerline to the East Right-of-Way line of VALE STREET;
thence Northerly along said East Right-of-Way line to the South line of GOLF RIDGE TERRACE UNIT NO. 7-E, a recorded subdivision;
thence Westerly along said South line to the West line of said GOLF RIDGE TERRACE UNIT NO. 7-E;
thence Northerly along said West line to the South line of GOLF RIDGE TERRACE UNIT NO. 7-F, a recorded subdivision;
thence Easterly along said South line to the East line of said GOLF RIDGE TERRACE UNIT NO. 7-F;
thence Northerly along said East line to the South line of Section 24, Township 20 South, Range 60 East, M.D.M.;
thence Easterly along said South line to the West line of the East 210 feet of the South Half (S 1/2) of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of said Section 24;
thence Northerly along said West line to the North line of the South Half (S 1/2) of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of said Section 24;
thence Easterly along said North line to the West line of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of said Section 24;
thence Northerly along said West line to the North line of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of said Section 24;
thence Easterly along said North line to the East line of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of said Section 24;
thence Southerly along said East line to the POINT OF BEGINNING.

PARCEL 2

BEGINNING at the Northwest corner of the East Half (E 1/2) of the Southwest Quarter (SW 1/4) of Section 21, Township 20 South, Range 61 East, M.D.M.;
thence Easterly along the North line of the East Half (E 1/2) of the Southwest Quarter (SW 1/4) of said Section 21 to the West line of the East 330 feet of the East Half (E 1/2) of the Southwest Quarter (SW 1/4) of said Section 21;

RE-RECORD

EXHIBIT "A"
PROPOSED ADDED AREA
CONTINUED

thence Westerly along said South line to the Southwest Right-of-Way line of RANCHO DRIVE;
thence Northwesterly along said Southwest Right-of-Way line to the North Right-of-Way line of BONANZA ROAD;
thence Westerly along said North Right-of-Way line to the South line of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of said Section 29;
thence Westerly along said South line to the West line of the East 618.12 feet (measured along the North line) of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of said Section 29;
thence Northerly along said West line to the North line of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of said Section 29;
thence Easterly along said North line to the Northeast Right-of-Way line of RANCHO DRIVE;
thence Northwesterly along said Northeast Right-of-Way line to the Southeast line of TWIN LAKES VILLAGE, UNIT 5, a recorded subdivision;
thence Northeasterly and Easterly along said Southeast line to the West line of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section 29;
thence Northerly along said West line to the North line of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of said Section 29;
thence Easterly along said North line to the POINT OF BEGINNING.

PARCEL 4

BEGINNING at the Northwest corner of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section 25, Township 20 South, Range 61 East, M.D.M.;
thence Easterly along the North line of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of said Section 25 to the East line of the West 793.83 feet (measured along said North line) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of said Section 25;
thence Southerly along said East line to the South line of the North 769.98 feet (measured along the West line) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of said Section 25;
thence Westerly along said South line to the West line of PARCEL NO. 1 as shown on File 29 of Parcel Maps, Page 51 of Clark County, Nevada Records;
thence Southerly along said West line and the Southerly prolongation thereof to the centerline of SEARLES AVENUE;
thence Easterly along said centerline to the West line of THE MEWS, a recorded subdivision;

RE-RECORDED

EXHIBIT "A"
PROPOSED ADDED AREA
CONTINUED

thence Southerly along said West line to the South line of the East Half (E 1/2) of the Southwest Quarter (SW 1/4) of said Section 21;
thence Westerly along said South line to the West line of the East Half (E 1/2) of the Southwest Quarter (SW 1/4) of said Section 21;
thence Northerly along said West line to the POINT OF BEGINNING.

PARCEL 3

BEGINNING at the Northeast corner of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section 29, Township 20 South, Range 61 East, M.D.M.;
thence Southerly along the East line of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of said Section 29 and the Southerly prolongation thereof to the South Right-of-Way line WASHINGTON AVENUE;
thence Westerly along said South Right-of-Way line to the East line of that certain parcel of land described by DEED to the CITY OF LAS VEGAS, recorded May 24, 1979 as Instrument Number 1019366 of Clark County, Nevada Records;
thence Southerly along said East line to the North Right-of-Way line of ERNEST MAY LANE;
thence Easterly along said North Right-of-Way line to the East line of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of said Section 29;
thence Southerly along said East line to the South line of ROBIN MANOR, a recorded subdivision;
thence Easterly along said South line and the Easterly prolongation thereof to the East Right-of-Way line of DIXIE LANE;
thence Southerly along said East Right-of-Way line to the North line of that certain parcel of land described as PARCEL A of that certain DEED to FRANCHISE REALTY INTERSTATE CORPORATION, recorded July 6, 1967 as Instrument Number 648248 of Clark County, Nevada Records;
thence Easterly along said North line to the East line of said PARCEL A;
thence Southerly along said East line and the Southerly prolongation thereof to the South Right-of-Way line of BONANZA ROAD;
thence Westerly along said South Right-of-Way line to the West line of BONANZA PARK, a recorded subdivision;
thence Southerly along said West line to the North Right-of-Way line of CRAIG R. GRAGSON HIGHWAY (US-95);
thence Westerly along said North Right-of-Way line to the Northeast Right-of-Way line of RANCHO DRIVE;
thence Northwesterly along said Northeast Right-of-Way line to the South line of the North Half (N 1/2) of the Southeast Quarter (SE 1/4) of said Section 29;

EXHIBIT "A"
PROPOSED ADDED AREA
CONTINUED

thence Southerly along said Northerly prolongation and the East lines of Lots 1 through 4, Block 1 and Lots 1 and 2, Block 3 of said ARTESIAN ACRES to the North Right-of-Way line of the I-515 EXPRESSWAY;
thence Northwesterly along said North Right-of-Way line to the East Right-of-Way line of EASTERN AVENUE;
thence Southerly along said East Right-of-Way line to the South Right-of-Way line of the I-515 EXPRESSWAY;
thence Easterly along said South Right-of-Way line to the East Right-of-Way line of that certain parcel of land described as Parcel I-515-CL-074.2ES of that certain QUITCLAIM DEED to the City OF LAS VEGAS, recorded October 3, 1989 in Book 891003 as Instrument Number 00419 of Clark County, Nevada Records;
thence Southerly along said East Right-of-Way line and the Southerly prolongation thereof to the North line of the Southwest Quarter (SW 1/4) of said Section 36;
thence Easterly along said North line to the West Right-of-Way line of TWENTY-EIGHTH STREET;
thence Southerly along said West Right-of-Way line to the South Right-of-Way line of SUNRISE AVENUE;
thence Westerly along said South Right-of-Way line to the East line of SUNRISE PARK TRACT NO. 1, a recorded subdivision;
thence Southerly along said East line to the centerline of VALLEY STREET;
thence Westerly along said centerline to the West line of the Southwest Quarter (SW 1/4) of said Section 36;
thence Northerly along said West line to the South line of MOSS TRACT NO. 3, a recorded subdivision;
thence Westerly along said South line to the West Right-of-Way line of EASTERN Avenue;
thence Northerly along said West Right-of-Way line to the North line of said MOSS TRACT NO. 3;
thence Westerly along said North line to the East line of GIBSON & JONES ADDITION, a recorded subdivision;
thence Northerly along said East line to the South line of the Northeast Quarter (NE 1/4) of Section 36, Township 20 South, Range 61 East, M.D.M.;
thence Westerly along said South line to the centerline of TWENTY-THIRD STREET;
thence Northerly along said centerline to the South Right-of-Way line of the I-515 EXPRESSWAY;
thence Westerly along said South Right-of-Way line to the centerline of BRUCE STREET;
thence Northerly along said centerline to the North Right-of-Way line of the I-515 EXPRESSWAY;
thence Easterly along said North Right-of-Way line to the South Right-of-Way line of POPLAR AVENUE;

EXHIBIT "A"
PROPOSED ADDED AREA
CONTINUED

thence Southerly along said West line to the centerline of DEMITRIUS AVENUE;
thence Westerly along said centerline to the East Right-of-Way line of EASTERN AVENUE;
thence Southerly along said East Right-of-Way line to the South line of WASHINGTON ADDITION UNIT NO. 2, a recorded subdivision;
thence Easterly along said South line to the West line of PARCEL 1 as shown on File 60 of Parcel Maps, Page 77 of Clark County, Nevada Records;
thence Southerly along said West line to the South line of LOT 2A as shown on File 25 of Parcel Maps, Page 68 of Clark County, Nevada Records;
thence Westerly along said South line to the East Right-of-Way line of EASTERN AVENUE;
thence Southerly along said East Right-of-Way line to the North line of the North Half (N 1/2) of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of said Section 25;
thence Easterly along said North line to the East line of the West 350 feet of the North Half (N 1/2) of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of said Section 25;
thence Southerly along said East line to the South line of the North 350 feet of the North Half (N 1/2) of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of said Section 25;
thence Westerly along said South line to the East Right-of-Way line of EASTERN AVENUE;
thence Southerly along said East Right-of-Way line to the North line of the South 155 feet of the North Half (N 1/2) of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of said Section 25;
thence Easterly along said North line to the East line of the West 200 feet of the North Half (N 1/2) of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of said Section 25;
thence Southerly along said East line to the North line of the South Half (S 1/2) of the South Half (S 1/2) of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of said Section 25;
thence Easterly along said North line to the West line of TANKEL'S NORTH ADDITION No. 2, a recorded subdivision;
thence Southerly along said West line to the North line of the South Half (S 1/2) of the South Half (S 1/2) of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of said Section 25;
thence Westerly along said North line to the East Right-of-Way line of EASTERN AVENUE;
thence Southerly along said East Right-of-Way line to the North line of Section 36, Township 20 South, Range 61 East, M.D.M.;
thence Easterly along said North line to the Northerly prolongation of the East line of Lot 1, Block 1 of ARTESIAN ACRES, a recorded subdivision;

EXHIBIT "A"
PROPOSED ADDED AREA
CONTINUED

thence Northerly to the Southwest corner of Lot 23, Block 3 of [illegible] BOULDER DAM HOMESITE ADDITION TRACT NO. 4, a recorded subdivision; thence Northerly along the West line of said Lot 23, Block 3 and the West line of Lot 21, Block 3 of said BOULDER DAM HOMESITE ADDITION TRACT NO. 4 and the Northerly prolongation thereof to the centerline of CEDAR AVENUE;
thence Westerly along said centerline to the Southerly prolongation of the West line of Lot 30, Block 2 of said BOULDER DAM HOMESITE ADDITION TRACT NO. 4;
thence Northerly along said Southerly prolongation and the West line of said Lot 30, Block 2 to the North line of said Lot 30, Block 2;
thence Easterly along the North lines of Lots 30 and 29, Block 2 of said BOULDER DAM HOMESITE ADDITION TRACT NO. 4 to the Southerly prolongation of the West line of Lot 21, Block 2 of said BOULDER DAM HOMESITE ADDITION TRACT NO. 4;
thence Northerly along said Southerly prolongation and the West line of said Lot 21, Block 2 to the centerline of MESQUITE AVENUE;
thence Westerly along said centerline to the Southerly prolongation of the West line of Lot 27, Block 1 of said BOULDER DAM HOMESITE ADDITION TRACT NO. 4;
thence Northerly along said Southerly prolongation and the West line of said Lot 27, Block 1 and the West line of Lot 20, Block 1 of said BOULDER DAM HOMESITE ADDITION TRACT NO. 4 and the Northerly prolongation thereof to the centerline of WALNUT AVENUE;
thence Westerly along said centerline to the East line of BOULDER DAM HOMESITE ADDITION NO. 6, a recorded subdivision;
thence Northerly along said East line to the North Right-of-Way line of BONANZA ROAD;
thence Easterly along said North Right-of-Way line to the East line of that certain 15 foot wide, North-South alley in Block 5 of GREATER LAS VEGAS ADDITION TRACT 1, a recorded subdivision;
thence Northerly along said East line to the South line of Lot 10, Block 5 of said GREATER LAS VEGAS ADDITION TRACT 1;
thence Easterly along the South line of said Lot 10, Block 5 and the South lines of Lots 9, 8, 7, 6, 5, 4 and 3, Block 5 of said GREATER LAS VEGAS ADDITION TRACT 1 to the East line of said Lot 3, Block 5;
thence Northerly along said East line and the Northerly prolongation thereof to the centerline of WILSON AVENUE;
thence Easterly along said centerline to the Southerly prolongation of the West line of Lot 46, Block 4 of said GREATER LAS VEGAS ADDITION TRACT 1;
thence Northerly along said Southerly prolongation and the West line of said Lot 46, Block 4 and the West lines of Lots 47 through 52, Block 4 of said GREATER LAS VEGAS ADDITION TRACT 1 to the North line of said Lot 52, Block 4;
thence Easterly along said North line to the West Right-of-Way line of EASTERN AVENUE;

EXHIBIT "A"
PROPOSED ADDED AREA
CONTINUED

thence Northerly along said West Right-of-Way line to the North line of Lot 167, Block 6 of the AMENDED PLAT OF GREATER LAS VEGAS ADDITION 3 UNIT NO. 5-B, a recorded subdivision;
thence Westerly along said North line and the North lines of Lots 168 through 170, Block 6 of said AMENDED PLAT OF GREATER LAS VEGAS ADDITION 3 UNIT NO. 5-B to the East line of Lot 172, Block 6 of said AMENDED PLAT OF GREATER LAS VEGAS ADDITION 3 UNIT NO. 5-B;
thence Northerly along said East line and the East lines of Lots 171 and 174, Block 6 of said AMENDED PLAT OF GREATER LAS VEGAS ADDITION 3 UNIT NO. 5-B and the Northerly prolongation thereof to the centerline of SEARLES AVENUE;
thence Westerly along said centerline to the centerline of TWENTY-THIRD STREET;
thence Northerly along said centerline to the North line of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of said Section 36;
thence Easterly along said North line to the POINT OF BEGINNING.

WHEN RECORDED ~~MAIL~~ TO:
CITY CLERK - CITY HALL
400 EAST STEWART AVENUE
LAS VEGAS, NEVADA 89101

CLARK COUNTY, NEVADA
JUDITH A. VANDEVER, RECORDER
RECORDED AT REQUEST OF:

LAS VEGAS CITY
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JUDITH A. VANDEVER, RECORDER
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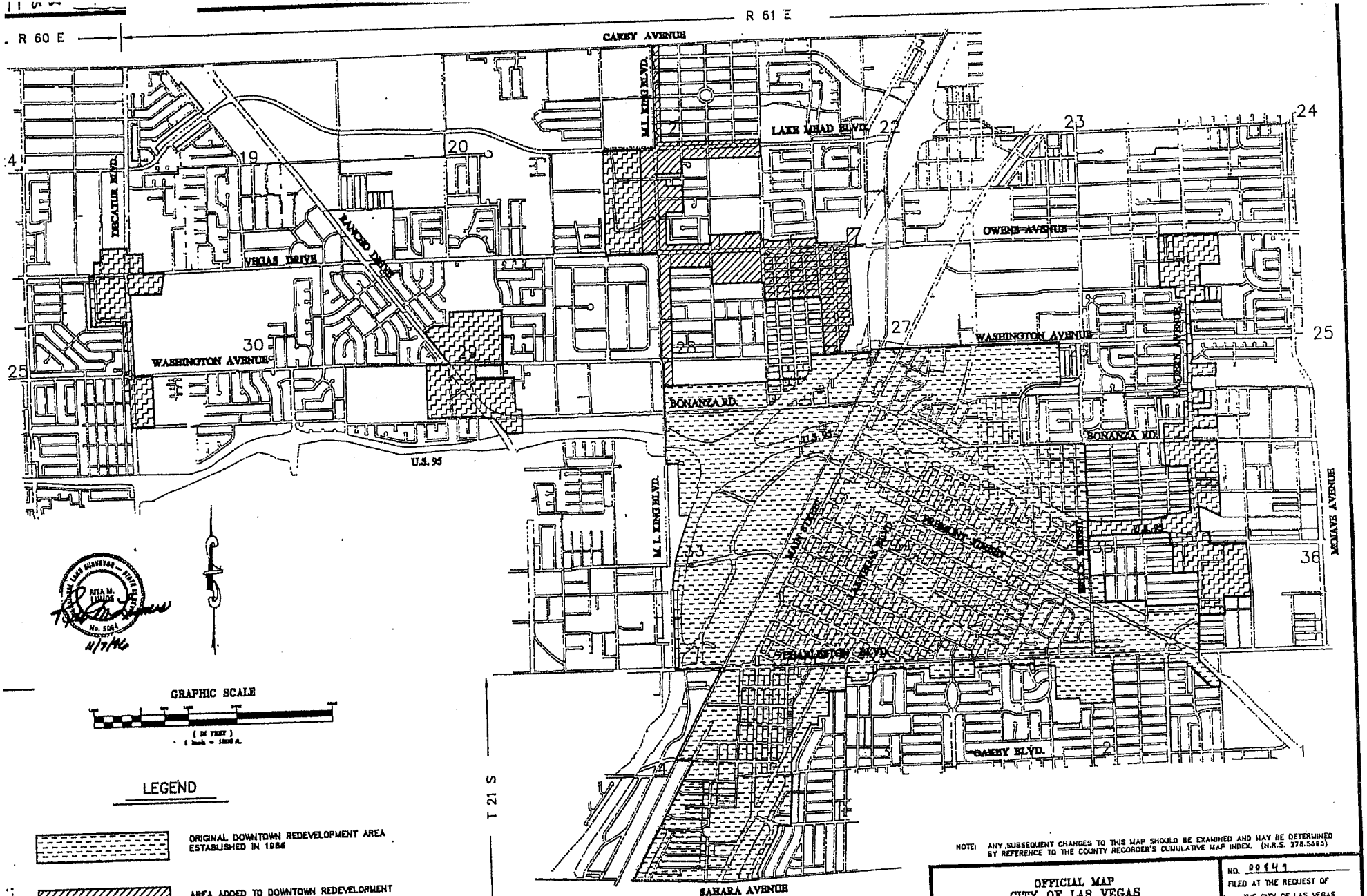

LEGEND

- ORIGINAL DOWNTOWN REDEVELOPMENT AREA ESTABLISHED IN 1986
- AREA ADDED TO DOWNTOWN REDEVELOPMENT AREA IN 1988
- AREA PROPOSED FOR ADDITION TO DOWNTOWN REDEVELOPMENT AREA, 1996 (SEE DETAILS, SHEET 2)

NOTE: ANY SUBSEQUENT CHANGES TO THIS MAP SHOULD BE EXAMINED AND MAY BE DETERMINED BY REFERENCE TO THE COUNTY RECORDER'S CUMULATIVE MAP INDEX. (N.R.S. 278.5695)

SHEET 1 OF 2

OFFICIAL MAP
CITY OF LAS VEGAS
DOWNTOWN REDEVELOPMENT AREA

POR. OF SECTIONS 24 & 25, T20S, R60E, SECTIONS 19, 21, 22, 25, 26, 27, 28, 29, 30, 33, 34, 35, & 36, T20S, R61E, AND SECTIONS 1, 2, 3, & 4, T21S, R61E, M.D.M.
LAS VEGAS, CLARK COUNTY, NEVADA

400 E. STEWART AVENUE, LAS VEGAS, NEVADA 89101 (702) 229-6217

NO. 00849
FILED AT THE REQUEST OF THE CITY OF LAS VEGAS
DATE 11-22-96 AT 08:52
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CLARK COUNTY, NEVADA, RECORDS
JUDITH A. VANDEVER, RECORDER
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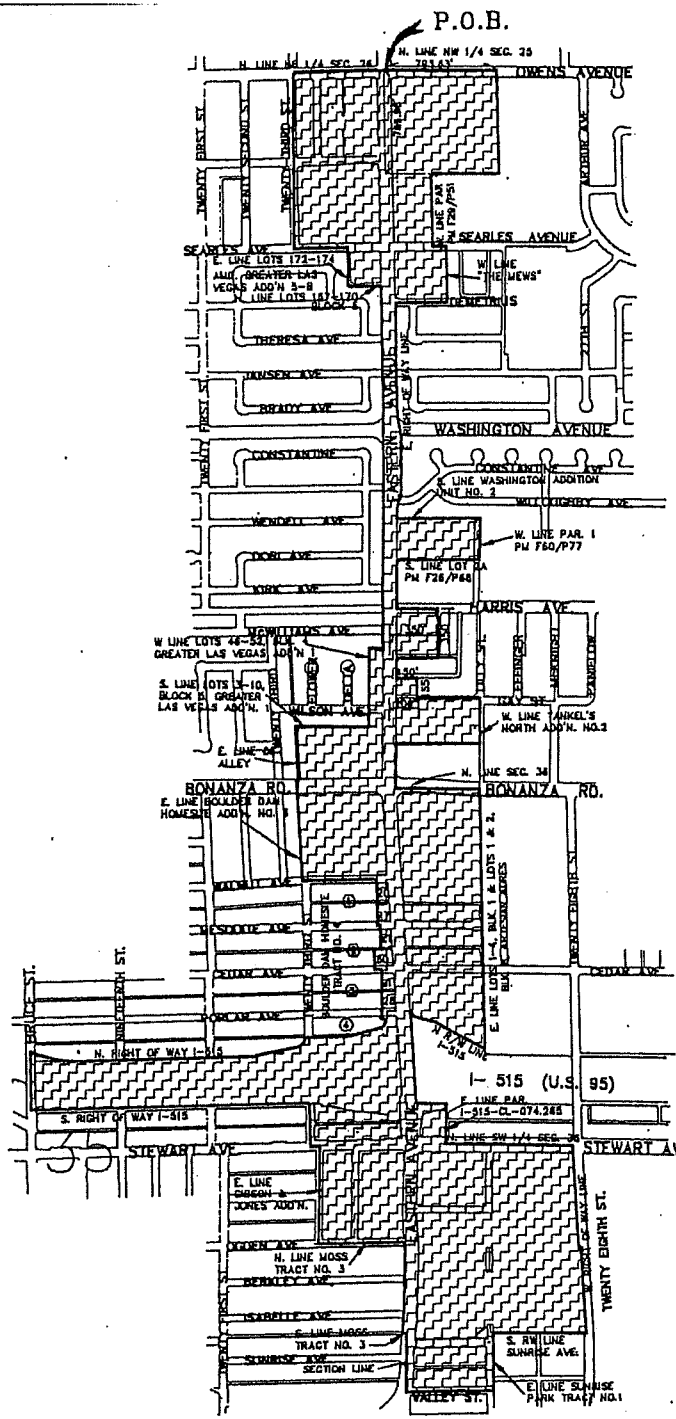
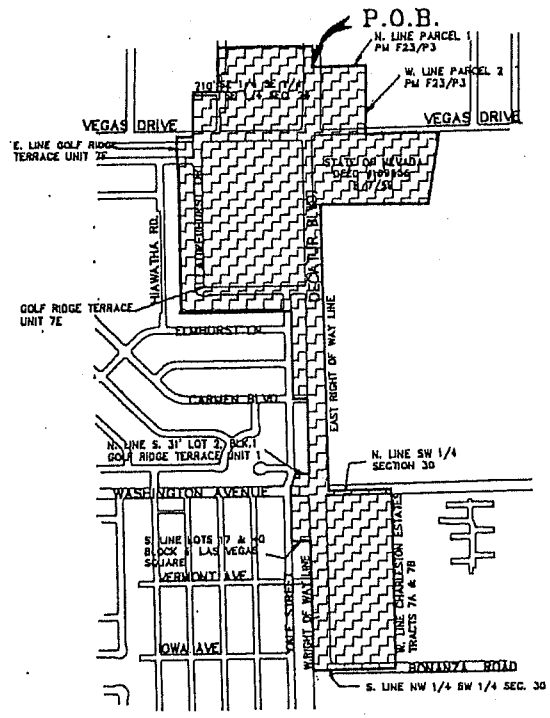
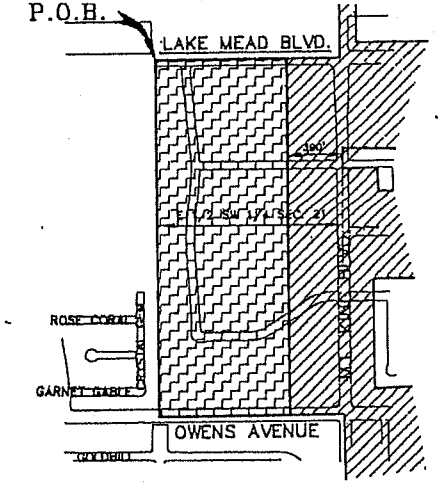
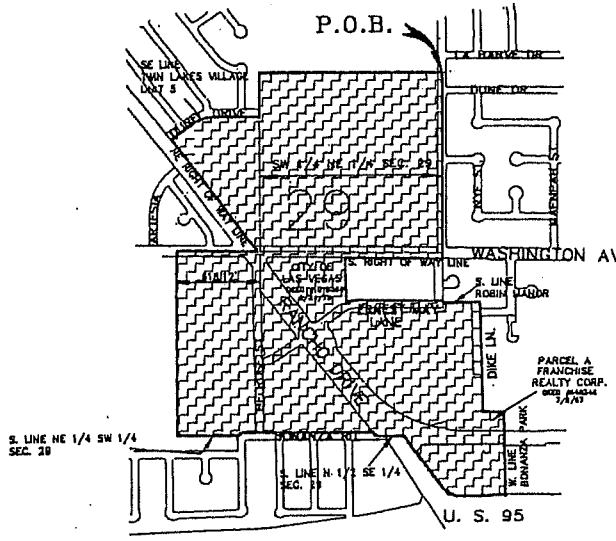
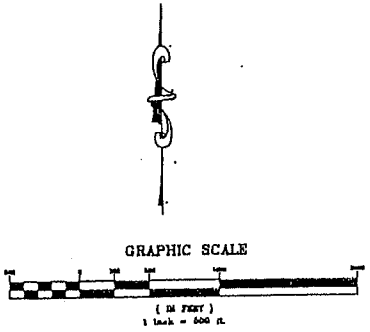
File LG Page 78











OFFICIAL MAP
CITY OF LAS VEGAS
DOWNTOWN REDEVELOPMENT AREA

POR. OF SECTIONS 24 & 25, T20S, R60E,
SECTIONS 19, 21, 22, 25, 26, 27, 28, 29, 30, 33,
34, 35, & 36, T20S, R61E, AND
SECTIONS 1, 2, 3, & 4, T21S, R61E, M.D.M.
LAS VEGAS, CLARK COUNTY, NEVADA

400 E. STEWART AVENUE, LAS VEGAS, NEVADA 89101 (702) 229-6251

SHEET 2 OF 2

File LG Page 78

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2001-001-004-006, -010 thru -015, 017, 018

139-28-214 - 33 162-03-4

139-26-603-001
139-14-215-009 162-03-4
162-01-201-001-002 03-8

Type of Document
(Example: Declaration of Homestead, Quit Claim Deed, etc.)

Ordinance 5830
Bill 2006-25

58

Recording requested by:

Jill Melone, Office of Business Development

Return to:

Name Scott D. Adams, Director
Office of Business Development
Address 500 Stewart Ave. 2nd Flr
City/State/Zip Las Vegas NV 89101

This page added to provide additional information required by NRS 111.312 Sections 1-2
(An additional recording fee of $1.00 will apply.)

This cover page must be typed or printed clearly in black ink only.

CS12/03

FIRST AMENDMENT

BILL NO. 2006-25

ORDINANCE NO. 5830

AN ORDINANCE TO ADOPT AN AMENDED AND RESTATED REDEVELOPMENT PLAN, WHICH INCLUDES ADDITIONAL PROPERTY WITHIN THE PLAN, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Oscar B. Goodman, Mayor

Summary: Adopts an Amended and Restated Redevelopment Plan, which includes additional property within the Plan.

WHEREAS, the City Council approved and adopted a Redevelopment Plan (the "Redevelopment Plan") for the Downtown Las Vegas Redevelopment Area (the "Redevelopment Area") by Ordinance No. 3218 on March 5, 1986, as well as a number of subsequent amendments thereto; and

WHEREAS, the City of Las Vegas Redevelopment Agency (the "Agency") has been established as and authorized to be the official redevelopment agency to carry out in the City the functions and requirements of the Community Redevelopment Law of the State of Nevada (NRS 279.382 et seq.) and to implement the Redevelopment Plan; and

WHEREAS, the Agency has proposed to amend the Redevelopment Plan by means of an Amended and Restated Redevelopment Plan, which is attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, the Amended and Restated Redevelopment Plan (the "Amended Plan") will add areas to the existing Redevelopment Area; and

WHEREAS, the Agency submitted to the City's Planning Commission the proposed Amended Plan, and the Planning Commission, by action taken on April 13, 2006, has recommended the approval and adoption of the proposed Amended Plan; and

WHEREAS, the Agency and the City Council have held public hearings on March 15, 2006, and May 3, 2006, respectively, to consider adoption of the proposed Amended Plan; and

WHEREAS, notices of those hearings were duly published in the *Las Vegas Review Journal*, a newspaper of general circulation in the City; and

WHEREAS, copies of the notice of hearing by the Agency and of the intent to include

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6/1/06
DEPUTY CITY CLERK
CITY OF LAS VEGAS, NEVADA
57 pages

additional areas were mailed by first-class mail to the last known owner of each parcel of land in the areas proposed to be added (the "Expansion Areas"); and

WHEREAS, the City Council has considered the report of the Agency, the report and recommendations of the Planning Commission and the proposed Amended Plan; has provided an opportunity for all persons to be heard; and has received and considered all evidence and testimony presented for or against any and all aspects of the proposed Amended Plan; and

WHEREAS, all actions required by law have been taken by all appropriate public bodies.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: The purpose and intent of the City Council with respect to the Redevelopment Area, both existing and Expansion Areas, is to accomplish the following:

(A) The elimination of environmental deficiencies and blight, which constitute either social or economic liabilities or both and require redevelopment in the interests of the health, safety and general welfare of the people, including, among others, small and/or irregular lots, obsolete and aged building types, economic and social deficiencies, deteriorated public improvements, inadequate parking facilities and inadequate utilization of land and public facilities;

(B) The assembly of land into parcels suitable for modern, integrated development and allowing for improved pedestrian and vehicular circulation;

(C) The replanning, redesign and development of undeveloped areas which are stagnant or improperly utilized;

(D) The strengthening of retail, office and other commercial and residential functions in the Redevelopment Area;

(E) The strengthening and diversification of the economic base within the Redevelopment Area and the community by the installation of needed site improvements to stimulate new commercial expansion, employment and economic growth;

(F) The provision of adequate land for parking and open spaces;

(G) The establishment of financial mechanisms to assist in the upgrading and/or

redevelopment of properties in the Redevelopment Area;

(H) The provision of necessary public improvements to correct existing deficiencies;

(I) The establishment and implementation of performance criteria to assure high site design standards and environmental quality and other design elements;

(J) The minimization of conflict between pedestrian and automobile traffic and the improvement of transportation efficiency;

(K) The orderly development of the Redevelopment Area;

(L) The rehabilitation and preservation of historically and architecturally worthwhile structures and sites;

(M) The provision of an environment where a socially balanced community can work and live by providing jobs and housing for persons of varying social, economic and ethnic groups; and

(N) The upgrading of the quality of life in the Redevelopment Area.

SECTION 2: The City Council hereby finds and determines that:

(A) The Redevelopment Area, including the Expansion Areas, is a blighted area, the redevelopment of which is necessary to effectuate the public purposes declared in the Community Redevelopment Law. This finding is based upon the following conditions within the Redevelopment Area, at least four of which characterize each of the Expansion Areas as more particularly set forth in the report of the Agency to the City Council:

(1) The existence of buildings and structures, used or intended to be used for residential, commercial, industrial or other purposes, or any combination thereof, which are unfit or unsafe for those purposes and are conducive to ill health, transmission of disease, infant mortality, juvenile delinquency or crime because of one or more of the following factors:

(a) Defective design and character of physical construction.

(b) Faulty arrangement of the interior and spacing of buildings.

(c) Inadequate provision for ventilation, light, sanitation, open spaces and recreational facilities.

(d) Age, obsolescence, deterioration, dilapidation, mixed character or shifting of uses.

(2) An economic dislocation, deterioration or disuse.

(3) The subdividing and sale of lots of irregular form and shape and inadequate size for proper usefulness and development.

(4) The laying out of lots in disregard of the contours and other physical characteristics of the ground and surrounding conditions.

(5) The existence of inadequate streets, open spaces and utilities.

(6) The existence of lots or other areas which may be submerged.

(7) Prevalence of depreciated values, impaired investments and social and economic maladjustment to such an extent that the capacity to pay taxes is substantially reduced and tax receipts are inadequate for the cost of public services rendered.

(8) A growing or total lack of proper utilization of some parts of the area, resulting in a stagnant and unproductive condition of land which is potentially useful and valuable for contributing to the public health, safety and welfare.

(9) A loss of population and a reduction of proper use of some parts of the area, resulting in its further deterioration and added costs to the taxpayer for the creation of new public facilities and services elsewhere.

(10) The environmental contamination of buildings or property.

(B) The Amended Plan will redevelop the Expansion Areas in conformity with the Community Redevelopment Law and in the interests of the peace, health, safety and welfare of the community. This finding is based upon the fact that redevelopment of the Expansion Areas will implement the objectives of the Community Redevelopment Law by: aiding in the elimination and correction of the conditions of blight; providing for planning, development, redesign, clearance, reconstruction or rehabilitation of properties which need improvement; improving, increasing and preserving the supply of low- and moderate-income housing within the community; providing additional employment opportunities; and providing for higher economic utilization of potentially useful land.

(C) The Amended Plan is consistent with the General Plan of the City of Las Vegas, as affirmed by the recommendation of the Planning Commission.

(D) The condemnation of real property, under the limited circumstances provided for in the Amended Plan, is necessary to the execution of the Plan, and adequate provisions have been made for payment for property to be acquired as provided by law. This finding is based upon the need to ensure that the provisions of the Redevelopment Plan, as amended, will be carried out and to prevent the recurrence of blight.

(E) Adequate permanent housing is or will be made available in the community for displaced occupants of the Expansion Areas, at rents comparable to those in the community at the time of displacement, if the Amended Plan results in the temporary or permanent displacement of any occupants of housing in the Expansion Areas. This finding is based upon the fact that the Agency's plan for relocation, provides for relocation assistance and benefits according to law and authorizes the Agency to provide other assistance as determined to be appropriate under the circumstances.

(F) All noncontiguous areas of the Expansion Areas are either blighted or necessary for effective redevelopment of the Redevelopment Area. This finding is based upon the fact that the boundaries of the Expansion Areas were chosen to include lands that were underutilized because of blighting influences, or affected by the existence of blighting influences and land uses significantly contributing to the condition of blight, which inclusion is necessary to accomplish the objectives and benefits of the Amended Plan.

(G) Inclusion of any lands, buildings or improvements in the Expansion Areas which are not detrimental to the public health, safety or welfare is necessary for the effective redevelopment of the entire area of which they are a part. This finding is based upon the fact that the boundaries of the Expansion Areas were chosen as a unified and consistent whole to include all properties contributing to or affected by the blighting conditions characterizing the Expansion Areas.

(H) Adequate provisions have been made for the payment of the principal of and interest on any bonds which may be issued by the Agency as provided in the Amended Plan. This finding is based upon the fact that the Redevelopment Plan authorizes the allocation of taxes to the Agency pursuant to NRS 279.676 ("tax increments") and pledges those tax increments to the

repayment of indebtedness incurred by the Agency to carry out projects in the Redevelopment Area. Further, the Redevelopment Plan authorizes the Agency to obtain financial assistance from available public or private sources, including the City, State of Nevada and federal government, interest income, donations, loans from private financial institutions and/or the lease or sale of Agency-owned property, in order to finance projects in the Redevelopment Area.

SECTION 3: The Redevelopment Plan for the Downtown Las Vegas Redevelopment Area, as adopted by Ordinance No. 3218 and amended subsequently by various ordinances, is hereby amended as set forth in the attached "Amended and Restated Redevelopment Plan," incorporated herein and made a part hereof by this reference. As so amended, the Redevelopment Plan is hereby incorporated by reference herein and designated as the official Redevelopment Plan for the Las Vegas Redevelopment Area.

SECTION 4: The City Clerk is hereby directed to send a certified copy of this Ordinance to the Agency, whereupon the Agency is vested with the responsibility for carrying out the Redevelopment Plan as amended by the Amended Plan.

SECTION 5: The City Clerk is hereby directed to record with the County Recorder of Clark County a description of the land within the Expansion Areas and a statement that proceedings for the redevelopment of the Expansion Areas have been instituted under the Community Redevelopment Law.

SECTION 6: The City Clerk is hereby directed to transmit, within thirty days after the approval and adoption of this Ordinance, a copy of the description and statement recorded pursuant to Section 5 above, a copy of this Ordinance, and a map or plat indicating the boundaries of the Redevelopment Area, including the Expansion Areas, to:

(A) The auditor and tax assessor of Clark County;

(B) The officer who performs the functions of auditor or assessor for any taxing agency which, in levying or collecting its taxes, does not use the Clark County assessment roll or does not collect its taxes through Clark County; and

(C) The governing body of each of the taxing agencies which levies taxes upon any property in the Redevelopment Area, as amended.

SECTION 7: This Ordinance shall be in full force and effect the day after publication pursuant to Section 8 hereof.

SECTION 8: The City Clerk is hereby ordered and directed to certify to the passage of this Ordinance and to cause the same to be published by title, together with an adequate summary including any amendments, once in the *Las Vegas Review Journal*, a newspaper of general circulation, published and circulated in the City of Las Vegas, Nevada.

SECTION 9: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 10: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this 17th day of MAY, 2006.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

Val Steed 5-16-06
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the 3rd day of May, 2006 and referred to the following committee composed of Councilmembers Tarkanian and Ross for recommendation; thereafter the said committee reported favorably on said ordinance on the 17th day of May, 2006 which was a regular meeting of said Council; that at said regular meeting, the proposed ordinance was read by title to the City Council as amended and adopted by the following vote:

VOTING "AYE": Mayor Goodman and Councilmembers Reese, Brown, Weekly, Wolfson, Tarkanian and Ross

VOTING "NAY": NONE

EXCUSED: NONE

ABSTAINED: NONE

APPROVED:

OSCAR B. GOODMAN, Mayor

ATTEST:

BARBARA JO RONEMUS, City Clerk



CITY OF LAS VEGAS

REDEVELOPMENT AGENCY

AMENDED AND RESTATED CITY OF LAS VEGAS REDEVELOPMENT PLAN FOR ALL EXISTING REDEVELOPMENT AREAS AND REDEVELOPMENT EXPANSION AREAS A - F

REDEVELOPMENT PLAN
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INTRODUCTION

I. INTRODUCTION

This is the Amendment to the existing Redevelopment Plan (the "Amended Plan") for the Redevelopment Area (the "Redevelopment Area"), which is located in the territorial jurisdiction of the City of Las Vegas (the "City"), State of Nevada. This Amendment to the Plan consists of text, a Map of the six amended Redevelopment Areas (Exhibit "A"), and a Legal Descriptions of the amended Redevelopment Area (Exhibit "B")

This Plan has been prepared pursuant to Nevada Revised Statutes (NRS) 279.382 through 279.685 which provide for the exercise of redevelopment authority by a redevelopment agency.

Implementation of this Plan by the City and the Redevelopment Agency of Las Vegas is governed by the provisions contained in this Plan as it may again be amended from time to time. Hereinafter the term "Agency" refers to the Redevelopment Agency of the City of Las Vegas. The term "Legislative Body" refers to the City Council of the City of Las Vegas.

The definitions of general terms which are contained in Nevada Revised Statutes govern the construction of this Plan, unless more specific terms and definitions are otherwise provided in this Plan. All statutory references hereinafter shall be to the Nevada Revised Statutes.

Many of the requirements contained in this Plan are necessitated by and in accord with statutory provisions in effect at the time of adoption of this Plan. Such statutory provisions may be changed from time to time. In the event that any such changes affect this Plan's requirements, and would be applicable to the Agency, the Redevelopment Area, or this Plan, whether or not this Plan were formally amended to reflect such changes, then the requirements of this Plan that are so affected shall be superseded by such changes, to the extent necessary to be in conformity with such changes.

The Redevelopment Area includes all properties within the boundary shown on the Redevelopment Area Map and described in the Legal Description of the Redevelopment Area.

The proposed redevelopment of the Redevelopment Area as described in this Plan conforms to the Master Plan for the City of Las Vegas as applicable and as applied in accord with local codes and ordinances.

This Redevelopment Plan is based upon the Preliminary Plan formulated and adopted by the Las Vegas Planning Commission (the "City Planning Commission") on August 12, 2004.

This Plan provides the Agency with powers, duties and obligations to implement and further the program generally formulated in this Plan for the redevelopment, rehabilitation, and revitalization of the Redevelopment Area. This Plan does not present a specific plan or establish priorities for specific projects for the redevelopment, rehabilitation, and revitalization of any particular area within the Redevelopment Area. Instead, this Plan presents a series of ideas and recommendations for revitalization which are designed to reduce and eliminate decline and deterioration, stimulate new investment, stabilize the tax base and maintain the viability of existing businesses. This Plan will also provide a basic framework within which specific development plans will be presented, priorities for specific projects will be established, and tools to fashion, develop, and proceed with such specific plans, projects and solutions will be provided to the Agency.

In general, the goals and objectives of the redevelopment program in the Redevelopment Area are as follows:

1. To eliminate and prevent the spread of blight and deterioration and the conservation, rehabilitation and redevelopment of the Redevelopment Area in accord with the Master Plan, the Redevelopment Plan and local codes and ordinances.

2. To achieve an environment reflecting a high level of concern for architectural, landscape, and urban design and land use principles appropriate for attainment of the objectives of the Redevelopment Plan.

3. To minimize unplanned growth by guiding revitalization activities and new development in such fashion as to meet the needs of the Redevelopment Area, the City and its citizens.

4. To retain existing businesses by means of redevelopment and rehabilitation activities and by encouraging cooperation and participation of owners, businesses and public agencies in the revitalization of the Redevelopment Area.

5. To encourage investment by the private sector in the development and redevelopment of the Redevelopment Area by eliminating impediments to such development and redevelopment.

6. To encourage maximum participation of residents, businesspersons, property owners, and community organizations in the redevelopment of the Redevelopment Area.

7. To replan, redesign and develop areas which are stagnant or improperly used.

8. To insure adequate utility capacity to accommodate redevelopment and new development.

Redevelopment of the Redevelopment Area pursuant to this Redevelopment Plan and the above goals and objectives will attain the purposes of the Nevada Revised Statutes Chapter 279 by:

(1) elimination of areas suffering from economic dislocation, and disuse in affected areas;

(2) replanning, redesign and/or redevelopment of areas which are stagnant or improperly utilized, in ways which could not be accomplished solely by private enterprise without public participation and assistance;

(3) protection and promotion of sound development and redevelopment of blighted areas and the general welfare of the citizens of the City by remedying such injurious conditions through the employment of appropriate means;

(4) installation of new, or replacement of existing public improvements, facilities and utilities in areas which are currently inadequately served with regard to such improvement, facilities and utilities; and

(5) other means as determined appropriate.

GENERAL DEFINITIONS, REDEVELOPMENT AREA BOUNDARY AND LEGAL DESCRIPTION

II. GENERAL DEFINITIONS AND REDEVELOPMENT AREA BOUNDARY AND LEGAL DESCRIPTION

A. General Definitions

The following definitions are used in this Plan unless otherwise indicated by the text:

1. "Agency" means the Redevelopment Agency of the City of Las Vegas, Nevada.

2. "City" means the City of Las Vegas, Nevada.

3. "City Council" means the City Council of the City of Las Vegas.

4. "Community Redevelopment Law" means the Community Redevelopment Law of the State of Nevada (Nevada Revised Statutes 279.382 to 279.685).

5. "Redevelopment Area" means the area included within the boundaries of the Las Vegas Redevelopment Area, as established by this Plan and as depicted and described in the Exhibits attached hereto.

6. "Legislative Body" means the City Council of the City of Las Vegas.

7. NRS" means the Nevada Revised Statutes for the State of Nevada.

8. "State" means the State of Nevada.

9. "County" means Clark County, Nevada.

10. "Plan" means this Amended Redevelopment Plan for the Las Vegas Redevelopment Area.

B. Redevelopment Area Boundary And Legal Description

The boundaries of the Redevelopment Area are shown on the Redevelopment Area Map attached as Exhibit "A" and are described in the Redevelopment Area Legal Description attached as Exhibit "B". This Plan establishes the Redevelopment Area.

PROPOSED REDEVELOPMENT ACTIVITIES

III. PROPOSED REDEVELOPMENT ACTIVITIES

A. General

The Agency proposes to eliminate and prevent the spread of blight and blighting influences, and strengthen the economic base of the Redevelopment Area and the City, by some or all of the following:

1. Permitting participation in the redevelopment process by owners and occupants of properties located in the Redevelopment Area, consistent with this Plan and rules adopted by the Agency;

2. Acquisition of real property;

3. Management of property under the ownership and control of the Agency;

4. Relocation assistance to displaced occupants of property acquired by the Agency in the Redevelopment Area;

5. Demolition of property for uses in accordance with this Plan;

6. Redevelopment of land by private enterprise and public agencies for uses in accordance with this Plan;

7. Rehabilitation of structures and improvements by present owners, their successors, and the Agency;

8. Provision of utilities, roads, streets, landscaping, parking facilities and other public improvements;

9. Consideration of the implementation of land use controls or regulations.

In the accomplishment of these activities, and in the implementation and furtherance of this Plan, the Agency is authorized to use all the powers provided in this Plan and all the powers to the extent now or hereafter permitted by law, which powers are not expressly limited by this Plan.

B. Owner Participation and Business Reentry Preferences

1. Owner Participation

Owners of real property within the Redevelopment Area shall be extended reasonable opportunities to participate in the redevelopment of property in the Redevelopment Area if such owners agree to participate in the redevelopment in conformity with this Redevelopment Plan and the owner participation implementation rules adopted by the Agency. These owner participation opportunities are explained in more detail in the Rules Governing Participation by Property Owners and the Extension of Reasonable Preferences for Property Owners, in the City of Las Vegas Amended Redevelopment Area.

In appropriate circumstances where such action would foster the goals and objectives contemplated by the Redevelopment Plan, an owner may participate in substantially the same location either by retaining all or portions of his property; retaining all or portions of his property and purchasing adjacent property if needed and available for development; rehabilitating or demolishing all or part of his existing buildings; initiating new development; or selling property to the Agency.

Participation opportunities shall necessarily by subject to and limited by factors including but not limited to the following:

(1) the elimination and/or modification, if any, of existing land uses;

(2) the construction, vacation, realignment and/or alteration, if any, of existing streets;

(3) the ability of participants to finance and complete proposed developments and rehabilitations;

(4) the capability and/or experience of the owner participant, as determined by the Agency, to implement the proposed development;

(5) the proposed land uses for redevelopment of the Redevelopment Area;

(6) intensification of certain land uses; and

(7) the construction or expansion of public facilities.

2. Participation by Tenants

Non-property owners who are tenants engaged in business or residing in the Redevelopment Area shall be extended reasonable preferences if they wish to purchase property at their present location for the purpose of rehabilitating and/or expanding existing improvements or to build new improvements in conformance with the designated land uses and other requirements of this Plan. However, the preference provided to such business or residential tenants will be subordinate to, or follow, the preference provided to the existing property owners.

Businesses and residential tenants may also submit proposals for rehabilitation and/or new development at locations other than their existing location, as long as said property conforms to the Plan. However, no preference shall be provided to business and/or tenants for this type of proposal.

3. Participation Agreements

The Agency may require that, as a condition of participating in redevelopment, each participant shall enter into a binding written participation agreement with the Agency by which the participant agrees to rehabilitate, develop or use the property in conformance with this Plan and to be subject to the provisions hereof and such other provisions and conditions to which the parties may agree. In such agreements, participants who retain real property may be required to make the provisions of this Plan and such participation agreement applicable to their properties.

If an owner fails to participate in the redevelopment under a participation agreement, the Agency shall have the right to acquire the subject property for redevelopment by any legal means permitted under the law and the provisions of this Plan. If so provided in the participation agreement, the price of such acquisition will be the property's fair market value at the time of execution of the participation agreement. Whether or not a participant enters into a participation agreement with the Agency, the provisions of this Plan are applicable to all public and private property in the Las Vegas Redevelopment Area.

4. Implementing Rules

The Owner Participation provisions shall be implemented according to the rules adopted by the Agency simultaneous with the adoption of this Plan, and as the same may be from time to time amended by the Agency. Where there is a conflict between the participation provisions in this Plan and such rules adopted by the Agency, the Plan shall prevail.

C. PROPERTY ACQUISITION

1. Acquisition of Real Property

The Agency may acquire, but is not required to acquire, any real property located in the Redevelopment Area by purchase, lease, option, gift, grant, bequest, devise, or eminent domain as authorized by law.

The Agency may exercise the power of eminent domain to acquire property for a redevelopment project if: (a) The property sought to be acquired is necessary to carry out this Plan; (b) The Agency has made every reasonable effort to negotiate the purchase of the property. The method the Agency would use to acquire property through eminent domain is further explained within its Rules Governing Participation by Property Owners and the Extension of Reasonable Preferences To Property Owners, in the City of Las Vegas Amended Redevelopment Area.

The Agency is authorized to acquire structures without acquiring the land upon which those structures are located.

The Agency is also authorized to acquire any other interest in real property less than a fee.

Without the consent of the owner, the Agency shall not acquire property retained by an owner participant pursuant to a participation agreement if the owner fully performs under the agreement. The Agency shall not, without the consent of an owner, acquire real property on which an existing building is to be continued on its present site and in its present form and use unless such building requires structural alteration, improvement, modernization, or rehabilitation, or the site or lot on which the building is situated requires modification in size, shape or use, or it is necessary to impose upon such property any of the standards, restrictions, and controls of this Plan and the owner fails or refuses to participate in the Plan by execution or fulfilling the obligations of a participation agreement.

2. Acquisition of Personal Property

Generally, personal property may not be acquired by the Agency. However, where necessary in the execution of this Plan, the Agency is authorized to acquire personal property in the Redevelopment Area by any lawful means. The Agency may also acquire by gift, purchase, lease or eminent domain any personal property in connection with real property acquired by the Agency.

D. Property Management

The Agency is authorized to manage and control all real property owned, acquired or leased by it. Such property may be rented or leased by the Agency pending its disposition for redevelopment, and such rental or lease shall be pursuant to such policies as the Agency may adopt.

E. Relocation of Persons (Including Individuals and Families), Business Concerns and Others Displaced by the Project

1. Assistance in Finding Other Locations

The Agency shall assist all persons, business concerns, and others displaced by Agency action in the Redevelopment Area in finding other locations and facilities. In order to

carry out the Redevelopment Plan with a minimum of hardship to persons, business concerns, and others, if any, displaced from their respective places of residence or businesses, the Agency shall assist such persons, business concerns and others in finding new locations that are decent, safe, sanitary, within their respective financial means, in reasonably convenient locations, and otherwise suitable to their respective needs.

2. Relocation Payments

The Agency shall make relocation payments for moving expenses and direct losses of personal property to persons, business concerns, and others displaced by Agency action in the Redevelopment Area and shall make additional relocation payments as may be required by law. Such relocation payments shall be made pursuant to Chapter 342 of Nevada Revised Statutes and the regulations previously adopted by the Agency and the City of Las Vegas. The Agency, at its option, may make such other payments as may be appropriate and for which funds are available.

F. Demolition, Clearance, Public Improvements, Building and Site Preparation

1. Demolition and Clearance

The Agency is authorized to demolish and clear buildings, structures, and other improvements from any real property acquired in the Redevelopment Area as necessary to carry out the purpose of this Plan.

2. Public Improvements

The Agency is authorized to install and construct, or to cause to be installed and constructed, the public improvements, facilities and utilities necessary to carry out this Plan. Such public improvements, facilities and utilities include, but are not limited to the following:

(1) sewers;

(2) storm drains;

(3) electrical, natural gas, telephone and water distribution systems;

(4) parks and plazas;

(5) playgrounds;

(6) parking and transportation facilities;

(7) landscaped areas;

(8) street and circulation improvements;

(9) flood control improvements and facilities;

(10) entryway features;

(11) recreational improvements; and

(12) other public facilities serving the needs of Redevelopment Area occupants.

3. Preparation of Building Sites

The Agency is authorized to prepare, or cause to be prepared, as building sites, any real property in the Redevelopment Area owned or acquired by the Agency.

G. Property Disposition and Development

1. Real Property Disposition and Development

a. General

For the purposes of this Plan, the Agency is authorized to sell, lease, exchange, subdivide, transfer, assign, pledge, encumber by mortgage or deed of trust, or otherwise dispose of any interest in real property. The Agency is authorized to dispose of real property by negotiated lease, sale, or transfer without public bidding but only after a public hearing, notice of which shall be given by publication for not less than once a week for two weeks in a newspaper of general circulation published in Clark County.

A lease or sale by the Agency of real property acquired by it in the Redevelopment Area shall be conditioned on the redevelopment and use of the property in conformity with this Plan.

All real property acquired by the Agency in the Redevelopment Area shall be sold or leased to public or private persons or entities for development for the uses permitted in this Plan, and any such sale or lease may be for an amount at less than fair market value if necessary to effectuate the purposes of this Plan. Real property may also be conveyed by the Agency to the City, and, where beneficial to the Redevelopment Area, to any other public body without charge or for an amount at less than fair market value.

All purchasers or lessees of property from the Agency shall be made obligated to use the property for the purposes designated in this Plan, to begin and complete development of the property within a period of time which the Agency fixes as reasonable, and to comply with other conditions which the Agency deems necessary to carry out the purposes of this Plan, including the provisions of the Agency's existing Employment Plan.

b. Employment Plan

The Agency shall, as it determines to be appropriate, require that a proposal for a redevelopment project include an employment plan which includes:

(a) A description of the existing opportunities for employment within the Redevelopment Area;

(b) A projection of the effect that the redevelopment project will have on opportunities for employment within the Redevelopment Area; and

(c) A description of the manner in which an employer relocating his business into the

Redevelopment Area plans to employ persons living within the area of operation who are:

(1) Economically disadvantaged;

(2) Physically handicapped;

(3) Members of racial minorities;

(4) Veterans; or

(5) Women.

During the period of development in the Redevelopment Area, the Agency shall ensure that the provisions of this Plan and of other documents formulated pursuant to this Plan are being observed, and that development in the Redevelopment Area is proceeding in accordance with development documents and time schedules.

c. Disposition and Development Documents

The Agency shall reserve powers and controls in disposition and development documents as may be necessary to prevent transfer, retention, or use of property for speculative purposes and to ensure that development is expeditiously carried out pursuant to this Plan.

To provide adequate safeguards to ensure that the provisions of this Plan will be carried out and to prevent the recurrence of blight, all real property sold, leased, or conveyed by the Agency, as well as all property subject to participation agreements, shall be made subject to the provisions of this Plan and any adopted Design Guidelines and other conditions imposed by the Agency by leases, deeds, contracts, agreements, declarations of restrictions, provisions of the zoning ordinance, conditional use permits, or other means. Where appropriate as determined by the Agency, such documents or portions thereof shall be recorded in the Office of the Recorder of Clark County.

The leases, deeds, contracts, agreements, and declarations of restrictions may contain restrictions, covenants, covenants running with the land, rights of reverter, conditions subsequent, or any other provision necessary to carry out this Plan.

d. Development Financing by the Agency or Other Public Bodies or Entities

The Agency may, with the consent of the Legislative Body, pay all or part of the value of the land for, and the cost of the construction of, any building, facility, structure or other improvement and the installation of any improvement which is publicly or privately owned and located within the redevelopment area. Before the Legislative Body may give its consent, it shall determine that:

(1) The buildings, facilities, structures or other improvements are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

(2) No other reasonable means of financing those buildings, facilities, structures or other improvements are available.

Those determinations by the Agency and the Legislative Body are final and conclusive.

If the value of the land or the cost of the construction of that building, facility, structure or other improvement, or the installation of any improvement has been, or will be, paid or provided for initially by the community or other governmental entity, the Agency may enter into a contract with that community or governmental entity under which it agrees to reimburse the community or governmental entity for all or part of the value of that land or the cost of the building, facility, structure or other improvement, or both, by periodic payments over a period of years. The obligation of the Agency under

that contract constitutes an indebtedness of the Agency which may be payable out of taxes levied and allocated to the Agency under paragraph (b) of subsection 1 of Nevada Revised Statutes 279.676, or out of any other available money.

e. Development Plans

All development plans (whether public or private) shall be processed in the manner provided by applicable City codes, as they are, or as they may be, amended from time to time. All development in the Redevelopment Area must conform to City (as appropriate) and Agency design review procedures, including any Design Guidelines adopted by the Agency.

2. Personal Property Disposition

For the purposes of this Plan, the Agency is authorized to lease, sell, exchange, transfer, assign, pledge, encumber, or otherwise dispose of personal property which is acquired by the Agency.

H. Cooperation with Public Bodies

For the purpose of aiding and cooperating in the planning, undertaking, construction or operation of redevelopment projects located within the area in which it is authorized to act, any public body, upon the terms and with or without consideration as it determines, may:

1. Dedicate, sell, convey or lease any of its property to the Agency.

2. Cause parks, playgrounds, recreational, community, educational, water, sewer or drainage facilities, or any other works which it is otherwise empowered to undertake, to be furnished adjacent to or in connection with a redevelopment plan.

3. Furnish, dedicate, close, pave, install, grade, regrade, plan or replan streets, roads, roadways, alleys, sidewalks or other places which it is otherwise empowered to undertake.

4. Plan or replan, zone or rezone any part of such area and make any legal exceptions from building regulations and ordinance.

5. Enter into agreements with the federal government respecting action to be taken by such public body pursuant to any of the powers granted by Nevada Revised Statutes 279.382 to 279.685, inclusive. Such agreements may extend over any period, notwithstanding any law to the contrary.

6. Purchase or legally invest in any of the bonds of the Agency and exercise all of the rights of any handler of such bonds.

The Agency, by law, is not authorized to acquire real property owned by public bodies without the consent of such public bodies. The Agency, however, will seek the cooperation of all public bodies which own or intend to acquire property in the Redevelopment Area. Any public body which owns or leases property in the Redevelopment Area will be afforded all the privileges of owner participation if such public body is willing to enter into a participation agreement with the Agency. All plans for development of property in the Redevelopment Area by a public body shall be subject to Agency approval.

IV. LAND USES AND DEVELOPMENT REQUIREMENTS

A. Redevelopment Area Map and Major Redevelopment Area Land Uses

The Redevelopment Area Map attached hereto as Exhibit "A" illustrates the location of the Redevelopment Area boundaries, identifies the major streets within the Redevelopment Area, and designates the major land uses authorized within the Redevelopment Area by the City's current Master Plan. The City will from time to time update and revise its Master Plan. It is the intention of this Redevelopment Plan that the City's Master Plan, as it currently exists, or as it may from time to time be amended, and as implemented and applied by City ordinances, resolutions and other laws be used as a guide to long range planning. The major land uses authorized within the Redevelopment Area by the Master Plan are described below:

B. Major Land Uses

Major land uses permitted within the Redevelopment Area include:

Residential
Industrial
Commercial
Public/Semipublic
Park/Open Space

The preceding uses may be used for any of the various kinds of uses specified for or permitted within such areas by the Master Plan, as it currently exists or as it may be amended from time to time.

C. Other Land Uses

1. Public Rights-of-Way

Major public streets within the Redevelopment Area are detailed on the Redevelopment Area Map as Exhibit "A" and are listed as follows:

(1) Martin Luther King Boulevard

(2) Bonanza Road

(3) Highland Drive

(4) Industrial Road

(5) Western Avenue

(6) Charleston Boulevard

(7) Sahara Avenue

(8) Las Vegas Boulevard North

(9) Foremaster Lane

Additional public streets, alleys and easements may be created in the Redevelopment Area as needed for proper use and/or development. Existing streets and alleys may be abandoned, closed or modified as necessary for proper use and/or development.

Any changes in the existing street layout shall be in accord with the City's Master Plan.

2. Conforming Properties

Without the consent of the owner, the Agency shall not acquire any real property on which an existing building is to be continued on its present site and in its present form and use unless an existing building requires structural alteration, improvement, modernization or rehabilitation, or the site or lot on which the building is situated requires modification in size, shape or use, or it is necessary to impose upon such property any of the standards, restrictions and controls of this Plan. The Agency may acquire such property if the owner refuses to enter into a participation agreement or Disposition and Development Agreement or fails to redevelop the property or otherwise carry out the provisions of such agreement.

D. Interim Uses

Pending the ultimate development of land by developers and participants, the Agency is authorized to use or permit the use of any land in the Redevelopment Area for interim uses not in conformity with the uses permitted in this Plan. Such interim use shall conform to all applicable City codes.

E. Nonconforming Uses

The Agency is authorized to permit an existing use to remain in an existing building in good condition, which use does not conform to the provisions of this Plan, provided that such use is generally compatible with existing and proposed developments and uses in the Redevelopment Area, and abatement of such uses is not required by applicable City codes.

The Agency may authorize additions, alterations, repairs or other improvements in the Redevelopment Area for uses which do not conform to the provisions of this Plan where such improvements are within a portion of the Redevelopment area where, in the determination of the Agency, such improvements would be compatible with surrounding Redevelopment Area uses and development and are permitted under applicable City codes.

F. General Controls and Limitation

All real property in the Redevelopment Area is hereby made subject to the controls and requirements of this Plan. No real property shall be developed, rehabilitated, or otherwise changed after the latest effective date of the ordinances adopting this Plan, except in conformance with the provisions of this Plan.

1. Construction

All construction within the Redevelopment Area shall be reviewed by the Redevelopment Agency and shall comply with all applicable State and local laws in effect at the time.

2. Limitation on the Number of Buildings

The number of buildings in the Redevelopment Area shall not exceed the number of buildings permitted under the Master Pan.

3. Number of Dwelling Units

The number of dwelling units in the Redevelopment Area shall not exceed the maximum number allowed under the densities permitted under the City's Master Plan, as implemented and applied by local codes and ordinances.

4. Limitations on Type, Size and Height of Buildings

The type, size, and height of buildings shall be as limited by the City's Master Plan and applicable federal, state and local statutes and ordinances.

5. Open Spaces, Landscaping, Light, Air and Privacy

The approximate amount of open space to be provided in the Redevelopment Area is the total of all area which will be in the public rights-of-way, the public grounds, spaces around buildings, and all other outdoor areas not permitted to be covered by buildings. Landscaping shall be developed in the Redevelopment Area to ensure optimum use of living plant material.

In all areas, sufficient space shall be maintained between buildings to provide adequate light, air and privacy.

6. Signs

All signs shall conform to City requirements as appropriate. Design of all new signs shall be submitted to the City for review and approval prior to installation.

7. Utilities

The Agency shall require that all utility placement be governed according to the prevailing Las Vegas Municipal Code.

8. Incompatible Uses

No use or structure which, in the Agency's opinion would, by reason of appearance, traffic, smoke, glare, noise, odor, or similar factors, be incompatible with the surrounding areas or structures shall be permitted in any part of the Redevelopment Area.

9. Public Uses

The intent of this Redevelopment Plan is to maintain the amount of property currently being used for public purposes. However, in any area the Agency is authorized to permit the maintenance, establishment or enlargement of public, semi-public, institutional or non-profit uses, including park and recreational facilities, libraries, educational, fraternal, employee, philanthropic, religious and charitable institutions, utilities, railroad rights-of-way, and facilities of other similar associations or organizations. All such uses shall conform so far as possible to the provisions of this Plan applicable to the uses in the specific area involved and is permitted under the Master Pan. The Agency may impose such other reasonable restrictions as are necessary to protect the development and uses in the Redevelopment Area.

10. Other Covenants, Conditions and Restrictions

The Agency is authorized to permit minor variations from the limits, restrictions and controls established by this Plan. In order to permit any such variation, the Agency must determine that:

a. The application of certain provisions of the Plan would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of the Plan;

b. There are exceptional circumstances or conditions applicable to the property or to the intended development of the property which do not apply generally to other properties having the same standards, restrictions, and control;

c. Permitting a variation will not be materially detrimental to the public welfare or injurious to property or improvements in the area;

d. Permitting a variation will not be contrary to the objectives of the Plan; and

e. The Agency will ensure that any deviation will not impair the purpose of this Plan, the Zoning district or any applicable zoning regulations.

G. Design Guidelines

Within the limits, restrictions, and controls established in this Plan, the Agency is authorized to establish heights of buildings, land coverage, set back requirements, design and sign criteria, traffic circulation, traffic access, parking, and other development and design controls necessary for proper development and use of both private and public areas within the Redevelopment Area. These may be established by the approval of specific developments, by the adoption of general restrictions and controls, by resolution of the Agency, or by the adoption of one or more Design Guidelines pursuant to this Section.

H. Building Permits

No permit shall be issued for the construction of any new building or any addition, construction, moving, conversion or alteration to an existing building in the Redevelopment Area from the date of effectiveness of the ordinance approving this Plan until the application for such permit has been reviewed by the Agency. Any permit that is issued hereunder must be in conformance with the provisions of this Plan, any Design Guidelines adopted by the Agency, any restrictions for controls established by resolution of the Agency, and any applicable participation or other agreement.

The City may request that the Agency comment on an application for a building permit in order to determine whether the application conforms to the requirements of this Plan. Agency review will be advisory only and will not control the City's approval or disapproval of an applicant.

I. Nondiscrimination and Nonsegregation

There shall be no discrimination or segregation based on race, color, sex, age, creed, religion, national origin or ancestry permitted in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of property in the Redevelopment Area.

METHOD OF FINANCING THE AREA

V. METHOD OF FINANCING THE AREA

A. General Description of the Proposed Financing Method

The Agency is authorized to finance activities in the Redevelopment Area with tax increment funds; interest income; Agency bonds, donations; loans from private financial institutions; the lease or sale of Agency owned property; owner participant or developer loans; participation in development; or with financial assistance from Clark County, the City, State of Nevada, the federal government, or any other available source, public or private.

The Agency is also authorized to obtain advances, borrow funds, issue bonds, and create indebtedness in carrying out this Plan. The principal and interest on such indebtedness may be paid from tax increments or any other funds available to the Agency. Advances and loans for surveys and planning, and for the operating capital for administration of the Redevelopment Area, may be provided by the City or any other available source, public or private, until adequate tax increment or other funds are available or sufficiently assured to repay the advances and loans and to permit borrowing adequate working capital from other sources. The City, as it is able, may also supply additional assistance through issuance of bonds, loans and grants and in-kind assistance.

Tax increment financing, as authorized by this Plan, is intended as the primary source of financing (in combination with other sources of financing that may be available) for specific activities in the Redevelopment Area.

The Agency is authorized to finance this Plan by all means permitted by law. The analysis and description of the proposed method of financing the Redevelopment Plan is contained in the Agency's Report to the City Council. The analysis provides sufficient detail to determine the economic feasibility of this Plan.

B. Tax Increment Funds

All taxes levied upon taxable property within the Redevelopment Area each year, by or for the benefit of the State of Nevada, Clark County, the City of Las Vegas, any district or any other public

corporation (hereinafter sometimes called "taxing agencies") after the effective date of the ordinance approving this Plan, shall be divided as follows:

1. That portion of the taxes which would be produced by the rate upon which the tax is levied each year by or for each of the taxing agencies upon the total sum of the assessed value of the taxable property in the Redevelopment Area as shown upon the assessment roll used in connection with the taxation of the property by the taxing agency, last equalized before the effective date of the ordinance, must be allocated to and when collected must be paid into the funds of the respective taxing agencies as taxes by or for such taxing agencies on all other property are paid. To allocate taxes levied by or for any taxing agency or agencies which did not include the territory in the Redevelopment Area on the effective date of the ordinance but to which the territory has been annexed or otherwise included after the effective date, the assessment roll of the County last equalized on the effective date of the ordinance must be used in determining the assessed valuation of the taxable property in the Redevelopment Area on the effective date. If property which was shown on the assessment roll used to determine the amount of taxes allocated to the taxing agencies is transferred to the state and becomes exempt from taxation, the assessed valuation of the exempt property as shown on that assessment roll must be subtracted from the assessed valuation used to determine the amount of revenue allocated to the taxing agencies.

2. Except as otherwise provided in paragraphs 3 and 4, that portion of the levied taxes each year in excess of the amount set forth in paragraph 2 must be allocated to and when collected must be paid into a special fund of the Redevelopment Agency to pay the costs of redevelopment and to pay the principal of and interest on loans, money advanced to, or indebtedness, whether funded, refunded, assumed, or otherwise, incurred by the Redevelopment Agency to finance or refinance, in whole or in part, redevelopment. Unless the total assessed valuation of the taxable property in the Redevelopment Area exceeds the total assessed valuation of the taxable property in the Redevelopment Area shown on the last equalized assessment roll referred to in paragraph 1, all of the taxes levied and collected upon the taxable property in the Redevelopment Area must be paid into the funds of the

respective taxing agencies. When the Redevelopment Plan is terminated and all loans, advances and indebtedness, if any, and interest thereon, have been paid, all money thereafter received from taxes upon the taxable property in the Redevelopment Area must be paid into the funds of the respective taxing agencies as taxes on all other property are paid.

3. That portion of the taxes in excess of the amount set forth in paragraph (1) that is attributable to a tax rate levied by a taxing agency to produce revenues in an amount sufficient to make annual repayments of the principal of, and the interest on, any bonded indebtedness that was approved by the voters of the taxing agency on or after November 5, 1996, must be allocated to, and when collected must be paid into the appropriate fund of the taxing agency.

4. That portion of the taxes in excess of the amount set forth in paragraph (1) that is attributable to a new or increased tax rate levied by a taxing agency and was approved by the voters of the taxing agency on or after November 5, 1996 must be allocated to, and when collected must be paid into the appropriate fund of the taxing agency.

Except as otherwise provided, in any fiscal year, the total revenue paid to the Redevelopment Agency must not exceed an amount equal to the combined tax rates of the taxing agencies for that fiscal year multiplied by 10 percent (10%) of the total assessed valuation of the City.

For the purposes of this section, the assessment roll last equalized before the effective date of the ordinance approving the Redevelopment Plan is the assessment roll in existence on March 15th immediately preceding the effective date of the ordinance.

This section shall be construed to fully implement the provisions of the Community Redevelopment Law Section 279.676.

C. Agency Bonds

The Agency is authorized to issue bonds from time to time, if it deems it appropriate to do so, in order to finance all or any part of activities in the Redevelopment Area.

Neither the members of the Agency, Agency staff, nor any persons executing the bonds are liable personally on the bonds by reason of their issuance.

The bonds and other obligations of the Agency are not a debt of the City, the state or any of its political subdivisions and neither the City, the state nor any of its political subdivisions is liable on them, nor in any event shall the bonds or obligations shall so state on their face. The bonds do not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

D. Time Limit on Issuing Securities or Establishment of Indebtedness

Securities must not be issued and no indebtedness may be incurred in any other manner, by or on behalf of the Agency to finance, in whole or in part, the Redevelopment Plan beyond 30 years after the date on which the Redevelopment Plan is adopted, except that the Agency may incur indebtedness at any time before the termination of the Redevelopment Plan if the indebtedness is fully repaid no later than the termination of the Redevelopment Plan. The maturity date of any securities which are refunded must not extend beyond the date of termination of the Redevelopment Plan.

Any securities issued by or on behalf of the Agency to finance, in whole or in part, redevelopment pursuant to NRS 279.620 to 279.626, inclusive, and 279.634 to 279.672, inclusive, must mature and be fully paid, including any interest thereon, before the termination of the Redevelopment Plan.

E. Other Loans and Grants

Any other loans, grants, guarantees, or financial assistance from the United States, the State of Nevada, or any other public or private source will be utilized if available as appropriate in carrying out activities in the Redevelopment Area. In addition, the Agency may make loans as permitted by law to public or private entities for any of its redevelopment purposes.

VI. ACTIONS BY THE CITY

The City may aid and cooperate with the Agency in carrying out this Plan and may take all actions necessary to ensure the continued fulfillment of the purposes of this Plan and to prevent the recurrence or spread in the area of conditions causing blight. Actions by the City may include, but are not limited to, the following:

1. Institution and completion of proceedings for opening, closing, vacating, widening, or changing the grades of streets, alleys, and other public rights-of-way, in the Redevelopment Area. Such action by the City shall include the requirement of abandonment, removal, and relocation by the public utility companies of their operations in public rights-of-way as appropriate to carry out this Plan, provided that nothing in this Plan shall be construed to require the cost of such abandonment, removal, and relocation be borne by others than those legally required to bear such costs;

2. Institution and completion of proceedings necessary for changes and improvements in private and publicly-owned utilities within or affecting the Redevelopment Area;

3. Revision or adoption of the City zoning ordinance(s), specific plan(s), or the Master Plan as appropriate within the Redevelopment Area to permit the land uses and development authorized by or necessary or desired to carry out this Plan;

4. Imposition wherever necessary (by covenants or restrictions, conditional use permits or other means) of appropriate controls within the limits of this Plan upon parcels in the Redevelopment Area to ensure their proper development and use;

5. Execution of statutory development agreements where necessary and appropriate to facilitate developments approved by the Agency;

6. Provisions for administrative enforcement of this Plan by the City, as appropriate, after development;

7. Performance of the above actions, and of all other functions and services relating to public health, safety, and physical development normally rendered in accordance with a schedule which will permit the redevelopment of the Redevelopment Area to be commenced and carried to completion without unnecessary delays;

8. Provisions of services and facilities by the various officials, offices and departments of the City for the Agency's purposes under this Plan;

9. Provision of financial assistance in accordance with this Plan or as authorized by law; and/or

10. The undertaking and completing of any other proceedings necessary to carry out activities in the Redevelopment Area.

The foregoing actions to be taken by the City may involve financial outlays by the City, but do not constitute a commitment to make such outlays.

VII. ENFORCEMENT

The administration and enforcement of this Plan, including the preparation and execution of any documents implementing this Plan, shall be performed by the Agency and/or the City.

Without limitation on the powers conferred on the City or Agency by statute or law, the provisions of this Plan or other documents entered into pursuant to this Plan may also be enforced by court litigation instituted by either the Agency or the City. Such remedies may include, but are not limited to, specific performance, damages, re-entry, injunctions, or any other remedies appropriate to the purposes of this Plan. In addition, any recorded provisions which are expressly for the benefit of owners of property in the Redevelopment Area may be enforced by such owners.

VIII. DURATION OF THIS REDEVELOPMENT PLAN

The provision of this Plan and any amendments hereto shall be effective, and the provisions of other documents formulated pursuant to this Plan may be made effective, for forty-five (45) years after the date on which the original Plan was initially adopted, or March 5, 1986. This Plan and any amendments hereto will terminate forty-five (45) years after the date on which this Plan is adopted.

IX. PROCEDURE FOR AMENDMENT

This plan may be amended by means of the procedure established in the Community Redevelopment Law, or by any other procedure established by law.

X. IMPLEMENTATION AGREEMENTS

The Agency and City may enter into any agreement(s) between them which they deem necessary to implement the provisions of this Plan. Such agreements shall relate only to the implementation of this Plan and shall not revise, change or modify any of the provisions, requirements or limitations of this Plan.

XI. SEVERABILITY

If any provision, section, subsection, subdivision, sentence, clause or phrase of this Plan is for any reason held to be invalid, unenforceable, or unconstitutional, such decision shall not affect the validity and effectiveness of the remaining portion or portions of the Plan. In the event that any portion of the Redevelopment Area shall be determined to have been invalidly or incorrectly included in the Redevelopment Area that is the subject of this Plan, such portion of the Redevelopment Area shall be deemed severable from the remainder of the Redevelopment Area and the remainder of the Redevelopment Area shall remain fully subject to the provisions of this Plan.

EXHIBIT A
REDEVELOPMENT AREA MAP

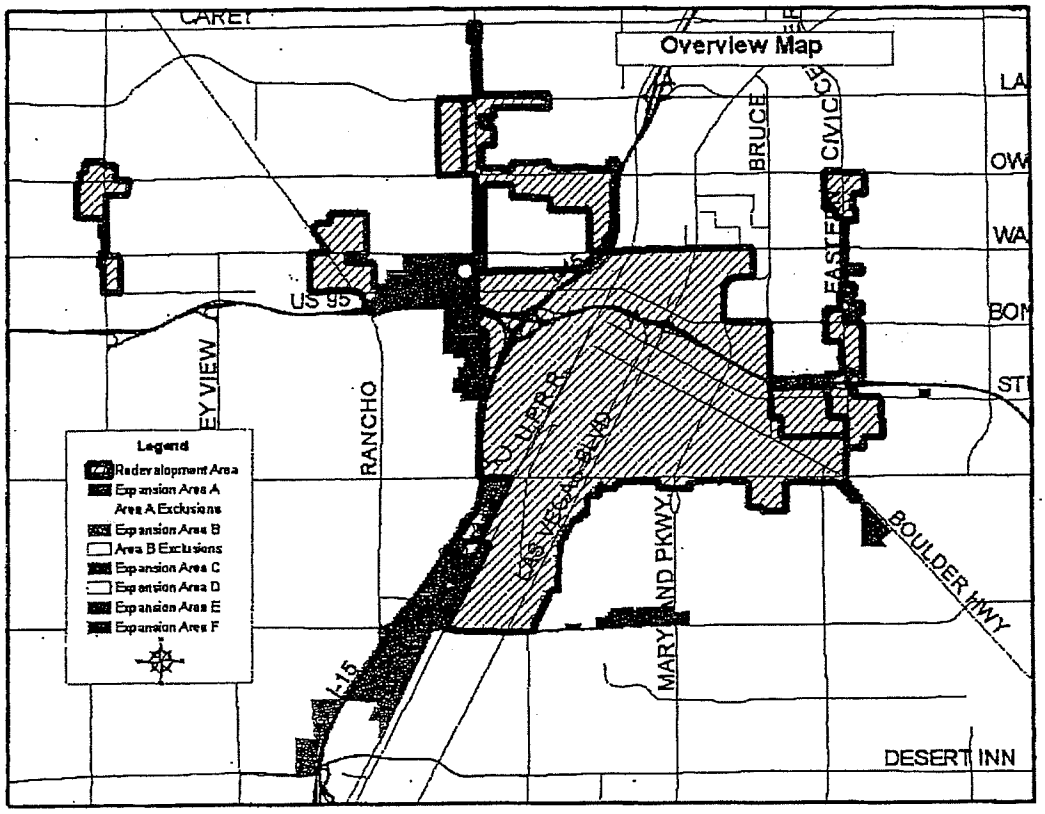


EXHIBIT B
LEGAL DESCRIPTIONS OF THE REDEVELOPMENT AREA

A.P.N. 139-28, 139-29, 139-33
CITY OF LAS VEGAS AMENDED REDEVELOPMENT EXPANSION AREA A / WASHINGTON AVENUE TO ALTA DRIVE, I-15 TO RANCHO DRIVE

Those portions of Section 28, Section 29, and Section 33, all in Township 20 South, Range 61 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, described below:

BEGINNING at the northwest corner of the Southwest Quarter (SW 1/4) of said Section 28, also being the centerline intersection of WASHINGTON AVENUE and TONOPAH DRIVE; thence east along the north line the Southwest Quarter (SW 1/4) of said Section 28 and east along the centerline of WASHINGTON AVENUE to the northeast corner of the Southwest Quarter (SW 1/4) of said Section 28 and to the west right-of-way line of MARTIN LUTHER KING BOULEVARD; thence south along the east line of the Southwest Quarter (SW 1/4) of said Section 28 and south along the westerly line of MARTIN LUTHER KING BOULEVARD to the southeast corner of the Southwest Quarter (SW 1/4) of said Section 28, also being the northwest corner of the Northeast Quarter (NE 1/4) of said Section 33, also being a point on the westerly projection of the centerline of MINERAL AVENUE; thence east along the north line of the Northeast Quarter (NE 1/4) of said Section 33 and east along the westerly projection of said MINERAL AVENUE centerline to the northerly projection of the west line of Parcel 1 as shown in File 36 of Parcel Maps, Page 81 of Clark County, Nevada Records; thence along the west line of said PARCEL 3 and the southerly projection thereof to the south line of PARCEL 1 as shown in File 60 of Parcel Maps, Page 68 of Clark County, Nevada Records; thence southwesterly along a straight line to the northeast corner of PARCEL 1 as described by that GRANT, BARGAIN, AND SALE DEED, recorded March 30, 1994 in Book 940330 as Instrument Number 02224; thence southerly along the east line of said Book 940330, Instrument Number 02224 parcel to the southwest corner of that parcel of land described by GRANT, BARGAIN, SALE DEED, recorded November 6, 1991 in Book 911106 as Instrument Number 00082; thence easterly along the south line of said Book 911106, Instrument Number 00082 parcel to the westerly right-of-way line of INTERSTATE FREEWAY 15 (I-15); thence southwesterly along said westerly right-of-way line to the north right-of-way line of BONNEVILLE AVENUE; thence westerly along the north

right-of-way line of said BONNEVILLE AVENUE to the north right-of-way line of ALTA DRIVE; thence along the north line of said ALTA DRIVE to the southeast corner of LOT 2 as shown in File 79 of Parcel Maps, Page 21 of Clark County, Nevada Records; thence northerly along the east line of said LOT 2 to the northeast corner thereof; thence westerly along the north line of said LOT 2 to the northwest corner of said LOT 2 and to the westerly line of said File 79 of Parcel Maps, Page 21; thence northerly, easterly, and northerly along said westerly line to the south line of the Parcel Map in File 46 of Parcel Maps, Page 99 of Clark County, Nevada Records; thence westerly along the south line of said File 46 of Parcel Maps, Page 99 to the centerline of SHADOW LANE; thence 200 feet northerly along said SHADOW LANE centerline; thence easterly 140 feet to the west line of said File 46 of Parcel Maps, Page 99; thence north along said west line to the centerline of MESQUITE AVENUE and to the southeast corner of TWIN LAKES VILLAGE UNIT No. 11 as filed in Book 9 of Plats, Page 51 of Clark County, Nevada Records; thence northerly along the easterly line of said TWIN LAKES VILLAGE UNIT No. 11 to the southerly right-of-way line of US-95; thence westerly along the southerly line of said US 95 to the northeasterly line of RANCHO DRIVE; thence northwesterly along the northeasterly line of said RANCHO DRIVE to the northerly line of said US-95; thence east along the northerly line of said US-95 to the southwest corner of BONANZA PARK as filed in Book 29 of Plats, Page 41 of Clark County, Nevada Records; thence north along the west line and the northerly projection thereof of said BONANZA PARK to the centerline of BONANZA ROAD; thence north along the southerly projection of the east line of that parcel of land described by DEED recorded June 2, 1998 in Book 980602 as Instrument Number 02304; thence north along said southerly projection and along the east line of said Book 980602, Instrument Number 02304 parcel to the northeast corner thereof; thence west along said north line to the east line of DIKE LANE; thence north along the east line of said DIKE LANE to the southwest corner of SUNSHINE VILLAGE as filed in Book 30 of Plats, Page 88 of Clark County, Nevada Records; thence counter-clockwise along the boundary of said SUNSHINE VILLAGE to the northeast corner of said SUNSHINE VILLAGE; thence north to the southwest corner of SLEEPY HOLLOW TOWNHOMES as filed in Book 52 of Plats, Page 62 of Clark County, Nevada Records; thence east along the south line and the easterly projection thereof, of said SLEEPY HOLLOW TOWNHOMES to the centerline of TONOPAH DRIVE; thence north along the centerline of TONOPAH DRIVE to the POINT OF BEGINNING.

The above-described parcel of land contains an area of 11,027,780 square feet, or 253.163 acres, more or less.

This land description has been prepared for the sole purpose of executing an amendment to the boundaries of the City of Las Vegas Redevelopment Area. This land description shall not be used for any other purpose without the express approval of the Right-of-Way Section of Department of Public Works, City of Las Vegas.

A.P.N. 162 04, -08, -09
CITY OF LAS VEGAS, AMENDED REDEVELOPMENT AREA EXPANSION AREA B / CHARLESTON BOULEVARD TO DESERT INN ROAD EAST OF I-15 (REVISED 05/06)

Those portions of Section 4, Section 5, Section 8, and Section 9, Township 21 South, Range 61 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, being those proposed expansion of redevelopment area boundary bounded as follows:

BEGINNING at the centerline of CHARLESTON BOULEVARD intersected with the western right of way of UNION PACIFIC RAILROAD; thence southwesterly along said western right of way of UNION PACIFIC RAILROAD to the centerline of OAKEY AVENUE; thence along the centerline of OAKEY AVENUE easterly to the centerline of INDUSTRIAL ROAD; thence southwesterly along the centerline of INDUSTRIAL ROAD to the centerline of SAHARA AVENUE; thence westerly along the centerline of SAHARA AVENUE to the western right of way of UNION PACIFIC RAILROAD; thence southwesterly along said western right of way of UNION PACIFIC RAILROAD to the west line of the Southwest Quarter (SW 1/4) of said Section 9; thence northerly along said west line of said Southwest Quarter (SW 1/4) to the southeast corner of that certain parcel of land annexed to the City of Las Vegas by Ordinance 2174 recorded in Book 1437 as Instrument Number 1396507 of Clark County, Nevada Records; thence westerly along the south line of said annexed parcel to the centerline of HIGHLAND DRIVE; thence northeasterly along said centerline of HIGHLAND DRIVE to the most northerly corner of said annexed parcel; thence southeasterly along the northeasterly line of said annexed parcel to the west line of the Southwest Quarter (SW 1/4) of said Section 9; thence northerly along said west line to the common quarter corner of said Section 8 and said Section 9; thence westerly along the north line of the Southeast Quarter (SE 1/4) of said Section 8 to the west right of way of INTERSTATE HIGHWAY 15 (I-15); thence southwesterly along the west right of way of said I-15 to the centerline of DESERT INN ROAD; thence westerly along the centerline of DESERT INN ROAD to the point of intersection with the southerly projection of the west line of Lot 1 of Parcel Map in File 19, Page 45 of Clark County, Nevada Records; thence along said southerly projection, said west line and the northerly projection of west line of said Lot 1 to the centerline of SIRIUS AVENUE; thence easterly along the centerline of said SIRIUS AVENUE to the centerline of RIGEL AVENUE; thence northerly along the centerline of said RIGEL AVENUE to the north right of way of MEADE AVENUE, also being the southwest corner of that Parcel Map in File 61, Page 74 of Clark County, Nevada Records; thence along the west line of said Parcel Map 61, Page 74 to the south line of subdivision RICHFIELD VILLAGE UNIT NO. 4-A, recorded in Book 7 of Plats, Page 78 of Clark County, Nevada Records; thence easterly along said south line and the easterly projection to the west right of way of RANCHO

DRIVE; thence northeasterly along said west right of way and the northeasterly projection to the east line of the Northeast Quarter (NE 1/4) of said Section 8; thence northerly along said east line to the northeast corner of said Section 8, also being the southeast corner of said Section 5; thence northerly along the east line of the Southeast Quarter (SE 1/4) of said Section 5 to the south line of subdivision GLEN HEATHER ESTATES UNIT NO.3 as recorded in Book 6 of Plats, Page 77 of Clark County, Nevada Records; thence easterly along said south line to the west right of way of I-15; thence northeasterly along said west right of way to the center line of OAKEY BOULEVARD; thence continuing northeasterly along the west right of way of I-15 and the east right of way of MARTIN LUTHER KING BOULEVARD to the south right of way of CHARLESTON BOULEVARD; thence at right angle to the centerline of CHARLESTON BOULEVARD; thence easterly along the centerline of CHARLESTON BOULEVARD to the POINT OF BEGINNING.

EXCEPT THEREFROM the following twenty-one (21) tax parcels are not a part of the Redevelopment Expansion Area "B": 162-04-404-006, 162-04-412-001, 162-04-503-001, 162-04-503-003, 162-04-503-004, 162-04-503-005, 162-04-503-006, 162-04-602-001, 162-04-602-002, 162-04-602-003, 162-04-604-001, 162-04-604-002, 162-04-605-003, 162-04-605-004, 162-04-605-006, 162-04-602-011, 162-04-602-010, 162-04-703-010, 162-08-604-001, 162-09-102-004, 162-09-201-001, having a total area of 1,417,576 square feet more or less.

The above-described parcel of land contains a net area of 14,979,145 square feet or 343.874 acres, more or less.

This legal description of land has been prepared for the sole purpose of executing an amendment to the boundaries of the City of Las Vegas Redevelopment Area only. This legal description of land should not be used for any other purpose, without the express approval of the Right-of-Way Section of the City of Las Vegas.

A.P.N.: 162-03-4, 03-8; 162-02-4
CITY OF LAS VEGAS, AMENDED REDEVELOPMENT EXPANSION AREA C / NORTH OF SAHARA AVENUE, BETWEEN PARADISE ROAD AND MARONEY AVENUE

Those portions of the South Half (S 1/2) of Section 3, and the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section 2, Township 21 South, Range 61 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada described as follows:

BEGINNING at a point on the southwest corner of Lot 46, Block 1 of the plat of PARADISE VILLAGE TRACT No. 1 in Book 3, Page 2 of Clark County, Nevada Records, also being a point on the north right-of-way line of SAHARA AVENUE; thence easterly along said north line of SAHARA AVENUE to the centerline of SANTA ROSA ROAD; thence northerly along said SANTA ROSA ROAD centerline to the centerline of SAN PABLO DRIVE; thence easterly along said SAN PABLO DRIVE centerline to the centerline of VAN PATTEN PLACE; thence southerly along said VAN PATTEN PLACE centerline to a point of the westerly projection of the north right-of-way line of SAHARA AVENUE; thence easterly along said north line of SAHARA AVENUE to the centerline of SIXTH STREET; thence northerly along said SIXTH STREET centerline to the intersection of the westerly projection of the south line of SAHARA COURTYARDS CONDOMINIUMS, as shown on Book 56 of Plats, Page 95 of Clark County, Nevada Records; thence along the south line and east line of said SAHARA COURTYARDS CONDOMINIUMS to the south line of TOWN AND COUNTRY ESTATES, as shown on Book 7 of Plats, Page 65 of Clark County, Nevada Records; thence easterly along said south line to the southeast corner of said TOWN AND COUNTRY ESTATES; thence North 87 deg.50'18" East 108.81 feet; thence South 00 deg.56'00" West 97.10 feet; thence South 89 deg.04'00" East 108.65 feet; thence North 00 deg.56'00" East 102.97 feet; thence North 87 deg.50'18" East to the northeast corner of Lot 3 as shown on Parcel Map in File 97. Page 79; thence along the east line of said Lot 3, South 00 deg.21'52" East to the northwest corner of Lot 2 as shown on Parcel Map in File 96, Page 88 all of Clark County, Nevada Records; thence easterly along the north line of said Lot 2 and the easterly projection to the intersection with the centerline of MARYLAND PARKWAY; thence southerly along said centerline to a point being the westerly projection of the centerline of SAN PEDRO STREET; thence easterly along said SAN PEDRO STREET centerline to a point being the northerly projection of the west line of Block 5 of the plat of FRANCISCO PARK as shown in Book 4, of Plats, Page 14 of Clark County, Nevada Records; thence southerly along said west line to the centerline of SAHARA AVENUE; thence westerly along said SAHARA AVENUE centerline to a point being the southerly projection of the west line of Lot 46, Block 1 of said plat of PARADISE VILLAGE TRACT No. 1; thence northerly along said west line, 40 feet to the POINT OF BEGINNING.

The above-described parcel of land contains an area of 2,289,710 square feet or 52.564 acres, more or less.

This legal description of land has been prepared for the sole purpose of executing an amendment to the boundaries of the City of Las Vegas Redevelopment Area only. This legal description of land should not be used for any other purpose, without the express approval of the Right-of-Way Section of Public Works, City of Las Vegas.

A.P.N.139-26-102-001 THRU –007, –009
139-26-201-001, -004, –006, -010 THRU –015, -017, -018
CITY OF LAS VEGAS, AMENDED REDEVELOPMENT
EXPANSION AREA D / NORTH OF WASHINGTON AVENUE,
SOUTH OF FOREMASTER LANE, BETWEEN LAS VEGAS BOULEVARD
NORTH AND BRUCE STREET

Those portions of the Northwest Quarter (NW 1/4) of Section 26, Township 20 South, Range 61 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada described as follows:

BEGINNING at the southeast corner of the Northwest Quarter (NW 1/4) of said Section 26, also being the centerline intersection of BRUCE STREET and WASHINGTON AVENUE; thence westerly along said WASHINGTON AVENUE centerline to a point of the southerly projection of the centerline of FANTASY LANE as shown on the Record of Survey for LION'S/FANTASY PARK in File 60 of Surveys, Page 51 of Clark County, Nevada Records; thence northerly along said FANTASY LANE centerline to a point of the easterly projection of the south property line as shown on the Record of Survey for BUNKER BROTHER'S MORTUARY, INC. in File 67, Page 87 of Clark County, Nevada Records; thence westerly along said south property line, 849.12 feet to the NEW PROPERTY LINE as shown in said Record of Survey; thence northerly along said NEW PROPERTY LINE to the centerline of SEARLES AVENUE; thence westerly along said SEARLES AVENUE centerline to the centerline of LAS VEGAS BOULEVARD NORTH; thence northerly along said LAS VEGAS BOULEVARD centerline to the centerline of FOREMASTER LANE; thence easterly along said FOREMASTER LANE centerline to a point of the northerly projection of the east property line as shown on the Record of Survey for K.V.B.C. T.V. 3 in File 42 of Surveys, Page 38 of Clark County, Nevada Records; thence southerly along said property line to the centerline of SEARLES AVENUE; thence westerly along said SEARLES AVENUE centerline to a point of the northerly projection of the west property line as described by CORPORATION GRANT DEED, recorded August 11, 1961 in Book 314 as Document Number 254186 of Clark County, Nevada Records; thence southerly along said west property line to the centerline of GRAGSON AVENUE; thence easterly along said GRAGSON AVENUE centerline to the centerline of BRUCE STREET; thence southerly along said BRUCE STREET centerline to the POINT OF BEGINNING.

The above-described parcel of land contains an area of 2,700,809 square feet, or 62.002 acres, more or less.

This legal description of land has been prepared for the sole purpose of executing an amendment to the boundaries of the City of Las Vegas Redevelopment Area only. This legal description of land should not be used for any other purpose, without the express approval of the Right-of-Way Section of Public Works, City of Las Vegas.

A.P.N. 162-01-201-001, -002
REDEVELOPMENT EXPANSION AREA E / BOULDER HIGHWAY, OAKEY BOULEVARD, ATLANTIC STREET

That portion of the East Half (E 1/2) of the Northwest Quarter (NW 1/4) of Section 1, Township 21 South, Range 61 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, described as follows:

BEGINNING at the intersection of the north line of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of said Section 1 with the west line of BOULDER HIGHWAY (200 feet wide); thence along said west line South 42 deg.27'00" East 1035.87 feet to the north corner of that certain parcel of land ARTHUR ROZEN conveyed to EXBER INC., by GRANT BARGAIN, SALE DEED recorded in Book 910531 as Instrument 01341 of Clark County, Nevada Records; thence South 47 deg.33'00" West at right angles to said west line 500.00 feet to the west corner of said EXBER parcel; thence southeasterly along the southwest line of said EXBER parcel South 42 deg.27'00" East 293.04 feet to the north line of OAKEY BOULEVARD (80 feet wide); thence westerly along said north line South 89 deg.57'43" West 904.02 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 25.00 feet; thence northwesterly through a central angle of 89 deg.49'20" and an arc length of 39.19 feet to the east line of ATLANTIC STREET (60 feet wide); thence northerly along said east line North 00 deg.12'57" West 1291.02 feet to the north line of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of said Section 1; thence continuing along the east line of said ATLANTIC STREET, North 00 deg.10'30" West 178.48 feet to a point; thence at right angles to the west line of said BOULDER HIGHWAY, North 47 deg.33'00" East 181.27 feet to said west line; thence along the west line of said BOULDER HIGHWAY, South 42 deg.27'00" East 404.01 feet to the POINT OF BEGINNING. The above-described parcel of land contains an area of 1,137,832 square feet or 26.121 acres, more or less.

This legal description of land has been prepared for the sole purpose of executing an amendment to the boundaries of the City of Las Vegas Redevelopment Area only. This legal description of land should not be used for any other purpose, without the express approval of the Right-of-Way Section of Public Works, City of Las Vegas.

Prepared by:
Brian Yu PLS
731 S. Fourth Street,
Public Works, City of Las Vegas,
Las Vegas, NV 89101

A.P.N. 139-36-603-001 (020-600-001)
REDEVELOPMENT EXPANSION AREA F /
NORTH OF STEWART AVENUE BETWEEN
MOJAVE ROAD AND THIRTIETH STREET

That portion of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section 36, Township 20 South, Range 61 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, bounded as follows:

Bounded on the north by the south line of INTERSTATE ROUTE 515 (250 feet wide); bounded on the east by the west line of MOJAVE ROAD (125 feet wide); bounded on the south by the north line of STEWART AVENUE (100 feet wide); bounded on the west by the east line of THIRTIETH STREET (60 feet wide); bounded on the southwest by the arc of a curve, concave northeasterly having a radius of 20.00 feet, being tangent to the east line of said THIRTIETH STREET, and tangent to the north line of said STEWART AVENUE; and bounded on the southeast by the arc of a curve, concave northwesterly, having a radius of 55.00 feet, being tangent to the north line of said STEWART AVENUE and tangent to the west line of said MOJAVE ROAD.

The above-described parcel of land contains an area of 125,197 square feet or 2.874 acres, more or less.

This legal description of land has been prepared for the sole purpose of executing an amendment to the boundaries of the City of Las Vegas Redevelopment Area only. This legal description of land should not be used for any other purpose, without the express approval of the Right-of-Way Section of Public Works, City of Las Vegas.

LEGAL DESCRIPTION OF DOWNTOWN REDEVELOPMENT AREA (AS ADOPTED IN 1986, EXPANDED IN 1989 AND 1996)

BEGINNING at the intersection of the centerline of Charleston Boulevard and the Westerly boundary of Interstate Highway I-15; thence Northerly along the Westerly boundary of Interstate Highway I-15 to a line that is 1284 feet North of the centerline of Alta Drive; thence Westerly along said line to a line that is 310 feet East of the Centerline of Highland Drive; thence Northerly along said line to the centerline of Mineral Avenue; thence Westerly along the centerline of Mineral Avenue to the centerline of Highland Drive; thence Northerly along the centerline of Highland Drive to the centerline of McWilliams Avenue; thence Easterly along the centerline of McWilliams Avenue to the Westerly boundary of Interstate Highway I-15; thence Northeasterly along the Westerly boundary of Interstate Highway I-15 to the centerline of Washington Avenue; thence Easterly along the centerline of Washington Avenue to the centerline of Sagman Street; thence Southerly along the centerline of Sagman Street to the centerline of Maryland Parkway; thence Westerly and Southerly along the centerline of Maryland Parkway to the centerline of Bonanza Road; thence Easterly along the centerline of Bonanza Road to the centerline of Bruce Street; thence Southerly along the centerline of Bruce Street to the centerline of Ogden Avenue; thence Easterly along the centerline of Ogden Avenue to the centerline of 18th Street; thence Southerly along the centerline of 18th Street to the centerline of Sunrise Avenue; thence Easterly along the centerline of Sunrise Avenue to the centerline of Eastern Avenue; thence Southerly along the centerline of Eastern Avenue and 25th Street to the Southwesterly boundary of Fremont Street (U.S. Highway Nos. 93 – 95 466); thence Southeasterly along the Southwesterly boundary of Fremont Street to the centerline of Atlantic Street; thence Southerly along the centerline of Atlantic Street to the centerline of Olive Street; thence Westerly along the centerline of Olive Street to the centerline of Russell Avenue; thence Northwesterly along the centerline of Russell Avenue to the centerline of Euclid Avenue; thence Northerly along the centerline of Euclid Avenue to a line that is 350 feet Southerly of the centerline of Charleston Boulevard; thence Westerly along said line a distance of 128 feet; thence Northerly a distance of 115 feet to a line that is 235 feet Southerly of the centerline of Charleston Boulevard; thence Westerly along said line to the centerline of Burnham Avenue; thence Southerly along the centerline of Burnham Avenue to a line that is 1214 feet South of the centerline of Charleston Boulevard; thence Westerly along said line to a line that is 580 feet East of the Easterly Boundary of HILLSIDE TERRACE (a recorded subdivision); thence Northerly along said line a distance of 130 feet to a line that is 1084 feet South of the centerline of Charleston Boulevard; thence Westerly along said line to the Easterly Boundary of said HILLSIDE TERRACE; thence Northerly along the Easterly boundary of HILLSIDE TERRACE and

CHARLESTON SQUARE TRACT No. 3 (a recorded subdivision) to the South line of Lot 2, Block 1 of the CHARLESTON SQUARE TRACT No. 3; thence Westerly along said South line of Lot 2 to the centerline of 17th Street; thence Northerly along the centerline of 17th Street to the centerline of the East – West alley in Block 1 of CHARLESTON square tract No. 4; thence Westerly along the centerline of said East – West alley to the centerline of the North – South alley in said Block 1; thence Northerly along the centerline of said North – South alley to the South line of Lot 1 of CHARLESTON SQUARE TRACT No. 2 (a recorded subdivision); thence Westerly along said South line of Lot 1 to the centerline of Hillside Place; thence Southerly along the centerline of Hillside Place to the centerline of the East – West alley in Block 1 of CHARLESTON SQUARE TRACT No. 1 (a recorded subdivision); thence Westerly along the centerline of said East – West alley to the centerline of Thelma Lane; thence Northwesterly along said centerline to the centerline of Chapman Drive; thence Northerly along the centerline of Chapman Drive to the South line of Lot 1, Block 2 of said CHARLESTON SQUARE TRACT No. 1; thence Westerly along said South line of Lot 1 to the West line of said Lot 1; thence Northerly along said West line of Lot 1 to the South line of Lot 1, Block 4 of HUNTRIDGE SUBDIVISIOIN TRACT No. 3 AMENDED (a recorded subdivision); thence Westerly along said South line of Lot 1 to the centerline of 15th Street; thence Southerly along the centerline of 15th Street to the centerline of the East – West alley in Block 3 of said HUNTRIDGE SUBDIVISION TRACT No. 3 AMENDED; thence Westerly along the centerline of said East - West alley to the centerline of the North – South alley in Block 25 of said HUNTRIDGE SUBDIVISION TRACT No. 3 AMENDED; thence Southerly along the centerline of said North – South Alley to the centerline of the most Southerly East – West alley in said Block 25; thence Westerly along the centerline of said East – West alley and the centerline of the East – West alley in Block 24 of HUNTRIDGE SUBDIVISION TRACT No. 2 AMENDED to the centerline of the North – South alley in said Block 24; thence Northerly along the centerline of said North –South alley to the South line of Lot 1, Block 2 of said HUNTRIDGE SUBDIVISION TRACT No. 2 AMENDED; thence Westerly along said South line of Lot 1 and the North lines of Lots 17, 16, 15, 14, 13, 12, and 11, Block 2 of HUNTRIDGE SUBDIVISION TRACT No. 1 (a recorded subdivision) to the centerline of 10th Street; thence Northerly along the centerline of 10th Street to the South line of Lot, block of said HUNTRIDGE SUBDIVISION TRACT No. 1; thence Westerly along said South line of Lot 1 to the East line of Lot 1, Block 1 of VEGA VERDE ADD; thence South along said East line of Lot 1 to the South line of said Lot 1; thence Westerly along the south lines of Lot 1 and Lots, 2, 3, 4, 5, 6, 7, 8 and the Westerly prolongation thereof to the centerline of 8th Street; thence Southerly along the centerline of 8th Street to a line that is 235 feet South of the centerline of Charleston Boulevard; thence Westerly along said line a distance of 200 feet; thence Southerly 190 feet to a line that is 425 feet South of the centerline of Charleston Boulevard; thence Westerly along said line a distance of 407 feet; thence Northerly 87 feet to a line that is 338 feet South of

the centerline of Charleston Boulevard; thence Westerly along said line a distance of 37 feet; thence Northerly a distance of 13 feet to a line that is 325 feet South of the centerline of Charleston Boulevard; thence Westerly along said line to the centerline of 6th Street; thence Southerly along the centerline of 6th Street to the centerline of Park Paseo; thence Westerly along the centerline of Park Paseo to the West Line of the Lot "J" of PARK PLACE ADDITION (a recorded subdivision); thence Southerly along said West line and along the West line of Block 2 of DESERT PARK No. 3 (a recorded subdivision) to the North line of PARADISE GROVE (a recorded subdivision); thence Westerly along said North line of PARADISE GROVE to the Westerly boundary of said PARADISE GROVE; thence Southwesterly and Southerly along said Westerly boundary of PARADISE GROVE to the centerline of Oakey Boulevard; thence Easterly along the centerline of Oakey Boulevard to the centerline of Santa Paula Drive to the centerline of St. Louis Street; thence Westerly along the centerline of said St. Louis Street to the North – South centerline of Block 19 of PARADISE VILLAGE TRACT No. 1 (a recorded subdivision); thence Southerly along said North – South centerline to the centerline of Sahara Avenue; thence Westerly along the centerline of Sahara Avenue to the centerline of Industrial Road; thence Northerly along the centerline of Industrial Road to the centerline of Wyoming Avenue; thence Westerly along the centerline of Wyoming Avenue to the Westerly right-of-way line of the Union Pacific Railroad; thence Northeasterly along said Westerly right-of-way line to the centerline of Charleston Boulevard; thence Westerly along the centerline of Charleston Boulevard to the POINT OF BEGINNING.

99:LGL.I

1-22-86

Exception No. 10

20080618-0000818

Fee: $14.00
N/C Fee: $0.00
06/18/2008 09:36:36
T20080119037
Requestor:
LAS VEGAS CITY
Debbie Conway KXC
Clark County Recorder Pgs: 1

APN(s): 139-34-611-018

CITY OF LAS VEGAS NOTICE OF ZONING ACTION

TO: ALL INTERESTED PARTIES

Assessor's Parcel No(s): 139-34-611-018

Legal Description: LOTS ONE (1) THROUGH FIVE (5) INCLUSIVE AND LOTS THIRTEEN (13) THROUGH TWENTY-TWO (22) INCLUSIVE IN BLOCK SIX (6) OF HAWKINS ADDITION TO THE CITY OF LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 40, IN THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

TOGETHER WITH THOSE PORTIONS OF VACATED ALLEY AS DISCLOSED BY THAT CERTAIN "ORDER OF VACATION" RECORDED IN BOOK 48 OF OFFICIAL RECORDS, AS DOCUMENT NO. 038243.

COMMONLY KNOWN AS 601 FREMONT STREET, LAS VEGAS, NEVADA.

PLEASE BE ADVISED that the Las Vegas City Council, at a duly-noticed hearing held on **May 7, 2008**, approved the following: **Case Numbers: EOT-27347 AND EOT-27348** together with various conditions, limitations and restrictions which may affect your occupancy and/or use, and any other successor property owner(s) occupancy and/or use, of the above-referenced real property in the City of Las Vegas. YOU ARE HEREBY ADVISED AND DIRECTED to contact the City of Las Vegas' Department of Planning and Development and/or the Las Vegas City Clerk's Office to request a copy of any and all such conditions, limitations or restrictions.

May 30, 2008

ORIGINAL

Lean Coleman, Deputy City Clerk II
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

WHEN RECORDED, RETURN TO:
CITY OF LAS VEGAS, CITY CLERK
400 STEWART AVENUE, 1ST FLOOR
LAS VEGAS, NV 89101

Public Purpose/Impact Analysis

Titles of Projects:

1. Real Estate Lease with Purchase Option Agreement between the City and 601 Fremont, LLC) for 601 Fremont Street.

Project Descriptions:

1. The City proposes to lease the vacant 48, 740 square foot, 3-story building located at 601 Fremont St. for $233,000 per year for a term of 30 years with one 15 year extension option. There is a one percent annual rent escalation scheduled to begin at the 7th year of the lease. The rental rate will be abated during the tenants construction phase (approx. 2 years) and then for an additional 5 years subsequent to the construction period. The tenant is required to develop the 16,000 square foot ground floor of the property with retail, restaurant and entertainment businesses to promote economic development in the Fremont East Entertainment District. Once the ground floor businesses are fully operational, the tenant may exercise the purchase option so they may begin the development process for a potential hotel/condo located on the existing parking lot of the property.

Sponsor/Developer: City and 601 Fremont, LLC

Assistance provided by City and or RDA? City

Cite Pertinent Statutes for Public Purpose: N.R.S. 268.063

How does the projects benefit the public?

- The property at 601 Fremont St is located in the city's Redevelopment Area and in the center of the Fremont East Entertainment District. The building is ideally suited for retail, restaurant and entertainment venues that will enhance the existing businesses in the immediate area. In addition the rehabilitation of the building will provide construction jobs and the new businesses will provide permanent jobs that currently do not exist.

Quantitative Economic Benefits:

- The existing 601 Fremont occupancy rate is: 0%
- The existing number of full-time equivalent (FTE) employees is: 0
- The redevelopment of the 601 Fremont St. building into a retail and entertainment venue is expected to generate new direct and indirect jobs, as well as, increase demand for space in the Fremont East District and supply of retail and entertainment opportunities for locals and tourists to engage in.
    - Considering only the first floor of the building which is approximately 16,000 sf to be occupied with general retail operations the occupancy rate would immediately increase

	by 32.8 % and could potentially generate employment for 14.5 FTE employees with estimated annual gross wages of $346,275. This only represents the minimum, there is a great potential to increase these numbers once the percentage of retail, restaurant and entertainment space allocation is finalized.

No. of direct jobs created: 14.5
No. of indirect jobs created: 10.86

Private investment: The tenant has estimated approximately $10 million in construction and rehabilitation in phase one of this project.

Public investment: $0***

Total direct economic impact: TBD

Total indirect economic impact: Ancillary.

Economic impact study performed (yes/no)? no
Return on Investment Analysis performed (yes/no)? no

*** City is not required to supplement any hard costs for this project however the city will forego rental payments for a number of years that would be considered revenue.

City of Las Vegas Agenda Item No.: **44.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2010

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

SUBJECT:
RESOLUTIONS:

R-37-2010 - Public hearing and possible action regarding a Resolution authorizing installment purchase agreements in an amount not to exceed $10,848,700 for the purpose of financing energy conservation and renewable energy projects and authorizing the officers of the City to execute documents related thereto and forward materials to the Department of Taxation - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $10,848,700
Funding Source: General Government CPF
Dept./Division: Finance and Business Services

PURPOSE/BACKGROUND:
The City, in accordance with NRS 350.087 to 350.095 and 350.800, requests approval for arranging installment-purchase agreements to finance energy conservation and renewable energy projects to be secured by security interests in the property. Repayment made with legally available funds of the City anticipated from cost savings generated from the projects.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Resolution No. R-37-2010

Summary - a resolution authorizing installment-purchase agreements.

RESOLUTION NO. R-37-2010

A RESOLUTION AUTHORIZING INSTALLMENT-PURCHASE AGREEMENTS FOR THE PURPOSE OF FINANCING ENERGY CONSERVATION AND RENEWABLE ENERGY PROJECTS; AND PROVIDING OTHER MATTERS IN CONNECTION THEREWITH AND THE EFFECTIVE DATE HEREOF.

WHEREAS, the City Council of the City of Las Vegas, Nevada (the "Council," the "City," and the "State," respectively) proposes to enter into one or more installment-purchase agreements in the maximum aggregate principal amount of $10,848,700 pursuant to NRS 350.087 to 350.095, inclusive (the "Agreement Act"), in order to finance all or a portion of the cost to acquire, improve and equip building projects as defined in NRS 268.676, including without limitation, energy retrofit and renewable energy projects to existing buildings, street projects as defined in NRS 268.722, qualified conservation purposes pursuant to Section 54D(f) of the Internal Revenue Code of 1986, as amended (the "Code") and qualified renewable energy facilities pursuant to Section 54C of the Code (collectively, the "Project"); and

WHEREAS, the Council has determined that legally available funds of the City will at least equal the amount required in each year for the payment of interest and principal on such installment-purchase agreement; and

WHEREAS, a notice of intention to act upon a resolution authorizing the installment-purchase agreements has been duly published in a newspaper of general circulation in the City not less than 10 days prior to the date hereof pursuant to NRS 350.087, and an affidavit evidencing such publication is attached as Exhibit C to this resolution; and

WHEREAS, all comments made at the public hearing held on the date of this resolution have been duly considered by the Council and the minutes of such public hearing are attached as Exhibit B to this resolution; and

WHEREAS, the Council proposes to enter into one or more installment-purchase agreements with terms of more than 10 years and, pursuant to NRS 350.014, the Council has submitted to the Clark County Debt Management Commission (the "Commission") for its approval or disapproval the following proposal:

INSTALLMENT-PURCHASE AGREEMENT PROPOSAL: Shall the City Council of the City of Las Vegas in the State of Nevada, be authorized to incur an indebtedness on behalf of the City by the issuance at one time, or from time to time, of one or more installment-purchase agreements in the maximum aggregate principal amount of $10,848,700 for the purpose of financing, wholly or in part, the cost to acquire, improve and equip building projects as defined in NRS 268.676, street projects as defined in NRS 268.722, qualified conservation purposes pursuant to Section 54D(f) of the Internal Revenue Code of 1986, as amended (the "Code") and qualified renewable energy facilities pursuant to Section 54C of the Code, each one or more installment-purchase agreements to mature not less than 10 years and not greater than 20 years from the date each such agreement is entered into, to bear interest at a rate or rates not in excess of the statutory maximum rate in effect at the time the installment-purchase agreements are entered into, the installment-purchase agreements by their terms to be extinguished by failure of the Council to appropriate money for the ensuing fiscal year for payment of the amounts then due, to be payable from legally available funds of the City, to be secured by a security interest in property of the City as provided in NRS 350.800, and to be entered into upon such terms and conditions, and with such other detail as the Council may determine?

(the "Proposal"); and

WHEREAS, subsection 1 of NRS 350.014 provides, in relevant part, as follows:

"1. . . . before entering into an installment-purchase agreement with a term of more than 10 years, the proposed incurrence . . . must receive the favorable vote of two-thirds of the members of the [debt management] commission of each county in which the municipality is situated. . . ."; and

WHEREAS, subsection 1 of NRS 350.0145 provides, in relevant part, as follows:

> "1. The governing body of the municipality proposing to . . . enter into an installment-purchase agreement with a term of more than 10 years. . . shall notify the secretary of each appropriate commission, and shall submit a statement of its proposal in sufficient number of copies for each member of the commission";

and

WHEREAS, the Commission adopted, by at least two-thirds of its members, a resolution approving the Proposal.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA:

Section 1. This resolution is hereby designated as the "2010 Installment-Purchase Agreement Authorization Resolution".

Section 2. The Council hereby finds and determines that the public interest requires the issuance of an installment-purchase agreement to finance the Project in an amount not to exceed $10,848,700.

Section 3. The facts upon which the finding stated in Section 2 above are:

(a) The Project will (i) promote the conservation of energy and reduce the use of fossil fuels by the City, (ii) promote the use of types of energy which are alternatives to fossil fuels, (iii) encourage the use of renewable energy facilities by the City and (iv) result in the reduction in the amount of money spent for energy used by the City.

(b) It is in the best interests of the City and its residents, and would best serve the public interest thereof, if the Project is now accomplished, thereby improving services to residents in the City without delay.

(c) It is not feasible to finance the Project from other funds of the City, among other reasons because of restraints on the City's budget for the current fiscal year and other demands on and needs for existing funds of the City.

Section 4. The City proposes to borrow a sum not to exceed $10,848,700 at an annual interest rate of approximately 3.06% (net of the federal subsidy expected to be

received pursuant to the Code) to be repaid over a period of not less than 10 years nor more than 20 years. The installment-purchase agreements shall evidence transactions described in NRS 350.800 which is payable not later than 20 years after the date of issuance and contains a provision that the installment-purchase agreements by their terms are extinguished by failure of the Council to appropriate money for the ensuing fiscal year for payment of the amounts then due (collectively, the "Agreement"). The weighted average term of the Agreement shall not exceed the estimated weighted average useful life of the Project being financed with the Agreement and the interest rate shall in no event exceed by more than 3 percent the "Index of Revenue Bonds" which is most recently published before the City enters into the Agreement. The Agreement shall be issued as installment-purchase agreements as provided in the Agreement Act and NRS 350.800 (the "Act").

Section 5. In addition to or as a substitute for granting a security interest in the Project financed, the Agreement may be secured by a security interest in other property subject to the provision of NRS 350.800. The Director of Finance and Business Services of the City (the "Finance Director") is hereby authorized to arrange for a deed of trust on properties of the City, if any, subject to ratification and approval by the Council.

Section 6. The Agreement is not proposed to be repaid in whole or in part by the levy of a tax which is exempt from the limitations on taxes ad valorem. The Agreement is anticipated to be repaid from other legally available funds of the City, including, without limitation, monies in the City's General Fund in the estimated annual amount of $500,000 to $1,250,000 for a minimum period of 10 years and a maximum period of 20 years and other legally available monies, including ad valorem taxes levied within the limitations provided in chapter 354 of NRS.

Section 7. As set forth in the materials provided by NSB Public Finance (the "Financial Advisor"), attached as Exhibit D hereto, the City's cost of financing the Project with the Agreement is expected to be comparable to the cost of using other methods of financing. As set forth in Exhibit D, according to the Financial Advisor, the interest rates on general obligation bonds and revenue bonds may vary substantially from the interest rate on the Agreement.

Section 8. The Finance Director, or designee, is hereby authorized to arrange for the issuance and sale of the Agreement in an amount not to exceed $10,848,700, and to carry

out the Project, subject to ratification by the Council, including but not limited to preparing and circulating a notice of sale or request for financing bids, specifying the method of sale, the terms of the Agreement, the date of its sale, the final principal amount of the Agreement, the terms and repayment and security therefore, and other details of the Agreement. The Agreement shall be issued on such other terms and conditions as the Council determines, all as provided in the Agreement Act, the Act and NRS 350.500 to 350.720, inclusive, and as authorized by the Finance Director at the time of sale of the Agreement and thereafter ratified by the Council as set forth in a resolution or ordinance (the "Financing Ordinance"), and any other necessary details including the execution and delivery of deeds of trust and possibly of an indenture of trust, if any.

Section 9. The Finance Director, or designee, is authorized to update or amend the City's plan for capital improvements if necessary to reflect the Project and the Agreement and to file the information as required by NRS 350.013 to the extent required to comply with NRS 350.013.

Section 10. The officers of the City be and the same hereby are authorized and directed to take all action necessary to effectuate the provisions of this resolution, including, without limitation: (a) assembling financial and other information concerning the City, the Project and the Agreement, (b) forwarding all necessary documents to the Executive Director, Department of Taxation, Carson City, Nevada, and (c) preparing and circulating a request for proposals, a notice of sale for the installment-purchase agreement, or both, in the forms specified by the Finance Director. The City represents that it is in compliance with the applicable provisions of law, including, without limitation, the provisions of chapter 354 of NRS.

Section 11. The officers of the City be and the same hereby are authorized and directed to forward a certified copy of this resolution to the Executive Director, Department of Taxation, Carson City, Nevada.

Section 12. The Finance Director, or designee, shall, after arranging for the sale of the Agreement and after approval of the financing evidenced by the Agreement by the Executive Director of the Department of Taxation of the State of Nevada, present the proposed final terms of the Agreement to the Council for its approval by adoption of the Financing Ordinance.

Section 13. 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 constructed to revive any resolution, or part thereof, heretofore repealed.

Section 14. 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 15. This resolution, except for Sections 8, 9, 10, 11, 12 and 15 hereof shall be effective upon the passage and approval hereof. All other sections of this resolution shall become effective upon the approval hereof by the Executive Director of the Department of Taxation of the State of Nevada as provided in NRS 350.089.

PASSED AND ADOPTED BY AN AFFIRMATIVE VOTE OF AT LEAST TWO-THIRDS OF THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA, THIS MAY 19, 2010.

_____
Mayor

Attest:

_____
Clerk

J. Fontichiaro 5/10/10
Approved as to Form Date

STATE OF NEVADA)
)
CITY OF LAS VEGAS)

I, Beverly K. Bridges, the duly chosen and qualified City Clerk of Las Vegas, Nevada (the "City"), do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the City Council (the "Council") at a meeting held on May 19, 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:	Oscar B. Goodman
Council members:	Stavros S. Anthony
	Ricki Y. Barlow
	Gary Reese
	Steven D. Ross
	Lois Tarkanian
	Steve Wolfson

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 Statues ("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 the agenda notice so given of the meeting of the Council on May 19, 2010 is attached to this certificate as Exhibit A.

7. The minutes of the public hearing held immediately before the adoption of the resolution are attached hereto as Exhibit B.

8. A copy of the affidavit of publication evidencing publication at least 10

days in advance of the public hearing of the notice of intent to authorize installment-purchase agreement is attached hereto as Exhibit C.

9. The comparison of financing methods prepared by NSB Public Finance and presented to the Council is attached hereto as Exhibit D.

IN WITNESS WHEREOF, I have hereunto set my hand this May 19, 2010.

_____

City Clerk

EXHIBIT A

(Attach Agenda Notice of Meeting)

EXHIBIT B

(Attach Minutes of Public Hearing)

EXHIBIT C

(Attach Affidavit of Publication of Notice of Intention to Authorize Installment-Purchase Agreement)

EXHIBIT D

NSB PUBLIC FINANCE

230 Las Vegas Boulevard South, Suite 200
Las Vegas, NV 89101
Telephone: (702) 796-7080
Fax: (702) 796-2975
www.NSBPF.com

April 27, 2010

Mark Vincent
Director of Finance and Business Services
City of Las Vegas
400 Stewart Ave.
Las Vegas, NV 89101

RE: $10,848,700* City of Las Vegas, Nevada Installment-Purchase Agreement

Dear Mr. Vincent:

As financial advisor to the City of Las Vegas (the "City") it is our opinion that issuing the above referenced installment-purchase agreement (the "Proposed Agreement") is the most suitable option and may not result in a higher interest rate comparable to other available financing methods.

The City has been allocated Qualified Energy Conservation Bonds ("QECBs") and New Clean Renewable Energy Bonds ("NCREBs") authority under the American Recovery and Reinvestment Act to finance energy conservation and renewable energy projects. QECBs and NCREBs are both issued as taxable bonds. Similar to Build America Bonds, the U.S. Department of Treasury provides a subsidy of approximately 70% (based on a formula) of the amount of interest due on QECB's and NCREBs. The City would like to utilize their allocation to the fullest extent possible to meet its energy efficiency and conservation needs. The proceeds will be used on qualified energy conservation projects which are expected to generate utility cost savings sufficient to repay the debt service on the Proposed Agreement (the "Project").

A general obligation bond issuance for the Project may not result in interest savings over an installment-purchase agreement. An installment-purchase agreement is payable from all legally available monies of the City including the general fund but, unlike general obligation bonds, are subject to annual appropriation by the City. The investor also receives a perfected security interest in the equipment financed. Due to the essential nature of the projects being financed by the Proposed Agreement, many banks price an installment-purchase agreement of this type similar to general obligation bond issues.

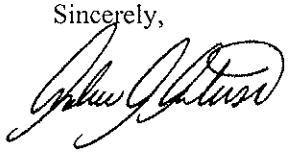
The Proposed Agreement is being financed as an installment-purchase agreement rather than medium-term bonds because the term of repayment will be longer than 10 years. The term of the Proposed Agreement will be structured based on the expected energy savings period of 15-20 years. Therefore, the issuance of medium-term bonds will be limited to 10 years, under Nevada Revised Statutes, rather than the term of 15-20 years to coincide with the expected energy savings period. As a result, medium-term bonds are not a viable financing option for the Project.

* Not to exceed

In addition, a revenue bond backed solely by a revenue source typically would not realize interest savings over the Proposed Agreement. Also, a revenue bond would result in the difficulty of applying a corresponding revenue source, which would be able to be pledged under Nevada law to pay debt service. It would also require the funding of a debt service reserve fund which will reduce the amount of net proceeds available for the Project.

Based on the facts above, the issuance of general obligation, medium-term bonds or revenue bonds may not result in interest savings as compared to an installment-purchase agreement. It is our recommendation that the City proceed with issuing its QECBs and NCREBs allocations as an installment-purchase agreement to finance the Project.

Sincerely,



Andrew Artusa
Managing Director

cc: Venetta Appleyard
Tom Perrigo
Kendra Follett

City of Las Vegas Agenda Item No.: **45.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2010

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

SUBJECT:
BOARDS & COMMISSIONS:

Discussion and possible action on the Third Amended and Restated Bylaws of the Las Vegas Neighborhood Partners Fund Board

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Neighborhood Partners Fund Board was established through Council action in June of 1998 to review Neighborhood Partners Fund applications and make funding recommendations to the City Council. The bylaws were amended in February of 2000 to increase the number of members from 9 to 13 and again in March 2009 to adjust the commencement date for member terms to April 1 while maintaining the duration of each term to one year. This amendment is a housekeeping measure to clarify that members need not be City residents.

RECOMMENDATION:
Staff recommends the Mayor and Council approve and adopt the Third Amended and Restated Bylaws of City of Las Vegas Neighborhood Partners Fund Board.

BACKUP DOCUMENTATION:
Third Amended and Restated Bylaws of the City of Las Vegas Neighborhood Partners Fund Board

BYLAWS

CITY OF LAS VEGAS NEIGHBORHOOD PARTNERS FUND BOARD

ARTICLE ONE
PURPOSE OF BOARD

The purpose of the Neighborhood Partners Fund Board (ABoard@) is to review Neighborhood Partners Fund applications and make funding award recommendations to the Las Vegas City Council (ACity Council@).

ARTICLE TWO
OFFICES

The principal offices of the Board shall be located at 400 Stewart Avenue, 2nd Floor, Las Vegas, Nevada. The Board may have such other offices as the City may determine from time to time.

ARTICLE THREE
BOARD MEMBERSHIP

Section 1. Members. The Board shall consist of thirteen (13) members who are appointed by the City Council. Board membership shall include one representative for the Mayor, a Council Liaison or other staff member who is representative of each of the six Council Wards, and a Neighborhood Representative representing each of the six Council Wards. In order to be eligible for appointment as a Neighborhood Representative, a person must reside or work within the City, or otherwise be active within the City community.

Section 2. Term. The initial term of office for each member shall be one year, beginning April 1 and expiring on March 30 of the following year. Members may be reappointed to consecutive one-year terms as deemed appropriate.

Section 3. Transfer of Membership. Membership on the Board is not transferable or assignable.

Section 4. Compensation. Members of the Board shall not receive any compensation for service on the Board.

Section 5. Resignation. Any member may resign by filing a written resignation with the Chairperson of the Board.

Section 6. Vacancies. Any vacancy occurring on the Board, and any membership to be filled by reason of any increase in the manner of members, shall be filled by an appointment by the City Council. A member appointed to fill a vacancy shall serve for the unexpired term of his or her predecessor in office.

ARTICLE FOUR
BOARD OFFICERS

Section 1. Officers. The officers of the Board shall be a Chairperson, one Vice-Chairperson, and such other officers as may be elected by the membership of the Board.

Section 2. Powers and Duties. The officers of the Board shall have such powers and shall perform such duties as may from time to time be specified in resolutions or other directives of the Board. In the absence of such specifications, each officer shall have the powers and authority and shall perform and discharge the duties of officers of the same title serving in boards having the same or similar general purposes and objectives as this Board. The Chairperson shall preside at all meetings and has general supervision of the matters of the Board. The Vice-Chairperson will assist and assume the duties of the Chairperson in his or her absence.

ARTICLE FIVE
BOARD MEETINGS

Section 1. Open Meeting Law Compliance. Board meetings are subject to and shall be conducted in compliance with the Nevada Open Meeting Law.

Section 2. Scheduling and Notice of Meetings. Board meetings may be scheduled by vote of the Board or at the call of the Chairperson, and may be held at any location deemed convenient by the Board or the Chairperson. Notice of Board meetings held at the call of the Chairperson must be provided to Board members not less than three (3) days before the date of such meeting, either by means of personal delivery, by mail, or by electronic transmission; provided, however, that such notice may be waived in writing by any member.

Section 3. Quorum. A majority of the Board shall constitute a quorum for the transaction of business at any meeting of the Board, but members constituting less than a majority of the Board members may adjourn the meeting.

Section 4. Voting. Each member in good standing shall be entitled to one vote on each matter submitted to a vote of the members. A majority of those present and voting is sufficient to pass or adopt any item voted upon.

ARTICLE SIX
BOOKS AND RECORDS

The Board shall keep correct and complete keep minutes of the proceedings of its members, the Board, and exercising any of the authority of this Board, and shall keep at the principal office a record giving the names and addresses of the members entitled to vote. All books and records of the Board may be inspected by any member, or his or her agent or attorney, or any member of the public, for any proper purpose at any reasonable time.

ARTICLE SEVEN
AMENDMENT OF BYLAWS

From time to time the City Council may amend or repeal these bylaws, and may adopt new bylaws as deemed appropriate.

City of Las Vegas Agenda Item No.: **46.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2010

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

SUBJECT:
BOARDS & COMMISSIONS:

Discussion and possible action on the appointment and reappointment of members to the Neighborhood Partners Fund Board for Fiscal Year 2011

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Neighborhood Partners Fund Board consists of 13 members and was created to review Neighborhood Partners Fund applications and recommend awards to the City Council. It is designed to assist citizens in improving the quality of life for City of Las Vegas neighborhoods. This Board is being reconvened to review these applications and select the recipients for FY 2011. In accordance with the Second Amended and Restated bylaws, these appointments become effective April 1, 2010. Each member's term will expire March 30 of each year. Procedure for this Board is appointment by Mayor and City Council.

RECOMMENDATION:
Appointments: Mayor's designee–Cheryl Russo
Ward 1 Staff Designee - Adriana Martinez; Neighborhood Rep. - Renée Rampton
Ward 2 Staff Designee - Krystell Klinger; Ward 2 Neighborhood Rep. - Charles Desiderio
Ward 3 Staff Designee - Susie Martinez; Ward 3 Neighborhood Rep. - Mike Brown-Cestero
Ward 4 Staff Designee – Anthony Ruggiero; Ward 4 Neighborhood Rep. – Tony Guerrero
Ward 5 Staff Designee – Ydoleena Yturralde; Ward 5 Neighborhood Rep. - AJ Powell
Ward 6 Staff Designee - Michelle Thackston; Ward 6 Neighborhood Rep. - Gerry Green

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Current Listing and Authority

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 19, 2010
DEPARTMENT: CITY CLERK
ITEM DESCRIPTION: Discussion and possible action on the appointment of members of the Neighborhood Partners Fund Board

	FY 2010-2011 Neighborhood Partners Fund Board
Representative	**Board Member**
Mayor or his designee	Cheryl Russo, City Hall
Ward 1 Staff Designee	Adriana Martinez, City Hall
Ward 1 Neighborhood Representative	Renée Rampton
Ward 2 Staff Designee	Krystell Klinger, City Hall
Ward 2 Neighborhood Representative	Charles Desiderio
Ward 3 Staff Designee	Susie Martinez, City Hall
Ward 3 Neighborhood Representative	Mike Brown-Cestero
Ward 4 Staff Designee	Anthony Ruggiero, City Hall
Ward 4 Neighborhood Representative	Tony Guerrero
Ward 5 Staff Designee	Ydoleena Yturralde, City Hall
Ward 5 Neighborhood Representative	**(**Mrs.) AJ Powell
Ward 6 Staff Designee	Michelle Thackston, City Hall
Ward 6 Neighborhood Representative	Gerry Green

Neighborhood Partners Fund Board

	Name		Appointment Date	Expiration Date	Representing
1	**Cheryl Russo** Mayor's Staff Designee	**Reapp:**	3 /18/2009	3/30/2010	
2	**Adriana Martinez** Staff Designee	**Reapp:**	3 /18/2009	3/30/2010	**Ward 1**
3	**Renee Rampton** Neighborhood Rep	**Reapp:**	3 /18/2009	3/30/2010	**Ward 1**
4	**Krystell Klingler** Staff Designee	**Reapp:**	3 /18/2009	3/30/2010	**Ward 2**
5	**Charles Desiderio** Neighborhood Rep	**Reapp:**	3 /18/2009	3/30/2010	**Ward 2**
6	**Susie Martinez** Staff Designee	**Reapp:**	3 /18/2009	3/30/2010	**Ward 3**
7	**Mike Brown-Cestero** Neighborhood Rep	**Reapp:**	3 /18/2009	3/30/2010	**Ward 3**
8	**Vacant**	**Reapp:**		3/30/2010	**Ward 4**
9	**Brian Knudsen** Neighborhood Rep	**Reapp:**	3 /18/2009	3/30/2010	**Ward 4**

	Name		Appointment Date	Expiration Date	Representing
10	**Tanya Jackson-Renter** Staff Designee	**Reapp:**	3 /18/2009	3/30/2010	**Ward 5**
11	**Ms. AJ Powell** Neighborhood Rep	**Reapp:**	3 /18/2009	3/30/2010	**Ward 5**
12	**Michelle Thackston** Staff Designee	**Reapp:**	3 /18/2009	3/30/2010	**Ward 6**
13	**Gerry Green** Neighborhood Rep	**Reapp:**	3 /18/2009	3/30/2010	**Ward 6**

AUTHORITY: Created by Council Action on 3-9-98 with bylaws approved on 6-22-98. By-Laws were amended on 2-16-2000 to increase the membership to 13 members. By-laws approved 3-18-2009 adjusted term to run from April 1 though March 30 of appointed year.

MEMBERS: 13 MEMBERS appointed by the Mayor and City Council comprised as follows:

- Mayor or her/his designee
- Council Liaison or Staff Designee of the Councilmember for each of the six Council Wards
- One Neighborhood Representative for each of the six Council Wards

TERM: Members shall each serve a term of one year. Expiration dates were set on 5/18/2000 so all members terms expired at the same time.
Members may be reappointed to consecutive one-year terms as necessary
(Must fill un-expired term. Membership is not assignable or transferable.)

NOTES: Members Need Not Be City Residents
No Financial Disclosure Required

PURPOSE: Review Neighborhood Partners Fund applications and recommend awards to the City of Las Vegas City Council

MEETINGS: Department of Neighborhood Services - Call of the Chair and the Board may establish regular meetings by resolution. Meetings are subject to the provisions of the Open Meeting Law.

City of Las Vegas Agenda Item No.: **47.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2010-17 - Levies Assessment for Special Improvement District No. 1485 - Alta Drive (Rancho Drive to approximately 275 feet west of Lacy Lane) (Landscape Maintenance FY2011)
Sponsored by: Step Requirement

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $62,800
Funding Source: Capital Projects Fund - Special Assessments
Dept./Division: Public Works/SID

PURPOSE/BACKGROUND:
Levies the assessment for the annual maintenance costs of street beautification improvements along Alta Drive from Rancho Drive to approximately 275 feet west of Lacy Lane. The fiscal amount reflects the estimated maintenance costs from July, 2010 through June, 2011.

RECOMMENDATION:
ADOPTION at 5/19/2010 City Council meeting pursuant to the 4/20/2010 Recommending Committee.

First Reading – 4/21/2010; First Publication 5/7/2010

BACKUP DOCUMENTATION:
Bill No. 2010-17

BILL NO. 2010-17

ORDINANCE NO. _____

AN ORDINANCE CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1485 – ALTA DRIVE (LANDSCAPE MAINTENANCE FY2011); PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF MAINTAINING STREET BEAUTIFICATION IMPROVEMENTS; ASSESSING THE COST OF MAINTENANCE AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID MAINTENANCE; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

Summary: Levy Ordinance

WHEREAS, the City Council of the City of Las Vegas (hereinafter the "City Council" and "City", respectively) in the County of Clark and State of Nevada, has heretofore, pursuant to the requisite preliminary proceedings, created Las Vegas, Nevada, Special Improvement District No. 1485 – Alta Drive (Landscape Maintenance) (hereinafter the "District"), to defray the annual maintenance costs of a street beautification project within the District (hereinafter the "Maintenance Project") as defined in Chapter 271, Nevada Revised Statutes and has provided that the entire cost and expense of the Maintenance Project shall be paid by special assessments, according to benefits, levied against the benefited lots, tracts and parcels of land in the District; and

WHEREAS, the District has been properly created by an ordinance heretofore adopted under the provisions of the Consolidated Local Improvement Law; and

WHEREAS, the City Council has heretofore determined that the entire cost and expense of the Maintenance 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 Maintenance Project; and

WHEREAS, in accordance with NRS 271.360 and NRS 271.378, the City Council has heretofore determined, and does hereby declare, that the net cost of the Maintenance Project for FY2011 (including all necessary incidentals which either have been or will be incurred in connection with the District) is $62,800.00, of which, $0.00 is available from other sources and of which $62,800.00 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 Maintenance Project; and

WHEREAS, the City Council, by resolution heretofore adopted and directed the Director of Public Works with the assistance of the City Engineer Division (hereinafter the "Engineer") to make out a final assessment roll; and

WHEREAS, after a determination of the costs of such work to be paid by the property specially benefited, the City Council, together with the Engineer made out a final assessment roll containing, among other things, the names and addresses of the last known owners of the property to be assessed, a description of each lot, tract, or parcel of land to be assessed, and the amount of the assessment thereon; and

WHEREAS, the Engineer has reported the final assessment roll to the City Council and has filed the final assessment roll with the City Clerk; and

WHEREAS, the City Council thereupon fixed a time and place, to wit: Wednesday, April 7, 2010, at 1:00 p.m., at the Las Vegas City Council Chambers, 400 Stewart Avenue, in Las Vegas, Nevada, when all complaints, protests and objections to the final assessment roll, to the amount of the assessments, and to the regularity of the proceedings in making such assessments, by the owners of the property specially benefited by, and proposed to be assessed for, the Maintenance Project in the District, by any person interested, and by any parties aggrieved by such assessments, would be heard and considered by the City Council; and

WHEREAS, the Engineer has, in accordance with the provisions of law relating thereto, given the requisite legal notice by both mail and publication that complaints, protests and objections to assessments for the Maintenance Project in the District should be filed with the City Clerk, and that the City Council would hear and consider any and all complaints, protests or objections on Wednesday, April 7, 2010, at 1:00 p.m., at the Las Vegas City Council Chambers, 400 Stewart Avenue, in Las Vegas, Nevada; and

WHEREAS, the City Council caused the final assessment roll ("Tabulation of Parcels") to be filed in the records of the office of the City Clerk on March 3, 2010; and

WHEREAS, the City Clerk, by publication and by mail, gave the requisite notice of the time and place of such hearing on April 7, 2010, of the filing of the final assessment roll in her office, of the date of filing the same, and of the right of any such person to object specifically in writing and of the waiver of any objection in the absence of such objection; and

WHEREAS, at the time and place so designated, the City Council met to hear and determine all objections filed or made orally by any interested party; and

WHEREAS, all complaints, protests and objections, both written and oral, were found to be without sufficient merit and overruled, except as provided in the District No. 1485 (FY2011) Assessment Protest Resolution; and

WHEREAS, by the District No. 1485 (FY2011) Assessment Protest Resolution, the City Council modified, corrected and revised the final assessment roll and modified, corrected, revised and confirmed the final assessment roll to be in final form; and

WHEREAS, the assessments do not exceed the benefits to the property assessed nor the total cost of the Maintenance Project payable from assessments as heretofore determined; and

WHEREAS, it is incumbent upon the City Council to provide when said assessments shall become due and penalties payable after any delinquency; and

WHEREAS, the City Council has determined, and does hereby determine, that the City shall pay the costs of the Maintenance Project, with funds completely derived from the levy of assessments.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES ORDAIN AS FOLLOWS:

Section 1. This Ordinance shall be known as, and may be cited by, the short title "District No. 1485 (FY2011) Levy Ordinance" (hereinafter the "Ordinance").

Section 2. The City Council has heretofore determined, and does hereby declare, that each and every complaint, protest and objection made in connection with the District is without sufficient merit and the same be, and the same hereby is, overruled, and finally passed on by the City Council, except as provided in the District No. 1485 (FY2011) Assessment Protest Resolution.

Section 3. All actions, proceedings, matters and things heretofore taken, had and done by the City and the officers thereof (not inconsistent with the provisions of this Ordinance) concerning Special Improvement District No. 1485 – Alta Drive (Landscape Maintenance FY2011) including, but not limited to, the creation of the District, the amount of the maintenance contract, the levy of assessments for those purposes, the determination that the tracts in the District will receive special benefits and market value

increases, and the validation and confirmation of the final assessment roll and the assessments therein, be, and the same hereby is, ratified, approved and confirmed.

Section 4. For the purpose of paying the costs and expenses of the Maintenance Project, the amounts and assessments shown in the final assessment roll (as so filed, modified and confirmed) are hereby levied and assessed against the lots, tracts and parcels of land in the District (being all those specially benefited by the Maintenance Project) and described in the final assessment roll for the District, as filed in the office of the City Clerk on March 3, 2010, and as modified and confirmed by the District No. 1485 (FY2011) Assessment Protest Resolution duly adopted by the City Council on April 21, 2010.

Section 5. The assessments shall be due and payable at the office of the City Treasurer within 30 days after this Ordinance becomes effective, without interest and without demand; provided that all or any part of such assessments may, at the election of the owner, be paid in installments, as hereinafter provided. Failure to pay the whole assessment within said period of 30 days shall be conclusively considered and held an election on the part of all persons interested, whether under disability or otherwise, to pay in installments the amount of the assessment then unpaid. In case of such election to pay in installments, the unpaid assessments shall be payable in four (4) substantially equal quarterly installments of principal until paid in full, without interest, payable at the office of the City Treasurer on July 1, 2010, October 1, 2010, January 1, 2011 and April 1, 2011. Failure to pay any installment when due shall cause the whole amount of the unpaid principal to become due and payable immediately, at the option of the City, the exercise of said option to be indicated by the commencement of foreclosure proceedings by the City; and the whole amount of the unpaid principal shall, after such delinquency, whether said option is or is not exercised, bear penalty interest at the rate of two percent (2%) (or at any higher rate authorized by statute, or any lower rate, which may be zero percent, for such period as determined by the City Treasurer) per month (not prorated for any portion of the month) on the unpaid balance of the assessment and accrued interest until the day of sale or until paid, but at any time prior to the date of the sale the owner may pay the amount of all delinquent installments originally becoming due on or before the date of said payment, and all penalty interest accrued, and shall thereupon be restored to the right thereafter to pay in installments in the same manner as if default had not been suffered. The

owner of any property assessed and not in default as to any installment or payment may, at any time (at the option of such owner), pay the whole or any installment of the unpaid principal.

Pursuant to NRS 271.357 and NRS 271.360, any assessment against property for which an application for Hardship Determination has been approved by the City Council shall be postponed. The assessment shall remain postponed until the earlier of the following occurrences: (a) the property is sold or transferred to a person other than one to whom a Hardship Determination has been granted; (b) the property owner's application for renewal of the Hardship Determination is disapproved; or (c) the property owner pays all previous and current assessments. The property owner shall file an application for renewal of the Hardship Determination each year when the Maintenance Project is levied. The owner shall also be subject to the lien as provided in Section 6 hereof.

Section 6. The amounts assessed shall be a lien upon the owner's lots, tracts and parcels of land from the effective date of this Ordinance (i.e. May 19, 2010) until paid. The lien shall be co-equal with the latest lien thereon to secure the payment of general taxes and prior and superior to all other liens, claims, encumbrances and titles (other than the liens of assessments and general taxes). The sale of any such lot, tract or parcel of land for general or other taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor. Such amounts shall continue to be a lien upon the lots, tracts and parcels of land assessed until paid in full (including all principal, penalties, and collection costs).

Section 7. Should any lot, tract or parcel of land within the District be divided after the effective date of this Ordinance and before the collection of all the assessment installments, or if any property in the District makes a request to do so, the City Council may require the City Treasurer to apportion, combine or reapportion the uncollected amounts upon the several parts of land so divided or combined in accordance with the provisions of NRS 271.425. The report of such an apportionment, combination or reapportionment, when approved, shall be conclusive on all the parties, and all assessments thereafter made upon the tracts shall thereafter be according to the subdivision. The report, when approved, shall be recorded in the office of the County Recorder of Clark County, Nevada, together with a statement that the current payment status of any of the assessments may be obtained from the City Treasurer. Neither the failure to record the report, nor any defect in the report as recorded, shall affect the validity of the assessments, the lien for the payment thereof or the priority of that lien.

Section 8. In case any lot, tract or parcel of land so assessed is delinquent in the payment of the assessment or any installment of principal, the City Council shall forthwith cause the owner of such delinquent property, if known, to be immediately notified in writing of such delinquency, by first-class mail, postage prepaid, addressed to the addressee's last known address. If such delinquency is not paid within 10 days after such notice was given by deposit in the United States mail, then said assessment shall be enforced by the City Treasurer and other officers of the City, as provided in NRS 271.545 to NRS 271.625. Nothing herein shall be construed as preventing the City, at the direction of the governing body, from collecting any assessment by suit in the name of the governing body. The final assessment roll and the certified copy of this Ordinance shall be prima facie evidence of the regularity of the proceedings in making the assessment and of the right to recover judgment therefor.

Section 9. The City Clerk is hereby directed to deliver to the City Treasurer a copy of the final assessment roll containing a description of the lots, tracts and parcels of land being assessed, with the amount of the assessment levied upon each and the name and address of the owner or owners against whom the assessment was made. The final assessment roll is to be recorded in the office of the County Recorder together with the statement that the current payment status of any assessment may be obtained from the City Treasurer. The City Treasurer is additionally directed to collect the several sums so assessed as a tax upon the several tracts to which they were assessed.

Section 10. In accordance with NRS 271.405(7) the City Clerk shall give notice by publication in the Las Vegas Review-Journal, a newspaper of general circulation in the City, and such notice to be published at least once a week, for three consecutive publications, by three weekly insertions, the first such publication to be at least 15 days prior to the end of the 30-day period stating that said assessments have been levied and are due and payable and the last day for their payment. It shall not be necessary that the notice be published on the same day of the week, but not less than 14 days shall intervene between the first publication and the last publication. Service by publication shall be verified by the affidavit of the publisher or his designee and filed with the City Clerk of the City. In accordance with NRS 271.390(2) the City Clerk or Deputy City Clerk shall also give written notice of the levying of the assessments by mailing a copy of such notice, postage prepaid, at least 20 days prior to the end of said 30-day period, to the owner or owners of all property upon which the assessment was levied at his or her

last known address or addresses. Proof of such mailing shall be made by the affidavit of the City Clerk or Deputy City Clerk and such proof shall be filed with the City Clerk. Failure to mail any such notice or notices shall not invalidate any assessment or any other proceedings concerning the District. Proof of the publication and proof of the mailing shall be maintained in the permanent records of the office of the City Clerk until all special assessments have been paid in full or until any claim is barred by an appropriate statute of limitations. The City Council hereby determines that the manner of giving notice herein provided by publication and by mail is reasonably calculated to inform the parties of the proceedings concerning the District and the levy of assessments which may directly and adversely affect their legally protected interests.

Section 11. The notice provided for in NRS 271.390(2) and NRS 271.405(7) and in Section 10 of this Ordinance shall be in substantially the following form:

(Form of Notice)

NOTICE TO PROPERTY OWNERS OF THE LEVY OF ASSESSMENTS FOR BOUNDARIES OF DISTRICT IN CITY OF LAS VEGAS, NEVADA SPECIAL IMPROVEMENT DISTRICT NO. 1485 – ALTA DRIVE (LANDSCAPE MAINTENANCE FY2011)

NOTICE IS HEREBY GIVEN to the owners of all property upon which an assessment has been levied, and other interested persons, that District No. 1485 (FY2011) Levy Ordinance (hereinafter the "Levy Ordinance") was duly passed, adopted, signed and approved on May 19, 2010. The Levy Ordinance levied and assessed the cost and expense of Boundaries of District against the lots, tracts and parcels of land specially benefited by the maintenance in what is commonly designated as "City of Las Vegas, Nevada, Special Improvement District No. 1485 – Alta Drive (Landscape Maintenance)," (said lots, tracts and parcels of land being more specifically described in the final assessment roll designated in the ordinance).

Assessments are due and payable at the office of the City Treasurer in Las Vegas, Nevada, on or before June 22, 2010, being 30 days after the effective date of the Levy Ordinance, without interest and without demand, provided that all, or any part of such assessments may, at the election of the owner, be paid in installments, without interest as hereinafter provided. Failure to pay the whole assessment within the 30-day period will be conclusively considered and held an election on the part of all persons interested, whether under disability or otherwise, to pay the unpaid assessment in installments. In case of such election to pay in installments, the unpaid assessments will be payable in four (4) substantially equal quarterly installments of principal until paid in full, being payable at the office of the City Treasurer in Las Vegas, Nevada, on July 1, 2010, October 1, 2010, January 1, 2011 and April 1, 2011. Failure to pay any assessment installment when due will cause the whole of the unpaid principal of such assessment to become due and payable immediately at the City's option, and the whole amount of the unpaid principal will, after such delinquency, whether the City's option is or is not exercised, bear penalty interest at the rate of two percent (2%) (or at any higher rate authorized by statute, or any lower rate, which may be zero percent, for such period as determined by the City Treasurer) per month (not prorated for any portion of the month) on the unpaid balance of the assessment and accrued interest, until the day of sale or until paid, but at any time prior to the date of the sale, the owner may pay the amount of all delinquent

installments originally becoming due on or before the date of payment, and all penalty interest accrued, and will thereupon be restored to the right thereafter to pay in installments in the same manner as if default had not been suffered. The owner of any property not in default as to any assessment installment or payment may, at any time, pay the whole or any installment of the unpaid principal.

Pursuant to NRS 271.357 and NRS 271.360, any assessment against property for which an application for Hardship Determination has been approved by the City Council shall be postponed. The assessment shall remain postponed until the earlier of the following occurrences: (a) the property is sold or transferred to a person other than one to whom a Hardship Determination has been granted; (b) the property owner's application for renewal of the Hardship Determination is disapproved; or (c) the property owner pays all previous and current assessments. The property owner shall file an application for renewal of the Hardship Determination each year when the Maintenance Project is levied. The owner shall also be subject to the lien as provided in Section 6 hereof.

Pursuant to NRS 271.395, within 15 days after the effective date of the Levy Ordinance, any person who has filed a complaint, protest or objection in writing, pursuant to NRS 271.380, shall have the right to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination. Thereafter, all actions or suits attacking the regularity, validity and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, of the amount of special benefits and market value increases, and of the amount thereof levied on each tract, including, without limiting the generality of the foregoing, the defense of confiscation shall be perpetually barred.

The amounts assessed as aforesaid constitute a lien upon said lots, tracts and parcels of land from May 23, 2010, (i.e., the effective date of the Levy Ordinance), which lien shall be co-equal with the latest lien thereon to secure the payment of general taxes and prior and superior to all other liens, claims, encumbrances and titles (other than the liens of assessments and general taxes). The sale of any such lot, tract or parcel of land for general taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor.

Dated this May 19, 2010.

BEVERLY K. BRIDGES, MMC, City Clerk

(End of Form of Notice)

Section 12. The officers of the City be, and they hereby are, authorized and directed to take all action necessary and appropriate to effectuate the provisions of this Ordinance, including without limiting the generality of the foregoing, the preparation of all necessary documents, legal proceedings, the recording of the final assessment roll, and other items necessary or desirable for the completion of the levying of the assessments of the District.

Section 13. All ordinances or resolutions, or parts thereof, in conflict with the provisions of this Ordinance, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution, or part thereof, heretofore repealed.

Section 14. That in accordance with Section 2.110 of the City Charter, this Ordinance when first proposed is to be read by title to the City Council, immediately after which an adequate number of copies of the proposed Ordinance are to be deposited with the office of the City Clerk for public examination and distribution upon request; thereafter, the City Clerk is authorized and directed to give notice of the deposit together with the title of the Ordinance by publication at least once in the Las Vegas Review-Journal, i.e., a newspaper published and having general circulation in the City, at least ten (10) days before the adoption of the Ordinance, i.e., at least ten (10) days before May 19, 2010, such publication to be in substantially the following form:

(FORM OF PUBLICATION OF NOTICE OF DEPOSIT OF AN ORDINANCE)

ORDINANCE NO. _____

AN ORDINANCE CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1485 ALTA DRIVE (LANDSCAPE MAINTENANCE FY2011) PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF MAINTAINING STREET BEAUTIFICATION IMPROVEMENTS; ASSESSING THE COST OF MAINTENANCE AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID MAINTENANCE; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

PUBLIC NOTICE IS HEREBY GIVEN that an adequate number of typewritten copies of the above-entitled proposed Ordinance were filed with and are available for public inspection and distribution at the office of the City Clerk of the City of Las Vegas, 400 Stewart Avenue, Las Vegas, Nevada, and that such ordinance was proposed on the 21st of April, 2010, and will be considered for adoption at the regular meeting of the City Council of the City of Las Vegas on the 19th of May, 2010.

/s/ Beverly K. Bridges
City Clerk

(End of Form)

Section 15. That this Ordinance shall be in effect on the day after its publication, as hereinafter provided. After this Ordinance is signed by the Mayor and attested and sealed by the City Clerk, this Ordinance shall be published by title only, together with the names of the City Council voting for or against its passage, and with a statement that typewritten copies of said Ordinance are available for inspection by all interested parties at the office of the City Clerk, such publication to be made in the Las Vegas Review-Journal, a newspaper published and having general circulation in the City, at least once, pursuant to Section 2.110 of the Charter and all laws thereunto enabling, such publication is to be in substantially the following form:

(Form for Publication After Final Adoption of Ordinance)

ORDINANCE NO. _____

AN ORDINANCE CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1485 – ALTA DRIVE (LANDSCAPE MAINTENANCE FY2011); PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF MAINTAINING STREET BEAUTIFICATION IMPROVEMENTS; ASSESSING THE COST OF MAINTENANCE AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID MAINTENANCE; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

PUBLIC NOTICE IS HEREBY GIVEN that the above Ordinance was proposed on April 21, 2010, and was passed at a regular meeting held on May 19, 2010, by the following vote of the City Council of the City of Las Vegas, Nevada:

Those Voting Aye:	Oscar B. Goodman Gary Reese Steve Wolfson Lois Tarkanian Steven D. Ross Ricki Y. Barlow Stavros S. Anthony
Those Voting Nay:	_____
	_____
Those Absent:	_____
	_____

This Ordinance shall be in full force and effect from and after May 23, 2010, i.e., the day after its publication by title only.

IN WITNESS WHEREOF, the City Council of the City of Las Vegas, Nevada, has caused this Ordinance to be published by title only.

This 19th of May, 2010.

/s/ OSCAR B. GOODMAN
Mayor
City of Las Vegas, Nevada

(SEAL)

Attest:
/s/ BEVERLY K. BRIDGES
City Clerk

Section 16. That if any section, paragraph, clause or other provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance.

Introduced April 21, 2010, PASSED, ADOPTED AND APPROVED May 19, 2010.

OSCAR B. GOODMAN, Mayor

Attest:

BEVERLY K. BRIDGES, MMC
City Clerk

Approved as to Form:

4/6/10
Date

Assistant City Attorney

STATE OF NEVADA)
)
COUNTY OF CLARK) SS
)
CITY OF LAS VEGAS)

I, Beverly K. Bridges, MMC, the duly chosen, qualified City Clerk of the City of Las Vegas (hereinafter the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of an ordinance which was introduced at the meeting of the City Council on April 21, 2010, and finally adopted and approved on May 19, 2010.

2. The following members of the City Council were present at the April 21, 2010, Council meeting:

Mayor:	Oscar B. Goodman
Councilmembers:	Gary Reese
	Steve Wolfson
	Lois Tarkanian
	Steven D. Ross
	Ricki Y. Barlow
	Stavros S. Anthony

3. The foregoing Ordinance was first proposed and read by title to the City Council on April 21, 2010, and referred to a committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said Ordinance on May 19, 2010, which was a regular meeting of said City Council; that at said regular meeting, the proposed Ordinance was again read by title to the City Council and adopted. The following members of the City Council were present at the May 19, 2010, meeting and voted upon the adoption of the Ordinance as follows:

Those Voting Aye:	Oscar B. Goodman
	Gary Reese
	Steve Wolfson
	Lois Tarkanian
	Steven D. Ross
	Ricki Y. Barlow
	Stavros S. Anthony
Those Voting Nay:	_____
	_____
Those Absent:	_____
	_____

4. The original of the Ordinance has been approved and authenticated by the signatures of the Mayor of the City and myself, as Clerk of the City, and sealed with the seal of the City, and has been recorded in the journal of the City Council kept for that purpose in my office, which record has been duly signed by such officers and properly sealed.

5. All members of the City Council were given due and proper notice of the meetings held on April 21, 2010, and May 19, 2010. Pursuant to § 241.020, Nevada Revised Statues, written notice of the meetings was given no later than 9:00 a.m. on the third working day before the meetings, including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice by 9:00 a.m. at least three (3) working days before the meetings at the principal office of the City Council, or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the City Council, to wit:

(i) City Clerk's Bulletin Board
City Hall Plaza
2nd Floor Skybridge
Las Vegas, Nevada

(ii) Bulletin Board
City Hall Plaza (next door to Metro Records)
Las Vegas, Nevada

(iii) Las Vegas Library
833 Las Vegas Boulevard North
Las Vegas, Nevada

(iv) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada

(v) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

(vi) The City of Las Vegas Website

(b) By mailing a copy of the notice by 9:00 a.m. no later than three (3) working days before the meetings to each person, if any, who has requested notice of the meetings of the City Council in the same manner in which notice is required to be mailed to a member of the City Council.

6. A copy of such notice so given of the meeting of the City Council on April 21, 2010, is attached to this certificate as Exhibit A and a copy of the notice so given of the meeting of the City Council on May 19, 2010, is attached to this certificate as Exhibit B.

7. Upon request, the governing body provides, at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the members of the governing body for an item on the agenda, except for certain confidential materials and materials pertaining to the closed meetings, as provided by law.

IN WITNESS WHEREOF, I have hereunto set my hand on this May 19, 2010.

BEVERLY K. BRIDGES, MMC
City Clerk

(SEAL)

EXHIBIT A

(Attach Copy of Notice of April 21, 2010 Meeting)

EXHIBIT B

(Attach Copy of Notice of May 19, 2010 Meeting)

City of Las Vegas Agenda Item No.: **48.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2010-18 – Levies Assessment for Special Improvement District No. 1516 – Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street) Sponsored by: Step Requirement

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:
The District provides annual funding for the maintenance of the Fremont Street Commercial Area Vitalization Project. The estimated budget includes landscape maintenance, security, utilities, advertising, marketing and promotional activities within the district. The property owners will be billed in four (4) quarterly installments without interest. The fiscal amount reflects the estimated costs of SID 1516 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:
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. 2010-18

BILL NO. 2010-18

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1516 – FREMONT STREET MAINTENANCE DISTRICT (LAS VEGAS BOULEVARD TO 8TH STREET) PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF A COMMERCIAL AREA VITALIZATION PROJECT; ASSESSING THE COST OF THE PROJECT AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID IMPROVEMENTS; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

Summary: Levy Ordinance

WHEREAS, the City Council of the City of Las Vegas (the "City Council" and "City," respectively) in the County of Clark and State of Nevada (the "State"), has heretofore, pursuant to the requisite preliminary proceedings, created Las Vegas, Nevada, Special Improvement District No. 1516 - Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street) (the "District"), for the purpose of acquiring, improving and maintaining a Commercial Area Vitalization Project (the "Project"), as defined in Nevada Revised Statutes ("NRS") 271.063, and has provided that the cost and expense of the Project shall be paid by special assessments, according to benefits, levied against the benefited lots, tracts and parcels of land in the District; and

WHEREAS, the District has been properly created by an ordinance heretofore adopted under the provisions of NRS Chapter 271; 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, in accordance with NRS 271.360 and 271.377, the City Council has heretofore determined, and does hereby declare, that the net cost of the Project (including all necessary incidentals which either have been or will be incurred in connection with the District) is $252,402.00, of which $0 is available from other sources and $252,402.00 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's Director of Public Works, together with the City Engineer Division of the City and certain consulting engineers (collectively, the "City Engineer") to make out a final assessment roll for the District; and

WHEREAS, after a determination of the portion of the costs of such work to be paid by the property specially benefited, the City Council, together with the City Engineer made out a final assessment roll for the District containing, among other things, the names and addresses of the last

known owners of the property to be assessed, a description of each lot, tract, or parcel of land to be assessed, and the amount of the assessment thereon. The City Engineer has reported the final assessment roll to the City Council and the City Engineer has filed the final assessment roll with the City Clerk of the City (the "City Clerk"); and

WHEREAS, the City Council thereupon fixed a time and place, to wit: Wednesday, April 21, 2010, at 9:00 a.m., at the Las Vegas City Council Chambers, 400 Stewart Avenue, in Las Vegas, Nevada, when all complaints, protests and objections to the final assessment roll, to the amount of the assessments, and to the regularity of the proceedings in making such assessments, by the owners of the property specially benefited by, and proposed to be assessed for, the Project, by any person interested, and by any parties aggrieved by such assessments, would be heard and considered by the City Council; and

WHEREAS, the City Engineer has, in accordance with the provisions of law relating thereto, given the requisite legal notice by both mail and publication that complaints, protests and objections to assessments for the Project should be filed with the City Clerk, and that the City Council would hear and consider any and all complaints, protests or objections on Wednesday, April 21, 2010, at 9:00 a.m., at the Las Vegas City Council Chambers, 400 Stewart Avenue, in Las Vegas, Nevada; and

WHEREAS, the City Council caused the final assessment roll for the District to be filed in the records of the office of the City Clerk on March 17, 2010. The City Clerk, by publication and by mail, gave the requisite notice of the time and place of such hearing, of the filing of the final assessment roll in her office, of the date of filing the same, and of the right of any such person to object specifically in writing and of the waiver of any objection in the absence of such objection; and

WHEREAS, at the time and place so designated, the City Council met to hear and determine all objections filed or made orally by any interested party; and

WHEREAS, all complaints, protests and objections, both written and oral, were found to be without sufficient merit and overruled, except as provided in the District No. 1516 Assessment Protest Resolution; and

WHEREAS, by the District No. 1516 Assessment Protest Resolution, the City Council modified, corrected and revised the final assessment roll and modified, corrected, revised and confirmed the final assessment roll to be in final form; and

WHEREAS, the assessments do not exceed the benefits to the property assessed nor that portion of the total cost of the Project payable from assessments as heretofore determined; and

WHEREAS, it is incumbent upon the City Council to provide when said assessments shall become due and penalties payable after any delinquency.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES ORDAIN AS FOLLOWS:

Section 1. This Ordinance shall be known as, and may be cited by, the short title "District No. 1516 Levy Ordinance" (the "Ordinance").

Section 2. The City Council has heretofore determined, and does hereby declare, that each and every complaint, protest and objection made in connection with the District and the Project is without sufficient merit and the same be, and hereby is, overruled, and finally passed on by the City Council, except as provided in the District No. 1516 Assessment Protest Resolution.

Section 3. All actions, proceedings, matters and things heretofore taken, had and done by the City and the officers thereof (not inconsistent with the provisions of this Ordinance) concerning the District, including, but not limited to, the creation of the District, the acquisition of the Project, the amount of the construction contract, the levy of assessments for those purposes, the determination that the tracts in the District will receive special benefits and market value increases, and the validation and confirmation of the final assessment roll and the assessments therein, be, and the same hereby is, ratified, approved and confirmed.

Section 4. For the purpose of paying a portion of the costs and expenses of the Project, the amounts and assessments shown in the final assessment roll (as so filed, modified and confirmed) are hereby levied and assessed against the lots, tracts and parcels of land in the District (being all those specially benefited by the Project) and described in the final assessment roll for the District, as filed in the office of the City Clerk on March 17, 2010, and as modified and confirmed by the District No. 1516 Assessment Protest Resolution duly adopted by the City Council on May 5, 2010.

Section 5. The assessments shall be due and payable at the office of the City Treasurer in four (4) substantially equal quarterly installments of principal until paid in full, without interest, principal on such assessments being payable quarterly on July 1, 2010, October 1, 2010, January 1, 2011 and April 1, 2011. Failure to pay any installment when due shall cause the whole amount of the unpaid principal to become due and payable immediately, at the option of the City, the exercise of said option to be indicated by the commencement of foreclosure proceedings by the City; and the whole amount of the unpaid principal shall, after such delinquency, whether said option is or is not exercised, bear penalty interest at the rate of two percent (2%) (or at any higher rate authorized by statute, or any lower rate, which may be zero percent, for such period as determined by the City Treasurer) per month (not prorated for any portion of the month) on the unpaid balance of the assessment and accrued interest until the day of sale or until paid, but at any time prior to the date of the sale the owner may pay the amount of all delinquent installments originally becoming due on or before the date of said payment, and all penalty interest accrued, and shall thereupon be restored to the right thereafter to pay in installments in the same manner as if default had not been suffered. The owner of any property assessed and not in default as to any installment or payment may, at any time (at the option of such owner), pay the whole or any quarterly installment of the unpaid principal of such owner's assessment.

Pursuant to NRS 271.357 and NRS 271.360, any assessment against property for which an application for Hardship Determination has been approved by the City Council shall be postponed, but the owner shall make payments of interest on the unpaid balance of previous and current assessments at the same rate and terms as are established for other assessments in the manner provided. The assessment shall remain postponed until the earlier of the following occurrences: (a) the property is sold

or transferred to a person other than one to whom a Hardship Determination has been granted; (b) the term of the bonds expire; (c) the property owner's application for renewal of the Hardship Determination is disapproved; (d) the property owner fails to pay interest on the unpaid balance of assessments in a timely manner; or (e) the property owner pays all previous and current assessments. The owner shall also be subject to the lien as provided in Section 6 hereof.

Section 6. The amounts assessed shall be a lien upon the owner's lots, tracts and parcels of land from the effective date of this Ordinance (i.e. May 23, 2010) until paid. The lien shall be co-equal with the latest lien thereon to secure the payment of general taxes and prior and superior to all other liens, claims, encumbrances and titles (other than the liens of assessments and general taxes). The sale of any such lot, tract or parcel of land for general or other taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor. Such amounts shall continue to be a lien upon the lots, tracts and parcels of land assessed until paid in full (including all principal and the interest thereon, and any penalties and collection costs).

Section 7. Should any lot, tract or parcel of land within the District be divided after the effective date of this Ordinance and before the collection of all the assessment installments, or if any property in the District makes a request to do so, the City Treasurer may apportion, combine or reapportion the uncollected amounts upon the several parts of land so divided or combined in accordance with the provisions of NRS 271.425. The report of such an apportionment, combination or reapportionment, when approved, shall be conclusive on all the parties, and all assessments thereafter made upon the tracts shall thereafter be according to the subdivision. The report, when approved, shall be recorded in the office of the County Recorder of Clark County, Nevada, together with a statement that the current payment status of any of the assessments may be obtained from the City Treasurer. Neither the failure to record the report, nor any defect in the report as recorded, shall affect the validity of the assessments, the lien for the payment thereof or the priority of that lien.

Section 8. In case any lot, tract or parcel of land so assessed is delinquent in the payment of the assessment or any installment of principal or interest, the City Council shall forthwith cause the owner of such delinquent property, if known, to be immediately notified in writing of such delinquency, by first-class mail, postage prepaid, addressed to the addressee's last known address. If such delinquency is not paid within 10 days after such notice was given by deposit in the United States mail, then said assessment shall be enforced by the City Treasurer and other officers of the City, as provided in NRS 271.545 to NRS 271.630. Nothing herein shall be construed as preventing the City, at the direction of the City Council, from collecting any assessment by suit in the name of the City Council. The final assessment roll and the certified copy of this Ordinance shall be prima facie evidence of the regularity of the proceedings in making the assessment and of the right to recover judgment therefor.

Section 9. The City Clerk is hereby directed to deliver to the City Treasurer a copy of the final assessment roll for the District containing a description of the lots, tracts and parcels of land being assessed, with the amount of the assessment levied upon each and the name and address of the owner or owners against whom the assessment was made. The final assessment roll is to be recorded in

the office of the Clark County Recorder together with the statement that the current payment status of any assessment may be obtained from the City Treasurer. The City Treasurer is additionally directed to collect the several sums so assessed as a tax upon the several tracts to which they were assessed.

Section 10. In accordance with NRS 271.405(7) the City Clerk shall give notice by publication in the Las Vegas Review-Journal, a newspaper of general circulation in the City, and such notice to be published at least once a week, for three consecutive publications, by three weekly insertions, the first such publication to be at least 15 days prior to the end of the 30-day period stating that said assessments have been levied and are due and payable. The notice shall further state that payment must be made in full prior to the end of the 30 day period to avoid paying interest on the assessment. It shall not be necessary that the notice be published on the same day of the week, but not less than 14 days shall intervene between the first publication and the last publication. Service by publication shall be verified by the affidavit of the publisher and filed with the City Clerk. In accordance with NRS 271.390(2), the City Clerk or Deputy City Clerk shall also give written notice of the levying of the assessments by mailing a copy of such notice, postage prepaid, at least 20 days prior to the end of said 30-day period, to the owner or owners of all property upon which the assessment was levied at his or her last known address or addresses. Proof of such mailing shall be made by the affidavit of the City Clerk or Deputy City Clerk and such proof shall be filed with the City Clerk. Failure to mail any such notice or notices shall not invalidate any assessment or any other proceedings concerning the District. Proof of the publication and proof of the mailing shall be maintained in the permanent records of the office of the City Clerk until all special assessments and special assessment bonds issued (if such special assessment bonds are hereafter issued) shall have been paid in full, both principal and interest, or until any claim is barred by an appropriate statute of limitations. The City Council hereby determines that the manner of giving notice herein provided by publication and by mail is reasonably calculated to inform the parties of the proceedings concerning the District and the levy of assessments which may directly and adversely affect their legally protected interests.

Section 11. The notice provided for in NRS 271.390(2) and NRS 271.405(7) and in Section 10 of this Ordinance shall be in substantially the following form:

(Form of Notice)

NOTICE TO PROPERTY OWNERS OF THE LEVY OF ASSESSMENTS FOR IMPROVEMENTS IN CITY OF LAS VEGAS, NEVADA SPECIAL IMPROVEMENT DISTRICT NO. 1516 – FREMONT STREET MAINTENANCE DISTRICT (LAS VEGAS BOULEVARD TO 8TH STREET).

NOTICE IS HEREBY GIVEN to the owners of all property upon which an assessment has been levied, and other interested persons, that District No. 1516 Levy Ordinance (the "Levy Ordinance") was duly passed, adopted, signed and approved by the City Council of the City of Las Vegas on May 19, 2010. The Levy Ordinance levied and assessed a portion of the cost and expense of certain local improvements against the lots, tracts and parcels of land specially benefited by the local improvements in what is commonly designated as "City of Las Vegas, Nevada, Special Improvement District No. 1516 - Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street)," (said lots, tracts and parcels of land being more specifically described in the final assessment roll designated in the Levy Ordinance).

Assessments are due and payable at the office of the City Treasurer, in Las Vegas, Nevada, in four (4) substantially equal quarterly installments of principal until paid in full, without interest, principal on such assessments being payable quarterly on July 1, 2010, October 1, 2010, January 1, 2011 and April 1, 2011. Failure to pay any installment when due shall cause the whole amount of the unpaid principal to become due and payable immediately, at the option of the City, the exercise of said option to be indicated by the commencement of foreclosure proceedings by the City; and the whole amount of the unpaid principal shall, after such delinquency, whether said option is or is not exercised, bear penalty interest at the rate of two percent (2%) (or at any higher rate authorized by statute, or any lower rate, which may be zero percent, for such period as determined by the City Treasurer) per month (not prorated for any portion of the month) on the unpaid balance of the assessment and accrued interest until the day of sale or until paid, but at any time prior to the date of the sale the owner may pay the amount of all delinquent installments originally becoming due on or before the date of said payment, and all penalty interest accrued, and shall thereupon be restored to the right thereafter to pay in installments in the same manner as if default had not been suffered. The owner of any property assessed and not in default as to any installment or payment may, at any time (at the option of such owner), pay the whole or any quarterly installment of the unpaid principal of such owner's assessment.

Pursuant to NRS 271.357 and NRS 271.360, any assessment against property for which an application for Hardship Determination has been approved by the City Council shall be postponed, but the owner shall make payments of interest on the unpaid balance of previous and current assessments at the same rate and terms as are established for other assessments in the manner provided. The assessment shall remain postponed until the earlier of the following occurrences: (a) the property is sold or transferred to a person other than one to whom a Hardship Determination has been granted; (b) the term of the bonds expires; (c) the property owner's application for renewal of a Hardship Determination is

disapproved; (d) the property owner fails to pay interest on the unpaid balance of assessments in a timely manner; or (e) the property owner pays all previous and current assessments. The owner shall also be subject to the lien as provided in Section 6 of the Levy Ordinance.

Pursuant to NRS 271.395, within 15 days after the effective date of the Levy Ordinance, any person who has filed a complaint, protest or objection in writing, pursuant to NRS 271.380, shall have the right to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination. Thereafter, all actions or suits attacking the regularity, validity and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, of the amount of special benefits and market value increases, and of the amount thereof levied on each tract, including, without limiting the generality of the foregoing, the defense of confiscation shall be perpetually barred.

The amounts assessed as aforesaid constitute a lien upon said lots, tracts and parcels of land from May 23, 2010 (i.e., the effective date of the Levy Ordinance), which lien shall be co-equal with the latest lien thereon to secure the payment of general taxes and prior and superior to all other liens, claims, encumbrances and titles (other than the liens of assessments and general taxes). The sale of any such lot, tract or parcel of land for general taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor.

Dated this May 19, 2010.

Beverly K. Bridges, MMC, City Clerk

(End of Form of Notice)

Section 12. The officers of the City be, and they hereby are, authorized and directed to take all action necessary and appropriate to effectuate the provisions of this Ordinance, including without limiting the generality of the foregoing, the preparation of all necessary documents, legal proceedings, the recording of the final assessment roll, and other items necessary or desirable for the completion of the levying of the assessments of the District and the issuance of the bonds therefor.

Section 13. All ordinances or resolutions, or parts thereof, in conflict with the provisions of this Ordinance, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution, or part thereof, heretofore repealed.

Section 14. In accordance with Section 2.110 of the City Charter, this Ordinance when first proposed is to be read by title to the City Council, immediately after which an adequate number of copies of the proposed Ordinance are to be deposited with the office of the City Clerk for public examination and distribution upon request; thereafter, the City Clerk is authorized and directed to give notice of the deposit together with the title of the Ordinance by publication at least once in the Las Vegas Review-Journal, i.e., a newspaper published and having general circulation in the City, at least ten (10) days before the adoption of the Ordinance, i.e., at least ten (10) days before May 19, 2010, such publication to be in substantially the following form:

(Form of Publication of Notice of Deposit of an Ordinance)

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1516 – FREMONT STREET MAINTENANCE DISTRICT (LAS VEGAS BOULEVARD TO 8TH STREET) PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF A COMMERCIAL AREA VITALIZATION PROJECT; ASSESSING THE COST OF THE PROJECT AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID IMPROVEMENTS; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

PUBLIC NOTICE IS HEREBY GIVEN that an adequate number of typewritten copies of the above-entitled proposed Ordinance were filed with and are available for public inspection and distribution at the office of the City Clerk of the City of Las Vegas, 400 Stewart Avenue, Las Vegas, Nevada, and that such ordinance was proposed on the 5th day of May, 2010, and will be considered for adoption at the regular meeting of the City Council of the City of Las Vegas on the 19th day of May, 2010.

/s/ BEVERLY K. BRIDGES, MMC
City Clerk

(End of Form)

Section 15. This Ordinance shall be in effect on the day after its publication, as provided in this Ordinance. After this Ordinance is signed by the Mayor and attested and sealed by the City Clerk, this Ordinance shall be published by title only, together with the names of the City Council voting for or against its passage, and with a statement that typewritten copies of said Ordinance are available for inspection by all interested parties at the office of the City Clerk, such publication to be made in the Las Vegas Review-Journal, a newspaper published and having general circulation in the City, at least once, pursuant to Section 2.110 of the Charter and all laws thereunto enabling, such publication is to be in substantially the following form:

(Form for Publication After Final Adoption of Ordinance)

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1516 – FREMONT STREET MAINTENANCE DISTRICT (LAS VEGAS BOULEVARD TO 8TH STREET) PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF A COMMERCIAL AREA VITALIZATION PROJECT; ASSESSING THE COST OF THE PROJECT AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID IMPROVEMENTS; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

PUBLIC NOTICE IS HEREBY GIVEN that the above Ordinance was proposed on May 5, 2010, and was passed at a regular meeting held on May 19, 2010, by the following vote of the City Council of the City of Las Vegas, Nevada:

Those Voting Aye:	Oscar B. Goodman Gary Reese Steve Wolfson Lois Tarkanian Steven D. Ross Ricki Y. Barlow Stavros S. Anthony
Those Voting Nay:	_____ _____
Those Absent:	_____ _____

This Ordinance shall be in full force and effect from and after May 23, 2010, i.e., the day after its publication by title only.

IN WITNESS WHEREOF, the City Council of the City of Las Vegas, Nevada, has caused this Ordinance to be published by title only.

This 19th day of May, 2010.

/s/ OSCAR B. GOODMAN
Mayor
City of Las Vegas, Nevada

(SEAL)

Attest:
/s/ BEVERLY K. BRIDGES, MMC
City Clerk

Section 16. That if any section, paragraph, clause or other provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance.

INTRODUCED MAY 5, 2010, PASSED, ADOPTED AND APPROVED MAY 19, 2010.

OSCAR B. GOODMAN, Mayor

Attest:

BEVERLY K. BRIDGES, MMC, City Clerk

Approved as to Form:

4/20/10
Date

Assistant City Attorney

STATE OF NEVADA)
)
COUNTY OF CLARK) SS
)
CITY OF LAS VEGAS)

I, Beverly K. Bridges, MMC, the duly chosen, 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 an ordinance which was introduced at the meeting of the City Council of the City (the "City Council") on May 5, 2010 and finally adopted and approved on May 19, 2010.

2. The following members of the City Council were present at the May 5, 2010 meeting:

Mayor:	Oscar B. Goodman
Councilmembers:	Gary Reese
	Steve Wolfson
	Lois Tarkanian
	Steven D. Ross
	Ricki Y. Barlow
	Stavros S. Anthony

3. The foregoing Ordinance was first proposed and read by title to the City Council on May 5, 2010, and referred to a committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said Ordinance on May 19, 2010, which was a regular meeting of said City Council; that at said regular meeting, the proposed Ordinance was again read by title to the City Council and adopted. The following members of the City Council were present at the May 19, 2010, meeting and voted upon the adoption of the Ordinance as follows:

Those Voting Aye:	Oscar B. Goodman
	Gary Reese
	Steve Wolfson
	Lois Tarkanian
	Steven D. Ross
	Ricki Y. Barlow
	Stavros S. Anthony
Those Voting Nay:	_____
Those Absent:	_____
	_____

4. The original of the Ordinance has been approved and authenticated by the signatures of the Mayor of the City and myself, as Clerk of the City, and sealed with the seal of the City, and has been recorded in the journal of the City Council kept for that purpose in my office, which record has been duly signed by such officers and properly sealed.

5. All members of the City Council were given due and proper notice of the meetings held on May 5, 2010 and May 19, 2010. Pursuant to § 241.020, Nevada Revised Statues, written notice of the meetings was given no later than 9:00 a.m. on the third working day before the meetings, including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice by 9:00 a.m. at least three (3) working days before the meetings at the principal office of the City Council, or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the City Council, to wit:

(i) City Clerk's Bulletin Board
City Hall Plaza
2nd Floor Skybridge
Las Vegas, Nevada

(ii) Bulletin Board
City Hall Plaza (next door to Metro Records)
Las Vegas, Nevada

(iii) Las Vegas Library
833 Las Vegas Boulevard North
Las Vegas, Nevada

(iv) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada

(v) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

(vi) The City of Las Vegas website

and

(b) By mailing a copy of the notice by 9:00 a.m. no later than three (3) working days before the meetings to each person, if any, who has requested notice of the meetings of the City Council in the same manner in which notice is required to be mailed to a member of the City Council.

6. A copy of such notice so given of the meeting of the City Council on May 5, 2010, is attached to this certificate as Exhibit A and a copy of the notice so given of the meeting of the City Council on May 19, 2010, is attached to this certificate as Exhibit B.

7. A copy of the affidavit of publication of notice of deposit of the Ordinance is attached to this certificate as Exhibit C. A copy of the affidavit of publication of adoption of the Ordinance is attached to this certificate as Exhibit D.

8. 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 members of the City Council for an item on

the agenda, except for certain confidential materials and materials pertaining to the closed meetings, as provided by law.

IN WITNESS WHEREOF, I have hereunto set my hand on this May 19, 2010.

Beverly K. Bridges, MMC, City Clerk

(SEAL)

EXHIBIT A

(Attach Copy of Notice of May 5, 2010 Meeting)

EXHIBIT B

(Attach Copy of Notice of May 19, 2010 Meeting)

EXHIBIT C

(Attach Affidavit of Publication of Filing of Ordinance)

EXHIBIT D

(Attach Affidavit of Publication of Adoption of Ordinance)

City of Las Vegas Agenda Item No.: **49.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2010-19 – Corrects an error in the mandatory spay-neuter ordinance to set the required age for spay/neuter procedures at four months rather than six. Proposed by: Bradford R. Jerbic, City Attorney

Fiscal Impact

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

PURPOSE/BACKGROUND:
Last November the City Council adopted Ordinance No. 6067, which, among other things, addressed the spaying or neutering of dogs and cats. The intent of the ordinance as discussed was to have the spay/neuter requirement apply to dogs and cats over four months old. The title and summary of the ordinance so indicated, but the operative provision in the body of the ordinance mistakenly indicated an age of six months rather than four. This bill corrects the error in order to effectuate the City Council's intent.

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. 2010-19

BILL NO. 2010-19

ORDINANCE NO. _____

AN ORDINANCE TO CORRECT AN ERROR IN THE MANDATORY SPAY-NEUTER ORDINANCE TO SET THE REQUIRED AGE FOR SPAY/NEUTER PROCEDURES AT FOUR MONTHS RATHER THAN SIX, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Bradford R. Jerbic, City Attorney

Summary: Corrects an error in the mandatory spay-neuter ordinance to set the required age for spay/neuter procedures at four months rather than six.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 7, Chapter 14, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

7.14.010: Except as otherwise provided in Section 7.14.020, it is unlawful for any person to harbor within the City any dog or cat over the age of [six] four months that has not been spayed or neutered. For purposes of this Section, the term "harbor" means to have legal ownership of, or to provide, on a regular basis, care, shelter, protection, refuge, nourishment, or medical treatment.

SECTION 2: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 3: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than

$1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

SECTION 4: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2010.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 4-21-10
Date

City of Las Vegas Agenda Item No.: **50.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

Bill No. 2010-20 - Revises and updates zoning-related application and hearing procedures generally; provides that Planning Commission action on most special use permits is final, unless appealed or requested for review by a member of the City Council; and provides a procedure for Required Reviews of approved zoning applications. (TXT-37402) 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 zoning-related application and hearing procedures generally, implementing various recommendations made as part of the Development Review Process Efficiency Analysis presented to and approved by the City Council in January. Of particular note are 1) a provision that Planning Commission action on most special use permits is final, unless appealed or requested for review by a member of the City Council, and 2) a new procedure for Required Reviews of approved zoning 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. 2010-20

BILL NO. 2010-20

ORDINANCE NO. _____

AN ORDINANCE REVISING AND UPDATING ZONING-RELATED APPLICATION AND HEARING PROCEDURES GENERALLY; PROVIDING THAT PLANNING COMMISSION ACTION ON MOST SPECIAL USE PERMITS IS FINAL, UNLESS APPEALED OR REQUESTED FOR REVIEW BY A MEMBER OF THE CITY COUNCIL; PROVIDING A PROCEDURE FOR REQUIRED REVIEWS OF APPROVED ZONING APPLICATIONS; AND PROVIDING FOR OTHER RELATED MATTERS.

Proposed by: M. Margo Wheeler, Director of Planning and Development

Summary: Revises and updates zoning-related application and hearing procedures generally; provides that Planning Commission action on most special use permits is final, unless appealed or requested for review by a member of the City Council; and provides a procedure for Required Reviews of approved zoning applications.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 19, Chapter 00, Section 70, Subsection (F), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(F) Appeals of Interpretation.

(1) General. Except as otherwise provided in Paragraph (2) below, [Any] any person aggrieved in connection with the inability to obtain a building permit or by the decision of any administrative officer or agency based upon or made in the course of the administration or enforcement of any provision of this Title may appeal the decision to the City Council. An appeal must be in written form and must be filed in the office of the City Clerk, with a copy to be filed in the office of the [Department of Planning and Development.] Department. The appeal must be filed within ten days after the administrative decision is made and shall specifically describe the decision at issue and the basis for the appeal. The appeal shall be considered on the next available agenda of the City Council.

(2) Appeal Unavailable. An appeal pursuant to Paragraph (1) is not available:

(a) For the purpose of avoiding or circumventing the application procedures set forth in LVMC Chapter 19.18; or

(b) Regarding a decision where the result of, or the remedy or relief from, that

decision is specifically provided for by means of an application or process described in Chapter 19.18. Such decisions include without limitation:

(i) An administrative decision to deny a particular application where Chapter 19.18 specifically provides for a subsequent application or process to follow such a denial; or

(ii) An administrative decision that a particular development or activity does not qualify or is ineligible for a particular type of application, where Chapter 19.18 specifically provides for a subsequent application or process to follow such a decision.

SECTION 2: Title 19, Chapter 6, Section 50, Subsection (C), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

C. Rezoning And Minimum Site Area

Property may be rezoned to the Planned Development District by the City Council in accordance with the requirements of this Chapter and Chapter 19.18.040. Each rezoning parcel shall be described as a separate district, with distinct boundaries and specific design and development standards. Each district shall be assigned a district development project number or label, along with the designation "PD". The rezoning shall include the adoption of a specific master development plan and development standards.

The minimum site area for a Planned Development District is five acres. [, except that the City Council may waive this requirement when proper planning justification is shown.]

SECTION 3: Title 19, Chapter 18, Section 10, Subsection (B), Paragraph (3), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(3) Pre-application Conference. A pre-application conference with a designated representative from the Department [of Planning and Development] is required prior to submitting an application for a General Plan Amendment, a Rezoning, a Major Site Development Plan Review, a Special Use Permit, a Variance or a Development Agreement.

SECTION 4: Ordinance No. 6086 and Title 19, Chapter 18, Section 10, Subsection (C), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby amended so

that Subsection(C) reads as follows:

(C) Fees.

(1) Adopted. The Director is authorized to charge fees related to the processing of applications, appeals and other requests in accordance with the Fee Schedule. The Fee Schedule set forth in Title 19 is hereby adopted as part of this Title and may be amended from time to time by resolution of the City Council.

(2) When Payable. Fees for filing applications, appeals and other requests under this Title are set forth in the Fee Schedule and are due at the time the application, appeal or request is filed.

(3) Additional Fees. With respect to any application, appeal or other request under this Title that requires notification of a public hearing, the applicant shall also pay the notification and advertising costs identified in the Fee Schedule. Payment of those costs shall be made upon filing of the application.

(4) Waiver of Fees. The City Manager may waive any fee referred to in the Fee Schedule on behalf of:

(a) Any member of the Southern Nevada Regional Planning Coalition; or

(b) Any entity with whom the Coalition is required to integrate long-term planning programs pursuant to NRS 278.02584.

SECTION 5: Title 19, Chapter 18, Section 30, Subsection (C), Paragraph (1), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(1) Initiation of Application. A General Plan Amendment may be initiated by the Department, the Planning Commission or the City Council, or by means of an application filed by the owner(s) of record of each parcel of property proposed for a General Plan Amendment.

SECTION 6: Title 19, Chapter 18, Section 30, Subsection (C), Paragraph (4), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(4) Other Governmental Ownership.

(a) Application Requirements. With respect to property which is owned by the State of

Nevada or the United States of America, a General Plan Amendment application is sufficient if it is signed and acknowledged by a prospective purchaser of that property who has: [entered]

(i) Entered into a contract with the governmental entity to obtain ownership of the property[.];

(ii) Provided to the Department a letter from the governmental entity indicating that it consents to the filing of the application and agrees to be bound by the application; or

(iii) Provided to the Department a letter from the governmental entity indicating that it has no objection to the filing of the application.

(b) Effect of Letter of No Objection. In the case of an application that is supported by a letter of no objection under Subparagraph (a)(iii) of this Paragraph (4), the applicant shall acknowledge in writing, by means of a form provided by the Department or in a form acceptable to the City Attorney, that:

(i) The processing of the application is done as an accommodation only;

(ii) The application, the results thereof, and any entitlements related thereto are dependent upon the applicant's obtaining an enforceable contractual interest in the property; and

(iii) The applicant assumes the risk of proceeding without any assurance that approval of the application will lead to an ability to implement the approval.

SECTION 7: Title 19, Chapter 18, Section 30, Subsection (F), Paragraph (2), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(2) Notice.

(a) Notice Provided. Notice of the time, place and purpose of the hearing must be given at least ten days before the hearing by:

(i) Publishing the notice in a newspaper of general circulation within the City;

(ii) Mailing a copy of the notice to:

A. The applicant;

B. Each owner of real property located within a minimum of one thousand feet of the property described in the application;

C. Each tenant of any mobile home park that is located within one thousand feet of the property described in the application;

D. The owner of each of the thirty separately-owned parcels nearest to the property described in the application to the extent this notice does not duplicate the notice otherwise required by this Paragraph (2);

E. Any advisory board which has been established for the affected area by the City Council; and

F. The president or head of any registered local neighborhood organization whose organization boundaries are located within a minimum of one mile of the property described in the application.

(b) Names Provided. The Department [of Planning and Development] shall provide, at the request of the applicant, the [name, address and phone number] name and address of any person notified pursuant to Subparagraph (F) above.

(c) Additional Notice. The Department may give additional notice of the hearing by expanding the area of notification or using other means of notification or both. The Department shall endeavor to provide any additional notice at least ten days before the date of the hearing.

(d) Signs. Notification signs shall be posted in conformance with Section 19.18.010 (D).

SECTION 8: Title 19, Chapter 18, Section 40, Subsection (C), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(C) Minimum Site Requirements. Property which is proposed to be rezoned to the following zoning districts must meet the minimum criteria denoted below in order to be considered for rezoning: [, except that a minimum site area requirement may be waived in a particular case by the City Council.]

(1) R-CL District. Rezoning parcel must be an infill parcel which has a maximum site area of three acres, is surrounded by existing R-CL development and does not lend itself to R-PD development.

(2) R-MHP District. Minimum site area of five acres.

(3) P-C District. Minimum site area of three thousand acres.

(4) C-PB District. Minimum site area of twenty acres.

(5) PD District. Minimum site area of five acres.

SECTION 9: Title 19, Chapter 18, Section 40, Subsection (D), Paragraph (2), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(2) Initiation of Application. An application for a rezoning may be initiated by the Department, the Planning Commission or the City Council, or by means of an application filed by the owner(s) of record of each parcel of property proposed for rezoning.

SECTION 10: Title 19, Chapter 18, Section 40, Subsection (D), Paragraph (3), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(3) Other Governmental Ownership.

(a) Application Requirements. With respect to property which is owned by the State of Nevada or the United States of America, a rezoning application is sufficient if it is signed and acknowledged by a prospective purchaser of that property who has: [entered]

(i) Entered into a contract with the governmental entity to obtain ownership of the property[.];

(ii) Provided to the Department a letter from the governmental entity indicating that it consents to the filing of the application and agrees to be bound by the application; or

(iii) Provided to the Department a letter from the governmental entity indicating that it has no objection to the filing of the application.

(b) Effect of Letter of No Objection. In the case of an application that is supported by a letter of no objection under Subparagraph (a)(iii) of this Paragraph (4), the applicant shall acknowledge in writing, by means of a form provided by the Department or in a form acceptable to the City Attorney, that:

(i) The processing of the application is done as an accommodation only;

(ii) The application, the results thereof, and any entitlements related thereto are dependent upon the applicant's obtaining an enforceable contractual interest in the property; and

(iii) The applicant assumes the risk of proceeding without any assurance that approval of the application will lead to an ability to implement the approval.

SECTION 11: Title 19, Chapter 18, Section 40, Subsection (D), Paragraph (6), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(6) Contiguous Land. Except with respect to rezoning applications initiated by the Department, the Planning Commission or the City Council, all of the land in the application shall be contiguous with at least one common point.

SECTION 12: Title 19, Chapter 18, Section 40, Subsection (H), Paragraph (2), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(2) Notice.

(a) Notice Provided. Notice of the time, place and purpose of the hearing must be given at least ten days before the hearing by:

(i) Publishing the notice in a newspaper of general circulation within the City;

(ii) Mailing a copy of the notice to:

A. The applicant;

B. Each owner of real property located within a minimum of one thousand feet of the property described in the application;

C. Each tenant of any mobile home park that is located within one thousand feet of the property described in the application;

D. The owner of each of the thirty separately-owned parcels nearest to the property described in the application to the extent this notice does not duplicate the notice otherwise required by this Paragraph (2);

E. Any advisory board which has been established for the affected area by the City Council; and

F. The president or head of any registered local neighborhood organization whose organization boundaries are located within a minimum of one mile of the property described

in the application.

(b) Names Provided. The Department [of Planning and Development] shall provide, at the request of the applicant, the [name, address and phone number] name and address of any person notified pursuant to Subparagraph (F) above.

(c) Additional Notice. The Department may give additional notice of the hearing by expanding the area of notification or using other means of notification or both. The Department shall endeavor to provide any additional notice at least ten days before the date of the hearing.

(d) Signs. Notification signs shall be posted in conformance with Section 19.18.010 (D).

SECTION 13: Title 19, Chapter 18, Section 50, Subsection (B), Paragraph (4), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(4) Certain Conversions. The [conversions] conversion of any development from multi-family or apartment development to condominium status[, or the conversion of any condominium development to a rental-only multi-family or apartment development,] shall require a Site Development Plan Review.

SECTION 14: Title 19, Chapter 18, Section 50, Subsection (C), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

[(C) Authority. The Director shall have the authority to determine whether a Site Development Plan will be subject to a major review or a minor review and to approve or deny any Site Development Plan which requires a minor review. However, final approval authority shall rest with:

(1) The Planning Commission, if the Commission specifically has reserved the right, through prior action, to review and maintain approval authority of any Site Development Plan; or

(2) The City Council, if the Council specifically has reserved the right, through prior action, to review and maintain approval authority of any Site Development Plan, or if a member of the City Council requests a review pursuant to this Section.

In approving a Site Development Plan, the Director, or if applicable, the Planning Commission or City Council, may impose conditions deemed necessary to ensure the orderly development of the site.]

(C) Authority.

(1) The Director shall have the authority to:

(a) Determine whether an activity or improvement is exempt under Paragraph (2) of Subsection (B) of this Section;

(b) Determine whether a Site Development Plan will be subject to a major review or a minor review under this Section; and

(c) Approve or deny any Site Development Plan which requires a minor review; provided, however, that final approval authority shall rest with:

(i) The Planning Commission, if the Commission specifically has reserved the right, through prior action, to review and maintain approval authority of any Site Development Plan; or

(ii) The City Council, if the Council specifically has reserved the right, through prior action, to review and maintain approval authority of any Site Development Plan, or if a member of the City Council requests a review pursuant to this Section.

(2) In approving a Site Development Plan, the Director, or if applicable, the Planning Commission or City Council, may impose conditions deemed necessary to ensure the orderly development of the site.

SECTION 15: Title 19, Chapter 18, Section 50, Subsection (D), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(D) Design Standards. All required Site Development Plans shall meet or exceed the minimum standards established in this Title. In addition, the [City's policy document entitled "Landscape, Wall and Buffer Standards" is] City may adopt policy documents as a resource for acceptable standards and design solutions. To the extent that such [document establishes] documents establish minimum requirements and standards and [is] are formally adopted by the City Council, Site Development Plans must comply with [that document.] those documents.

SECTION 16: Title 19, Chapter 18, Section 50, Subsection (F), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(F) Minor Review of Site Development Plans.

(1) Minor Review Decisions. Site Development Plans requiring Minor Reviews may be approved administratively by the Director. Minor Reviews include without limitation:

(a) Alterations which affect the external dimensions of an existing building or structure that complies with all applicable requirements of this Title and with any previous conditions or discretionary approval.

(b) New commercial or industrial construction of five thousand square feet or less that complies with all applicable requirements of this Title.

(c) New residential construction consisting of no more than four dwelling units that complies with all applicable requirements of this Title and is not part of a sequential application for additional units.

(2) Minor Review Process. A minor Development Review is initiated by the submission of a Site Development Plan Review application or an application for a Building Permit. If submitted as part of a Building Permit application, issuance of the Building Permit shall constitute approval of the Minor Review and no further action is required.

(3) Review By City Council. The administrative approval of a Site Development Plan pursuant to this Subsection (F) shall be final action unless, within ten days following the approval, a member of the City Council files with the Director a written request for the Council to review the approval. In the event such a request is filed, the [Council shall have final authority to approve, deny or modify the Site Development Plan.] Site Development Plan shall be subject to the Major Development Review Process set forth in Subsection (G) of this Section.

SECTION 17: Title 19, Chapter 18, Section 50, Subsection (G), Paragraph (2), Subparagraph (a), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

[(a) Application. An application for a Major Development Review shall be filed in the Department of Planning and Development. The application shall be signed and notarized by the owner of the property where the development is to occur or by the owner's authorized agent. A Site Development Plan requiring a Major Review may not be approved as part of a Building Permit Application.]

(a) Application. A pre-application conference pursuant to LVMC 19.18.010(B)(3) is required

prior to submitting an application for a Major Development Review. A Site Development Plan requiring a Major Review may not be approved as part of a Building Permit Application. An application for a Major Development Review shall be filed with the Department. The application shall be signed and notarized:

(i) By the owner of the property, where the development is to be undertaken by the owner or the owner's authorized agent; or

(ii) By a prospective purchaser of the property, where the property is owned by the State of Nevada or the United States of America and the prospective purchaser has:

A. Entered into a contract with the governmental entity to obtain ownership of the property;

B. Provided to the Department a letter from the governmental entity indicating that it consents to the filing of the application and agrees to be bound by the application; or

C. Provided to the Department a letter from the governmental entity indicating that it has no objection to the filing of the application.

➥In the case of an application that is supported by a letter of no objection under Subparagraph (a)(ii)(C) of this Paragraph (2), the applicant shall acknowledge in writing, by means of a form provided by the Department or in a form acceptable to the City Attorney, that the processing of the application is done as an accommodation only; that the application, the results thereof, and any entitlements related thereto are dependent upon the applicant's obtaining an enforceable contractual interest in the property; and that the applicant assumes the risk of proceeding without any assurance that approval of the application will lead to an ability to implement the approval.

SECTION 18: Title 19, Chapter 18, Section 50, Subsection (G), Paragraph (2), Subparagraph (f), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(f) Appeal of Planning Commission Action. If the applicant is aggrieved by the Planning Commission's denial of an application, or by any condition imposed upon an approval, the applicant may appeal the decision to the City Council by written request. [The appeal must be filed in the Office of the City Clerk within ten days after the Planning Commission's action.] In the case of an approval,

an appeal may be filed by any property owner within the area of notification for the Planning Commission hearing, as well as by anyone who appeared, either in person, through an authorized representative or in writing, before the Planning Commission regarding the application. Any appeal must be filed in the office of the City Clerk within ten days after the Planning Commission's action. Pursuant to LVMC 19.18.010(C), the City Council may establish one or more fees to be paid in connection with the filing of an appeal under this Subparagraph (f), and the amount of any fee so established shall be as set forth in the Fee Schedule.

SECTION 19: Title 19, Chapter 18, Section 50, Subsection (H), Subsection (1), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended as follows:

(1) Minor Amendment. Minor relocation or reorientation of buildings, lot lines and/or easements, relocation of internal access and circulation; relocation or rearrangement of parking areas, reduction of established square footage and/or density limitations, [by ten percent or less,] and increase of landscape or building setbacks are considered minor amendments and may be approved administratively. However, the Director has no authority to approve any:

(a) Alteration in the basic relationship of the proposed development to adjacent property;

(b) [Material change in the uses or types of uses permitted;] Change necessitating a waiver or variance of development standards set forth in this Title;

(c) [Material increase] Increase in the maximum density, floor area, or height[;] by more than ten percent;

(d) Material decrease in the amount of off-street parking, unless the amount of parking remains sufficient and conforms to the requirements of this Title;

(e) Reduction in the minimum yards or setbacks by more than ten percent; [or]

(f) Material change in the characteristics of the elevational drawings [or Site Development Plan as approved.] so as to alter the basic design quality and character of the proposed development; or

(g) Other material change that is not necessitated by minimum requirements adopted under the authority of Title 16, LVMC Chapter 20.10, or the Uniform Standard Drawings,

as adopted by the City.

(2) Major Amendment. Any amendment which does not qualify as a Minor Amendment shall be deemed to be considered a Major Amendment and shall be processed in the same manner as a new Site Development Plan application.

SECTION 20: Title 19, Chapter 18, Section 50, Subsection (J), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended as follows:

(J) Expiration. A Site Development Plan which is not exercised within the approval period shall be void, unless an extension of time is granted upon a showing of good cause. An extension of time may be granted only if application therefor is made prior to the expiration of the approval period. For purposes of this Subsection (J):

(1) The "approval period" for a Site Development Plan is the time period specified in the approval, if one is specified, and is two years, otherwise.

(2) A Site Development Plan is exercised upon the issuance of a building permit for the principal structure on the site[.] or, in the case of a residential subdivision, upon the recordation of a final subdivision map.

SECTION 21: Title 19, Chapter 18, Section 60, Subsection (B), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(B) Authority. Except as otherwise provided in this Subsection (B), [The City Council, upon recommendation by] the Planning Commission[,] shall have the authority to approve, approve with conditions, or deny an application for a Special Use Permit[.], and the decision of the Planning Commission is final. If the decision of the Planning Commission is appealed or forwarded to the City Council in accordance with this Section 19.18.060, the City Council may affirm, modify or reverse the decision of the Planning Commission. The decision of the City Council is final for purposes of judicial review.

SECTION 22: Title 19, Chapter 18, Section 60, Subsection (G), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(G) Planning Commission Public Hearing and Action.

(1) Hearing. The Planning Commission shall hold a public hearing on each application

for a Special Use Permit within sixty-five days after the application is properly filed.

(2) Notice.

(a) Notice Provided. Notice of the time, place and purpose of the hearing must be given at least ten days before the hearing by:

(i) Publishing the notice in a newspaper of general circulation within the City;

(ii) Mailing a copy of the notice to:

A. The applicant;

B. Each owner of real property located within a minimum of one thousand feet of the property described in the application, or in the case of an application to authorize the sale of alcoholic beverages, a minimum of one thousand five hundred feet;

C. Each tenant of any mobile home park that is located within one thousand feet of the property described in the application, or in the case of an application to authorize the sale of alcoholic beverages, a minimum of one thousand five hundred feet;

D. The owner of each of the thirty separately-owned parcels nearest to the property described in the application to the extent this notice does not duplicate the notice otherwise required by this Paragraph (2);

E. Any advisory board which has been established for the affected area by the City Council; and

F. The president or head of any registered local neighborhood organization whose organization boundaries are located within a minimum of one mile of the property described in the application.

(b) Names Provided. The Department [of Planning and Development] shall provide, at the request of the applicant, the [name, address and phone number] <u>name and address</u> of any person notified pursuant to Subparagraph (F) above.

(c) Additional Notice. The Department may give additional notice of the hearing by expanding the area of notification or using other means of notification or both. The Department shall endeavor to provide any additional notice at least ten days before the date of the hearing.

(d) Signs. Notification signs shall be posted in conformance with 19.18.010(D) and NRS Chapter 278.

(3) Hearing. The Planning Commission shall conduct a public hearing on the application. In its discretion and for good cause, the Planning Commission may hold the application in abeyance for further study. However, subject to the provisions of State law, the Commission may not grant to an applicant more than two continuances on the same matter, unless the Commission determines, upon good cause shown, that the granting of additional continuances is warranted. Following the hearing or hearings, the Planning Commission shall [make its recommendation to] approve, approve with conditions, or deny the application for a Special Use Permit. The [recommendation] decision shall be based upon the recommendation of City departments and other evidence that makes the grant or denial of the Special Use Permit appropriate[.] under Subsection (L) of this Section.

(4) Conditions of Approval. [Recommendation.] In [recommending] connection with the approval of a Special Use Permit, the Planning Commission may impose any conditions, restrictions or limitations as the Commission may determine to be necessary to meet to the general purpose and intent of this Title and to ensure that the public health, safety and welfare are being maintained.

(5) Notice of Planning Commission Decision. [Written notice of the Planning Commission's decision shall be provided to the applicant, agent, or both.] The Planning Commission shall provide written notice of its decision, which shall include the reasons for the decision, and if the decision is to approve the Special Use Permit, any modifications, conditions or limitations that the Planning Commission may impose. The notice shall be provided to the owner, developer or agent. A copy of the notice shall also be filed with the City Clerk, and the date of the notice shall be deemed to be the date notice of the decision is filed with the City Clerk.

SECTION 23: Title 19, Chapter 18, Section 60, Subsection (J), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(J) Appeals and City Council Review.

[(1) Appeal of Denial. A decision by the Planning Commission to deny a Special Use Permit application becomes final and effective at the expiration of ten days after the date of the decision unless, within that period, the applicant appeals the decision by written request filed with the

City Clerk. The City Council may establish a fee for the filing of an appeal, and the amount of any fee so established shall be as set forth in the Fee Schedule.

(2) Final Action by City Council Concerning Approval. A decision by the Planning Commission to approve a Special Use Permit application constitutes a recommendation to the City Council. The City Council shall make the final decision concerning the application.]

(1) Appeals and Requests for Review. Except as otherwise provided in Paragraph (2) below, a decision by the Planning Commission becomes final and effective at the expiration of ten days after the date of the decision unless, within that period, a written appeal or written request to review is filed in the office of the City Clerk. An appeal may be filed by the applicant and, with respect to an approval, by any property owner within the area of notification for the Planning Commission hearing, as well as by anyone who appeared, either in person, through an authorized representative or in writing, before the Planning Commission regarding the application. Pursuant to LVMC 19.18.010(C), the City Council may establish one or more fees to be paid in connection with the filing of an appeal under this Subparagraph (f), and the amount of any fee so established shall be as set forth in the Fee Schedule. A request to review may be filed by a member of the City Council.

(2) Applications Automatically Forwarded to City Council. Special Use Permit applications of the following types, whether approved or denied by the Planning Commission, shall be forwarded automatically to the City Council for final decision:

(a) A Special Use Permit application that is required to be heard by the City Council by virtue of prior Council action;

(b) A Special Use Permit application that is related to and was filed in connection with an application for any of the following:

(i) A General Plan Amendment;

(ii) A Rezoning; or

(iii) A Site Development Plan Review that, pursuant to Section 19.18.050(G), requires final action by the City Council.

SECTION 24: Title 19, Chapter 18, Section 60, Subsection (K), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(K) City Council Public Hearing.

(1) Notice and Hearing. The City Council shall conduct a public hearing on all Special Use Permit applications which are appealed or are forwarded to the Council for final action. The City Clerk is authorized to consolidate all appeals or requests for review that have been filed regarding a particular application, or to schedule them in sequence or otherwise, in which case the City Council may hear the items separately or consolidate them for purposes of hearing, as the Council deems appropriate. The City Clerk shall mail written notice of the Council hearing, at least ten days before the hearing, to the property owners who were notified by mail of the Planning Commission hearing, or to the current owners of record in the case of properties whose ownership has changed in the interim.

(2) City Council Decision. [The City Council may approve, approve with conditions, or deny a Special Use Permit application. In so doing,] In considering whether to affirm, modify or reverse the decision of the Planning Commission, the City Council shall consider the [recommendation] decision of the Planning Commission and the evidence presented at the public hearing, and shall be guided by the statement of purpose underlying the regulation of the improvement of land expressed in NRS 278.020. Action by the City Council is final for purposes of judicial review. In the case of an appeal, the City Council:

(a) May not grant to an aggrieved person more than two continuances on the same matter, unless the Council determines, upon good cause shown, that the granting of additional continuances is warranted; and

(b) Must render its decision within forty-five days, unless otherwise agreed to by the person filing the appeal.

(3) Notice of City Council Decision. The City Council shall provide written notice of its decision, which shall include the reasons for the decision, and if the decision is to approve the Special Use Permit, any modifications, conditions or limitations that the City Council may impose. The notice shall be provided to the owner, developer or agent. A copy of the notice shall also be filed with the City Clerk, and the date of the notice shall be deemed to be the date notice of the decision is filed with the City Clerk.

SECTION 25: Title 19, Chapter 18, Section 60, Subsection (M), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(M) Amendments to an Approved Special Use Permit. [A Special Use Permit is limited to the uses and structures which are shown on the approved site development plan and are consistent with any conditions of approval.] Any request to amend or modify an approved Special Use Permit shall be submitted to the Department. [of Planning and Development.] Upon receipt of such a request, the Director shall determine if the request constitutes a minor amendment or a major amendment. Minor amendments may be approved administratively. A major amendment requires approval by the Planning Commission or City Council, [after a recommendation by the Planning Commission.] whichever body took final action to approve the Special Use Permit. Minor and major amendments are categorized as follows:

[(1) Minor Amendments. A minor amendment includes a:

(a) Relocation or reorientation of buildings which does not alter the basic relationship to adjacent property;

(b) Minor adjustment in lot lines and/or easements;

(c) Minor rearrangement of internal access and circulation;

(d) Relocation or rearrangement of parking areas;

(e) Change in the approved square footage or density that does not represent an increase of more than ten percent; and

(f) Change in landscaping or building setbacks that does not represent a significant decrease.]

(1) Minor Amendment. An amendment qualifies as a minor amendment if it meets either of the following criteria and does not require the waiver of any minimum Special Use Permit requirement or the increase or expansion of such a waiver that was allowed previously:

(a) A reduction or expansion of the use allowed by the Special Use Permit that represents less than fifty percent of the square footage of the original approval.

(b) A relocation of the use on the same legal parcel as the original approval where any reduction or expansion of the use qualifies under Subparagraph (a) above.

(2) Major Amendment. A major amendment includes any change which does not qualify as a minor amendment.

SECTION 26: Title 19, Chapter 18, Section 60, Subsection (O), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(O) Revocation.

(1) Notice. [The City Council may hold a hearing to revoke or modify a Special Use Permit. At least ten days prior to any hearing, written notice of the hearing shall be delivered to the owner, developer, or both.] A Special Use Permit may be revoked or modified by the Planning Commission or the City Council, whichever body took final action to approve the Special Use Permit. Such action must be preceded by a hearing, written notice of which must be delivered to the owner, developer, or both, at least ten days before the hearing. Notice may be delivered in person or by certified mail, return receipt requested, mailed to the address shown in the records of the Clark County Assessor.

(2) Findings. A Special Use Permit may be revoked or modified for cause, including a finding of one or more of the following:

(a) That the Special Use Permit was obtained by misrepresentation or fraud;

(b) That conditions have changed and the use or development is no longer compatible with surrounding land uses or the General Plan;

(c) That the use or development is not in compliance with one or more of the conditions of approval; and

(d) That the use permitted by the Special Use Permit is in violation of any statute, ordinance, law or regulation.

(3) Notice of Decision. Written notice of [the] a decision regarding the revocation or modification of a Special Use Permit shall be provided to the owner, developer or agent.

(4) Appeal. In the case of a decision by the Planning Commission to revoke or modify a Special Use Permit that was approved as final action by the Commission, the appeal provisions of Subsections (J) and (K) of this Section shall apply.

SECTION 27: Title 19, Chapter 18, Section 60, Subsection (P), of the Municipal Code

of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(P) Termination.

(1) Expiration for Failure to Exercise.

(a) A Special Use Permit which cannot be exercised except upon construction of a new building, and which is not exercised within the approval period shall be void, unless the [City Council grants] applicant obtains an extension of time upon a showing of good cause. Application for an extension shall be made to the Planning Commission or City Council, whichever body took final action to approve the Special Use Permit. An extension of time may be granted only if application therefor is made prior to the expiration of the approval period. For purposes of this Subparagraph (a):

(i) The "approval period" for a Special Use Permit is the time period specified in the approval, if one is specified, and is two years, otherwise.

(ii) A Special Use Permit is exercised upon the issuance of a building permit for the new construction.

(b) A Special Use Permit which does not require the construction of a new building in order to be exercised, and which is not exercised within the approval period shall be void, unless the [City Council grants] applicant obtains an extension of time upon a showing of good cause. Application for an extension shall be made to the Planning Commission or City Council, whichever body took final action to approve the Special Use Permit. An extension of time may be granted only if application therefor is made prior to the expiration of the approval period. For purposes of this Subparagraph (b):

(i) The "approval period" for a Special Use Permit is the time period specified in the approval, if one is specified, and is [one year,] two years, otherwise.

(ii) A Special Use Permit is exercised upon approval of a business license to conduct the activity, if one is required, or otherwise, upon the issuance of a [certificate of occupancy] no-work certificate of occupancy (where no structural work is required) or the approval of a final inspection[.] for tenant improvements.

(2) Cessation of Use. A Special Use Permit shall be void without further action if:

(a) The Special Use Permit was issued for alcoholic beverage use and such use ceases for one hundred and eighty days or more, or twenty-four months or more if the building in which the use was being conducted has been damaged or partially destroyed by fire, flood, wind, another calamity or an act of God; or

(b) The Special Use Permit was issued for a use other than alcoholic beverage use and such use ceases for twelve months or more, or twenty-four months or more if the building in which the use was being conducted has been damaged or partially destroyed by fire, flood, wind, another calamity or an act of God.

SECTION 28: Title 19, Chapter 18, Section 70, Subsection (J), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(J) Appeals.

(1) Denials Generally. Except as otherwise provided in Paragraph (3), a decision by the Planning Commission to deny a Variance application becomes final and effective at the expiration of ten days after the date of the decision unless, within that period, the applicant appeals the decision by written request filed with the City Clerk. [The] Pursuant to LVMC 19.18.010(C), the City Council may establish a fee [for] to be paid in connection with the filing of an appeal, and the amount of any fee so established shall be as set forth in the Fee Schedule.

(2) Approvals Generally. Except as otherwise provided in Paragraph (3), a decision by the Planning Commission to approve a Variance application becomes final and effective at the expiration of ten days after the date of the decision unless, within that period, a member of the City Council requests that the item be [forwarded to] reviewed by the Council, or an aggrieved person appeals the decision by written request filed with the City Clerk. [The] For purposes of this Paragraph (2), an "aggrieved person" means any property owner within the area of notification for the Planning Commission hearing, as well as anyone who appeared, either in person, through an authorized representative or in writing, before the Planning Commission regarding the application. Pursuant to LVMC 19.18.010(C), the City Council may establish a fee [for] to be paid in connection with the filing of an appeal, and the amount of any fee so established shall be as set forth in the Fee Schedule.

[(3) Automatic Review by City Council. In each of the following cases, the decision by the

Planning Commission on a Variance application constitutes a recommendation to the City Council, and the City Council shall make the final decision concerning the application:

(a) A Variance application that has been approved by the Planning Commission regarding a reduction in required parking or regarding an existing structure; or

(b) A Variance application, whether approved or denied by the Planning Commission, that is related to and was filed in connection with an application for a General Plan Amendment, an application for rezoning, or an application for Site Development Plan Review that requires final action by the City Council.]

(3) Automatic Review by City Council. With respect to any Variance application related to and filed in connection with an application for a General Plan Amendment; an application for rezoning; or an application for a Special Use Permit or Site Development Plan Review that requires final action by the City Council, the decision by the Planning Commission, whether an approval or denial, constitutes a recommendation to the City Council, which shall make the final decision concerning that Variance application.

SECTION 29: Title 19, Chapter 18, Section 70, Subsection (O), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(O) Termination.

(1) Expiration for Failure to Exercise.

(a) A Variance which will require the construction of a new building and which is not exercised within [two years after approval] the approval period shall be void, unless the applicant obtains an extension of time upon a showing of good cause. Application for an extension shall be made to the Planning Commission or City Council, whichever body took final action to approve the Variance. An extension of time may be granted only if application therefor is made prior to the expiration of the [two-year] approval period. For purposes of this Subparagraph (a):

(i) The "approval period" for a Variance is the time period specified in the approval, if one is specified, and is two years, otherwise.

(ii) [, a] A Variance is exercised upon the issuance of a building permit for the new construction.

(b) A Variance which will not require the construction of a new building and which is not exercised within [one year after approval] the approval period shall be void, unless the applicant obtains an extension of time upon a showing of good cause. Application for an extension shall be made to the Planning Commission or City Council, whichever body took final action to approve the Variance. An extension of time may be granted only if application therefor is made prior to the expiration of the [one-year] approval period. For purposes of this Subparagraph (b), a Variance is exercised upon the approval of a business license to conduct the activity, if one is required, or otherwise, upon the issuance of a [certificate of occupancy] no-work certificate of occupancy (where no structural work is required) or the approval of a final inspection[.] for tenant improvements.

(2) Cessation of Use. A Variance to allow a use that is not permitted in a particular zone shall be void without further action if the use approved by the Variance ceases for a period of twelve months or more.

SECTION 30: Title 19, Chapter 18, Section 80, Subsection (A), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(A) Purpose. The purpose of this Section is to establish a procedure (entitled an Administrative Deviation) to allow for minor adjustments of specific requirements of [the Title 19] this Title where, because of special and unique conditions applicable to a specific lot or structure, the literal enforcement of the requirements as applied to the lot or structure would result in an unnecessary hardship. The Administrative Deviation procedure is available as an alternative to the Variance procedure, to be pursued at the option of the applicant. If an application for Administrative Deviation is denied, the Variance procedure must be followed in order for the applicant to obtain the relief sought.

SECTION 31: Title 19, Chapter 18, Section 80, Subsection (B), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(B) Authority. The Director [of the Department of Planning and Development] shall have the authority to grant an Administrative Deviation, in accordance with the provisions of this Section, to allow a [minor deviation on residential lots] deviation of up to ten percent regarding the following:

(1) Front, rear and side yard building setbacks; [(for developed single-family lots only);]

(2) [Block wall heights; and] Wall heights;

(3) Accessory structure setbacks and heights[.];

(4) Planting areas and materials; and

(5) Loading and stacking spaces.

SECTION 32: Title 19, Chapter 18, Section 80, Subsection (C), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(C) Eligibility to Apply.

(1) No application for an Administrative Deviation regarding a building setback may be submitted unless:

(a) In the case of a required side or rear setback of ten feet or less, the requested deviation will not exceed ten percent of the required setback, and construction within the reduced setback will not extend more than fifteen feet parallel to the property line from which the setback is measured;

(b) In the case of required side or rear yard setback of greater than ten feet or a required front yard setback of greater than ten feet (exclusive of front-loading garages), the requested deviation will not exceed ten percent of the required setback, and construction within the reduced setback will not extend more than fifteen feet parallel to the property line from which the setback is measured; and

(c) The requested deviation is for a structure that will not exceed the greater of one story or fifteen feet in height[; and

(d) The applicant submits signatures representing ownership of all abutting properties indicating no objection to the requested deviation.]

(2) No application for an Administrative Deviation may be submitted regarding the height of an accessory structure unless[:

(a) The] the requested height does not exceed one and two-tenths times the height of the main dwelling and does not exceed the allowable building height for the zoning district in which the property is located.[; and

(b) The applicant submits signatures representing the ownership of all abutting properties indicating no objection to the requested deviation, or the ownership of all properties within one hundred feet of the subject property, whichever would require the most signatures.

(3) For purposes of this Subsection (C), the term "abutting" means sharing any property line with the parcel for which the deviation is sought, or which would share a property line but for an intervening right-of-way. In the case of deviations for setbacks or block walls, the Director shall have the authority to waive the signature requirement regarding properties which are deemed not to be adversely affected.]

SECTION 33: Title 19, Chapter 18, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 150, reading as follows:

19.18.150: Required Reviews

(A) Purpose. The Planning Commission and City Council are authorized by the provisions of this Title to impose conditions in connection with their approval of applications under this Title. From time to time, such conditions of approval include a condition requiring that the application so approved (the "approved item") be brought back for review, either an administrative review or a review by the approving body. The purpose of the Required Review process described in this Section is to provide the mechanism by which approved items may be reviewed for compliance with the provisions of this Title and with conditions that were imposed in connection with the approval.

(B) Application. An application for a Required Review shall be filed with the Department on a form to be provided by the Department. The application shall be signed and acknowledged by the owner of record of the property for which the Required Review is sought, and shall be notarized as to the owner's signature. In the absence of a voluntary application, the Department may process the Required Review on its own initiative.

(C) Types of Required Review. Where the type of review required by a condition of approval was an administrative review, the Required Review shall be performed by the Director. Where the type of review required by a condition of approval was not an administrative review, the provisions of Subsections (D) through (F) of this Section shall apply.

(D) Hearing. An application or agenda item for a Required Review shall be heard by the Planning Commission or City Council, depending on which body took final action to approve the items subject to a Required Review. Notice of the time, place and purpose of the hearing must be given at least ten days before the hearing by:

(1) Publishing the notice in a newspaper of general circulation within the City; and

(2) Mailing a copy of the notice to;

(a) The applicant, if any, or otherwise to the property owner, operator of the use, or other representative;

(b) Each owner of real property located within a minimum of one thousand feet of the property described in the application;

(c) The president or head of any registered local neighborhood organization whose organization boundaries are located within the minimum of one mile of the property described in the application; and

(d) The owner of each of the thirty separately-owned parcels nearest to the property described in the application to the extent that this notice does not duplicate the notice otherwise required by this Paragraph (2).

(E) Decision. The Planning Commission or City Council, as the case may be, may take such action as it deems appropriate regarding the application, including without limitation:

(1) Allowing the previous approval to continue subject to further review;

(2) Allowing the previous approval to continue without further review;

(3) Allowing the previous approval to continue subject to a different scope, or subject to conditions other than any previously imposed; or

(4) Revoking or otherwise terminating the previous approval, but only if notice of the potential to take such action is provided at least fourteen days in advance of the hearing to:

(a) The applicant (if any) or to the applicant's agent; or

(b) Otherwise, to the property owner or operator of the use (or an agent).

(F) Notice of Decision. Written notice of the decision by the Planning Commission or City Council, as the case may be, including the reasons therefor, shall be provided to the applicant, if any,

or the applicant's agent, or otherwise to the property owner, the operator of the use, or an agent therof. A copy of the notice shall also be filed with the City Clerk, and the date of the notice shall be deemed to be the date notice of the decision is filed with the City Clerk.

SECTION 34: Title 19, Chapter 20, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the definition of the term "Department" to read as follows:

"Department" means the [Department of Planning and Development of the City of Las Vegas.] City's Planning and Development Department.

SECTION 35: For purposes of Section 2.100(3) of the City Charter, LVMC 19.00.070, 19.06.050, 19.18.010, 19.18.030, 19.18.040, 19.18.050, 19.18.060, 19.18.070, 19.18.080 and 19.20.020 are deemed to be subchapters rather than sections.

SECTION 36: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

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SECTION 37: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2010.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 4-21-10
_____
Date

City of Las Vegas Agenda Item No.: **51.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

Bill No. 2010-21 - Updates the hearing procedures of the Municipal Code relating to parking infractions. Proposed by: Bradford R. Jerbic, City Attorney

Fiscal Impact

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

PURPOSE/BACKGROUND:
Under applicable City ordinances, parking citations may be contested by means of a hearing officer process. For those who don't choose that process, another potential means of contesting a citation has been to appear in response to a civil complaint filed by the City in Municipal Court. The Municipal Court process has not proved workable, so this bill establishes the hearing officer process as the exclusive means of contesting a citation.

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. 2010-21
2. Business Impact Statement

BILL NO. 2010-21

ORDINANCE NO. _____

AN ORDINANCE TO UPDATE THE HEARING PROCEDURES OF THE MUNICIPAL CODE RELATING TO PARKING INFRACTIONS, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Bradford R. Jerbic, City Attorney

Summary: Updates the hearing procedures of the Municipal Code relating to parking infractions.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 11, Chapter 10, Section 80, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

11.10.080: (A) [A person who responds to a Notice of Infraction] The owner or operator of a vehicle concerning which a Notice of Infraction has been issued and served in accordance with this Chapter must:

(1) "Admit" responsibility for the commission of the infraction and liability for the penalty imposed and pay the appropriate civil fine and penalty;

(2) Contact the Director of Finance and Business Services, or his authorized designee, "admit" responsibility and liability for the commission of the infraction and any penalties thereon and arrange a schedule for the payment of such fines and penalties; or

(3) [Accept responsibility as the owner and/or operator of the vehicle while reserving the right] Request a binding hearing, as provided for in Subsections (B) to (J), inclusive, of this Section in order to disclaim responsibility as the owner or operator, or to dispute the propriety of the issuance of the Notice of Infraction and any penalties [thereon and agree to a binding hearing in the nature of an arbitration or alternative dispute resolution as provided in Subsections (B) through (J), inclusive of this Section; or] related thereto.

[(4) Await the filing and receipt of a civil Complaint and Summons (or Affidavit of Complaint and Order) in accordance with Section 11.10.100 through Section 11.10.120, inclusive and appear as summonsed to defend against such civil Complaint (or Affidavit of Complaint) or be subject to the entry of a default judgment at the time of such failure to appear as

summonsed (or ordered) and upon proof of service of the Complaint and Summons (or Affidavit of Complaint and Order) as provided in Section 11.10.110.]

(B) [Unless the City has sought judicial enforcement of the Notice of Infraction pursuant to Section 11.10.100, a] A person may initiate a hearing pursuant to Paragraph (3) of Subsection (A) of this Section by personally contacting the Director of Finance and Business Services, or his designee, identifying his/her name, current address and the Notice(s) of Infraction(s) and penalties thereon which such person wishes to subject to such hearing and receiving a date for such hearing. Any person initiating such a hearing in this manner [thereby stipulates to] (the "defendant") shall be bound by the decision of the Hearing Officer concerning liability for the infraction(s) and responsibility for the penalties thereon. [and shall acknowledge the same in writing. Any person] If any defendant scheduling a hearing before the Hearing Officer [thereby further stipulates that in the event of his or her failure] fails to appear at such hearing without having first sought and obtained a continuance of such hearing, the Hearing Officer may enter a decision against the defendant for the full amount of fines and penalties scheduled to be reviewed. [and shall acknowledge the same in writing. The acknowledgment provided for herein] In connection with the request for a hearing, the defendant must acknowledge the binding nature of the hearing and the Hearing Officer's authority in the event the defendant fails to appear at a hearing. The acknowledgment shall be in substantially the following form:

I _____, hereby request a binding hearing [in the nature of arbitration or alternative dispute resolution] before the Hearing Officer. My address is _____. I request that this hearing involve Notice(s) of Infraction(s) Number _____. I understand that the Hearing Officer is an attorney and not an elected or appointed judge.

I understand that I am [agreeing to be] bound by the decision of the Hearing Officer. I understand that if I fail to appear for the scheduled hearing before the Hearing Officer without first obtaining a continuance of such hearing, the Hearing Officer [can and will] may enter a decision against me for the full amount and penalties scheduled to be reviewed. I understand and agree that if necessary due to my lack of timely payment, the City of Las Vegas

can and will use this binding decision to have a formal civil judgment entered against me in the Las Vegas Municipal Court.

I understand that if a civil judgment is obtained, the City may seek and obtain a writ of execution against me. I understand that if a writ of execution is obtained, my wages and/or bank accounts may be garnished, liens may be put on my property and my vehicle(s) may be towed or immobilized. I also understand that my vehicle(s) may be immobilized without a writ of execution if:

1. I accumulate more than $500.00 in unpaid civil fines, judgments and penalties for parking violations, or

2. At least five Notices of Infraction have been issued and served with respect to vehicles I own and have not been responded to within the time set forth in LVMC 11.10.090.

Knowing all of the above, I still wish to request a binding hearing before the Hearing Officer on the above-described Notice(s) of Infraction(s). I hereby acknowledge the above and further acknowledge that at my request a hearing has been set for _____, 20_____ at the hour of _____ m.

_____
Defendant

(C) Any hearing conducted pursuant to Subsection (A), Paragraph (3) and Subsection (B) of this Section shall be presided over by a Hearing Officer who shall be an attorney licensed to practice law in the State of Nevada.

(D) With respect to any hearing conducted pursuant to Subsection (A), Paragraph (3) and Subsection (B) of this Section, a properly filed Notice of Infraction shall constitute a claim of liability and a claim for relief and no other such claim shall be required. Prima facie proof of the violation alleged shall be established by the City providing the Hearing Officer with either a certified copy of the Notice of Infraction or the data stored in a computer or other device as described in Subsection (B) of Section 11.10.030. [, Subsection (B) of this Chapter.] No formal appearance by the City Attorney's office is required. The hearings and dispositions of all such actions shall be informal, with the Hearing Officer receiving witness statements or testimony and other evidence for the sole

purpose of dispensing fair and speedy justice between the parties.

(E) The burden of proving any defense shall be upon the person raising such defense.

(F) If the Hearing Officer finds that the infraction did not occur or that an infraction was committed, but one or more of the defenses set forth below is applicable, the Hearing Officer shall enter his decision for the defendant. Such a decision shall release the registered owner and/or operator from all liability thereunder. Such defenses include, but are not limited to:

(1) At the time of the receipt of the notice, possession of the subject vehicle had been acquired by another in violation of the laws of the State of Nevada;

(2) If the notice alleges a violation of any ordinance pertaining to a meter, such meter was mechanically malfunctioning to the extent that its reliability was questionable;

(3) Compliance with the subject ordinances would have presented an imminent danger to persons or property;

(4) The area of the alleged violation was so inadequately marked or lit as to fail to give sufficient notice that access to the area was restricted or prohibited;

(5) A mechanical malfunction of the vehicle caused it to be parked in the area alleged and it was removed as soon as could be reasonably expected thereafter;

(6) At the time of the issuance of the Notice of Infraction, the vehicle was parked consistent with public safety, by a physically handicapped person, a disabled veteran or a person transporting a physically handicapped person or disabled veteran in compliance with NRS 484.407.

(G) Except as provided in Subsection (H) of this Section, the defendant shall pay the total civil fines and penalties forthwith or at such times and on such conditions as the Hearing Officer shall prescribe if it is found that the person has either failed to appear or otherwise defend against the issuance of the infraction as agreed or that the infraction has been committed and no applicable defense exists. It is the defendant's burden to establish by a preponderance of the evidence that, through no fault of himself or his agent, he failed to receive notice of the issuance of the Notice of Infraction as provided in this Chapter. If the defendant meets this burden, he is not liable for any

civil penalties which would otherwise apply and such penalties shall not be included in any decision against the defendant.

(H) Upon request and proper proof, the Hearing Officer may reduce his decision concerning liability by up to twenty-five percent of the original amount found due in consideration of the timely payment of the prior balance if satisfied by the defendant that a preponderance of the evidence shows that the defendant has become indigent and will be unable to pay the balance.

(I) Upon reaching a decision, the Hearing Officer shall as soon as practicable thereafter, file a written decision substantially conforming to the following form:

City of Las Vegas, Clark County, Nevada, City of Las Vegas, Plaintiff v. _____, Defendant. Before, _____, Hearing Officer for the City of Las Vegas, Clark County, Nevada, decision is entered in favor of _____, (plaintiff or defendant) for $_____ (enter $0.00 if judgment is for the defendant), on the _____ day of _____, 20_____. I certify that the foregoing is a correct reflection of the decision entered in the action properly brought for my consideration pursuant to [Title 11, Chapter 10, Section 080 of the Las Vegas Municipal Code.] Section 11.10.080.

_____
Hearing Officer

(J) [Based upon the defendant's stipulation to be bound by the decision of the Hearing Officer, the] The City Attorney may petition the Las Vegas Municipal Court for the entry of a civil judgment against the defendant in an amount equal to that stated in the written decision of the Hearing Officer if the City Attorney determines this action to be necessary to enforce such decision. Service of such petition on the defendant must be made by certified mail, return receipt requested, restricted delivery, addressed to the registered owner of the vehicle at his last known address, as indicated by the vehicle registration which is maintained by the Nevada Department of Motor Vehicles or in any other manner which is authorized by law. An affidavit or declaration of mailing, a signed, returned receipt, or other evidence of service shall be filed upon such service of the petition. Once a petition for civil judgment pursuant to this Subsection (J) has been filed with the Municipal Court, the assigned judge has jurisdiction to grant or deny the relief prayed for therein.

SECTION 2: Title 11, Chapter 10, Section 90, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

11.10.090: (A) A response to a Notice of Infraction, as provided in [Subsection (A) or Subsection (B) of] Section 11.10.080, must be made within thirty calendar days after the date on which the Notice of Infraction is served. If no response is received during such thirty-day period, an additional civil penalty which is equal to the amount of the original civil fine must be assessed.

(B) After the expiration of the thirty-day response period, the Director of Finance and Business Services, or his authorized designee must send a Notice of Delinquency by mail to the registered owner of the vehicle at the registered owner's last known address, as indicated by the vehicle registration which is maintained by the Nevada Department of Motor Vehicles. The Notice of Delinquency must contain the date of the infraction, the amount of the civil fine and the amount of any penalty which is associated therewith. The registered owner has fifteen calendar days after the date of the Notice of Delinquency in which to respond thereto in the manner which is provided in [Subsection (A) or Subsection (B) of] Section 11.10.080. If no response is made to the Notice of Delinquency within such additional fifteen-day period, a civil penalty must be assessed equal to two times the original civil fine amount, in addition to the original civil fine.

(C) If a person fails to respond to a Notice of Infraction or a Notice of Delinquency in accordance with this Chapter, the City is entitled to collect the amount of any fines and penalties by means of any remedy available under applicable law, including without limitation filing a notice of nonpayment with the Nevada Department of Motor Vehicles and referring the matter to a collection agency.

SECTION 3: Title 11, Chapter 10, Sections 100, 110 and 120, of the Municipal Code of the City of Las Vegas, Nevada, are hereby repealed in their entirety.

SECTION 4: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision,

paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 5: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2010.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

ValSteed 4-21-10
Date

BUSINESS IMPACT STATEMENT
BILL NO. 2010-21
(Updates the hearing procedures of the Municipal Code relating to parking infractions)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2010-21, that will update the hearing procedures of the Municipal Code relating to parking infractions.

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.

No businesses identified

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

Beneficial effects:

None identified

Direct effects:

None identified

Indirect effects:

None identified

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 identified

City of Las Vegas Agenda Item No.: **52.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
NEW BILL:

Bill No. 2010-22 – Updates the City's zoning and licensing regulations that apply to community residences (commonly referred to as group homes) and similar uses. Proposed by: Bradford R. Jerbic, City Attorney

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will update the City's zoning and licensing regulations that apply to community residences (commonly referred to as group homes) and similar uses. The bill is based on a Clark County ordinance, adopted in 2008 to settle fair housing litigation invalidating certain provisions of State law on the subject. This bill represents the culmination of the work of a task force over an extended period of time and is intended to address the various competing interests in a comprehensive fashion that is consistent with Federal statutes and regulations, as well as applicable case law.

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. 2010-22
2. Business Impact Statement

BILL NO. 2010-22

ORDINANCE NO. _____

AN ORDINANCE TO UPDATE THE CITY'S ZONING AND LICENSING REGULATIONS THAT APPLY TO COMMUNITY RESIDENCES (COMMONLY REFERRED TO AS GROUP HOMES) AND SIMILAR USES, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Bradford R. Jerbic, City Attorney

Summary: Updates the City's zoning and licensing regulations that apply to community residences (commonly referred to as group homes) and similar uses.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Table 2 of the Land Use Tables adopted in Title 19, Chapter 4, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by deleting from the "Residential and Lodging" element thereof the entries for the uses "Group Residential Care Facility," "Individual Residential Care Facility" and "Halfway House for Recovering Alcohol and Drug Abusers."

SECTION 2: Table 2 of the Land Use Tables adopted in Title 19, Chapter 4, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the description of the use "Convalescent Care Facility/Nursing Home," as found in the "Institutional and Community Service" element thereof, to read as follows:

Description:

A building or structure designed, used, or intended to be used to house and provide care for persons who have a chronic physical or mental illness or infirmity, but who do not need medical, surgical or other specialized treatment normally provided by a hospital. This use includes a "rest home" and "nursing home," <u>as well as a use that would qualify as a Community Residence except for the limitation on the number of residents,</u> but does not include an "assisted living apartment," "hospital" or other medical facility that is specifically defined in Chapter 19.20.

SECTION 3: Table 2 of the Land Use Tables adopted in Title 19, Chapter 4, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the description of the use "Facility for Transitional Living for Released Offenders," as

found in the "Institutional and Community Service" element thereof, to read as follows:

Description:

A dwelling unit of a residential character that provides housing and a living environment for up to 6 persons who have been released from prison and who require assistance with reintegration into the community, other than such a residence that is operated or maintained by a state or local government or an agency thereof. The use does not include a [halfway house for recovering alcohol and drug abusers or a facility for the treatment of abuse of alcohol or drugs.] Transitional Community Residence or a Facility for the Treatment of Abuse of Alcohol or Drugs. As used in this description, "person who has been released from prison" means:

1. A parolee;

2. A person who is participating in:

a. A judicial program pursuant to NRS 209.4886 or 213.625; or

b. A correctional program pursuant to NRS 209.488 or 213.632;

3. A person who is supervised by the Division of Parole and Probation of the Department of Public Safety through residential confinement pursuant to NRS 213.371 to 213.410, inclusive; or

4. A person who, within the past 20 years, has been released from prison by expiration of his term of sentence.

SECTION 4: Table 2 of the Land Use Tables adopted in Title 19, Chapter 4, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the entry for the use "Facility for Transitional Living for Released Offenders," as found in the "Institutional and Community Service" element thereof, so that the Minimum Special Use Permit Requirements set forth therein read as follows:

*(1) The facility must comply on an ongoing basis with all governmental licensing requirements.

(2) The facility must be located on a parcel with a minimum size of 6500 square feet.

(3) The facility must be located on a parcel that is within 1500 feet of an existing bus stop served by a regional bus system.

(4) Off-street parking shall be provided on the basis of at least 1 space per 5 residents, plus an additional space for the administrator.

(5) Indoor common area shall be provided on the basis of a minimum of 15 square feet per resident.

(6) The facility shall not be established or modified in a manner that would make it inconsistent with the scale and architectural character of the neighborhood.

(7) No signage, graphics, display, or other visual representation that is visible from a public street shall be used to identify to facility as a Facility for Transitional Living for Released Offenders.

(8) A facility may not be located closer than 1500 feet (measured by means of the shortest distance from property line to property line) from another Facility for Transitional Living for Released Offenders, a [Halfway House for Recovering Alcohol and Drug Abusers, a Group Residential Care Facility,] Community Residence, church, synagogue, school, child care facility licensed for more than twelve children, or City park.

(9) The number of occupants within a Facility for Transitional Living for Released Offenders shall not exceed the following occupancy standards:

(a) For the first bedroom (deemed to be the largest bedroom), a maximum of 2 adults (18 years of age or older).

(b) For each bedroom thereafter:

(i) A maximum of 1 adult, for bedrooms less than 100 square feet in area; and

(ii) A maximum of 2 adults, for bedrooms 100 square feet in area or greater.

SECTION 5: Table 2 of the Land Use Tables adopted in Title 19, Chapter 4, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding to the "Residential and Lodging" element thereof an entry for the use "Community Residence (including Family Community Residence and Transitional Community Residence)," reading as follows:

USE: Community Residence (including Family Community Residence and Transitional Community Residence)																				
RESIDENTIAL												**COMMERCIAL**						**INDUSTRIAL**		
U	R-A	R-E	R-D	R-1	R-CL	R-2	R-3	R-4	R-5	R-MH	R-MHP	P-R	N-S	O	C-D	C-1	C-2	C-PB	C-M	M
C	C	C	C	C	C	C	C	C	C	C	C			C		C	C			
Description: A residential family-like living arrangement for 5 to 10 unrelated individuals with disabilities who are in need of the mutual support																				

furnished by other residents, as well as the support services, if any, provided by the operator of the Community Residence. Residents may be self-governing or supervised by a sponsoring entity or its staff which furnishes habilitative or rehabilitative services related to the needs of the residents. Interrelationships among residents are an essential component of a Community Residence. A Community Residence shall be considered a residential use of property for purposes of all zoning and building codes. However, the Fire Marshal, pursuant to and consistent with the City's Fire Code, may require enhanced fire protection, including the installation of fire sprinklers and other mitigating measures, where one or more residents has a lessened ability to ambulate adequately. The use includes a Family Community Residence and a Transitional Community Residence, but does not include any of the following:

1. Senior Citizen Apartment;
2. Adult Day Care Center;
3. Convalescent Care Facility/Nursing Home;
4. Facility for Transitional Living for Released Offenders;
5. Facility to Provide Testing, Treatment, or Counseling for Drug and Alcohol Abuse;
6. Hospice;
7. Sex Offender Counseling Facility;
8. Boarding House or Rooming House;
9. Any other group living arrangement for unrelated individuals who are not disabled; or
10. Any of the following, as defined by NRS Chapter 449:
    a. Facilities for the Treatment of Drug and Alcohol Abuse;
    b. Modified Medical Detoxification Facilities;
    c. Transitional Living Facilities for Released Offenders;
    d. Facility for the Treatment of Narcotics; or
    e. Community Triage Center.

Conditional Use Regulations:

1. Except as otherwise provided in Regulations 2 and 3, a Community Residence may not be located closer than 660 feet to any other Community Residence (measured from property line to property line).
2. Where there is a street, freeway or drainage channel at least 100 feet wide between the proposed Community Residence and an existing Community Residence, the minimum separation requirement is reduced to 100 feet from property line to property line.
3. When the population of a proposed Community Residence is of such a nature that its location must be kept confidential for it to function successfully, such as a Community Residence for victims of domestic abuse, the minimum separation requirements set forth in Regulations 1 and 2 above shall not apply.
4. A maximum of 2 persons who function as facility operator or support staff may reside in a Community Residence without being counted toward the 10-resident limit established for that use. Resident operator/support staff in excess of 2 shall be counted toward the 10-person limit.
5. A Community Residence shall comply with all public health and safety requirements including all Building and Fire Code requirements for the dwelling type in question.
6. If Federal or State law or regulations require the proposed Community Residence to be licensed or certified, then the applicant must obtain that required license or certification before commencing operation of the Community Residence.
7. When located in an O, C-1 or C-2 Zoning District, a Community Residence may not be established unless it is part of a mixed-use development.
8. The operator of a Transitional Community Residence:
    a. Must require residents to be actively and continuously enrolled in an offsite support program, including without limitation Alcoholics Anonymous or an equivalent program, or a rehabilitation program such as one supervised by a medical professional or recognized treatment;
    b. Must prohibit the use of alcohol and illegal drugs by residents; and
    c. Upon request and with reasonable notice, must produce evidence satisfactory to the Director or the Code Enforcement Manager residents are in compliance with this Regulation.
9. Occupancy within a Community Residence shall not be made available to any individual whose tenancy would constitute a direct threat to the health and safety of individuals or would result in substantial physical damage to the property of others. The fact that a person is sentenced or referred to a Transitional Community Residence by a judge does not, without other evidence of a person's actual danger to other persons or property, establish that the person is a direct threat to the health and safety of others.
10. The Community Residence must be consistent with the scale and architectural character of the neighborhood.
11. The Special Use Permit provisions of LVMC 19.04.040(B) shall not apply to Regulations 5 through 10 above.
12. In the case of a Special Use Permit application that is filed as a consequence of not qualifying for conditional use treatment under Regulations 1 and 2 above, the application must be approved unless the Planning Commission or City Council determines that

one or more of the following conditions would occur: a. The building to be occupied as a Community Residence would be established or modified in a manner that would make it inconsistent with the scale and architectural character of the neighborhood; b. The proposed Community Residence, together with existing Community Residences, would alter the residential character of the neighborhood by creating an institutional atmosphere due to the concentration of Community Residences on a block or adjoining blocks; or c. The application or Community Residence does not or would not comply with Regulations 5 through 10 above.
On-site Parking Requirement: Two spaces per dwelling unit.

SECTION 6: Title 19, Chapter 4, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

19.04.020: (A) General. An accessory use or structure which is customarily incidental to the principal use or structure, and is located on the same lot or tract of land shall be permitted as an accessory use without being separately listed as a permitted use.

(B) Particular Accessory Uses. In any residential zoning district, each of the following uses shall be considered an accessory use to the extent described, without being separately listed in the Land Use Tables, provided in each case that the use is incidental to the property's use as a dwelling and does not alter the character of its use as a dwelling of the character permitted in the respective district:

(1) [The renting of rooms, providing of board, or both, for not more than three unrelated persons, where no care is provided;

(2)] Garage or yard sales, provided that:

(a) No property may be offered for sale which has not been owned and used by the occupant of the premises;

(b) No more than two garage or yard sales shall be conducted on the premises in any calendar year;

(c) No garage or yard sale shall be conducted for longer than three days duration;

(d) Garage or yard sales may be conducted during the daylight hours only; and

(e) All signage shall conform to the provisions of LVMC

19.14.040(E).

[(3)] (2) On a single-family residential lot, the parking of a motor vehicle that bears a sign advertising the vehicle for sale, provided that:

(a) The vehicle is:

(i) Owned by or registered to an owner or occupant of the property;

(ii) Parked on an improved parking surface; and

(iii) Not being sold in connection with an automobile sales business;

(b) The vehicle identification number is clearly visible from outside the vehicle, if the vehicle was manufactured to include a visible vehicle identification number;

(c) No more than one vehicle is parked on the lot for purposes of display and sale at any one time; and

(d) No more than two vehicles are parked on the lot for purposes of display and sale within a twelve month period.

(C) Unless otherwise permitted by this Title, any type of use listed in Subsection (B) that exceeds the limitations set forth for that use in Subsection (B) does not qualify as an accessory use and shall be deemed to be in violation of this Title.

SECTION 7: Title 19, Chapter 4, Section 40, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto two new subsections, designated as Subsections (C) and (D), reading as follows:

(C) Conditional Use Verification. Uses that are permitted conditionally pursuant to this Section are made subject to conditional use regulations, some of which are conditions that must be met before a use may commence and others that represent ongoing requirements or limitations. In order for the Department to verify compliance with applicable conditional use regulations, the Director may require the submission of documentation regarding such compliance. For uses concerning which the Director requires such documentation, the submission shall be in the form of a Conditional Use Verification provided by the Department. Within the time period for submission established by the Department,

the form must be signed, notarized and acknowledged, and filed with the Department. The form must be signed by the owner of record of the property for which the verification is sought; provided however, that such submission is also sufficient if it is signed and acknowledged by a lessee, a contract purchaser or an optionee of the property upon which such conditional use is maintained. However, interest in such property must exist in a written agreement with the owner of record attached to which is a copy of the submission and in which the owner of record has authorized the lessee, contract purchaser or optionee to sign the submission.

(D) Noncompliance. Whether or not the Director requires the submittal of a Conditional Use Verification under Subsection (C) of this Section, each person or entity maintaining, operating or permitting a conditional use must comply with all provisions of this Title. Failure to comply with this Section or with any other requirement of this Title pertaining to conditional uses shall be grounds for enforcement action pursuant to LVMC 19.00.070 against the person or entity that owns the property or the person or entity that operates the conditional use.

SECTION 8: Title 19, Chapter 20, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by deleting therefrom the definitions of the terms "Group Residential Care Facility," "Halfway House for Recovering Alcohol and Drug Abusers," "Handicap," and "Individual Residential Care Facility."

SECTION 9: Title 19, Chapter 20, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the definition of the term "Convalescent Care Facility/Nursing Home" to read as follows:

"Convalescent Care Facility/Nursing Home" means a building or structure designed, used, or intended to be used to house and provide care for persons who have a chronic physical or mental illness or infirmity, but who do not need medical, surgical or other specialized treatment normally provided by a hospital. The term includes a "rest home" and "nursing home," <u>as well as a use that would qualify as a Community Residence except for the limitation on the number of residents,</u> but does not include an "assisted living apartment," "hospital" or other medical facility that is specifically defined in this Chapter.

SECTION 10: Title 19, Chapter 20, Section 20, of the Municipal Code of the City of

Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the definition of the term "Facility for Transitional Living for Released Offenders" to read as follows:

"Facility for Transitional Living for Released Offenders" means a dwelling unit of a residential character that provides housing and a living environment for up to six persons who have been released from prison and who require assistance with reintegration into the community, other than such a residence that is operated or maintained by a state or local government or an agency thereof. The term does not include a [halfway house for recovering alcohol and drug abusers or a facility for the treatment of abuse of alcohol or drugs.] Transitional Community Residence or a Facility for the Treatment of Abuse of Alcohol or Drugs. As used in this definition, "person who has been released from prison" means:

(1) A parolee;

(2) A person who is participating in:

(a) A judicial program pursuant to NRS 209.4886 or 213.625; or

(b) A correctional program pursuant to NRS 209.488 or 213.632;

(3) A person who is supervised by the Division of Parole and Probation of the Department of Public Safety through residential confinement pursuant to NRS 213.371 to 213.410, inclusive; or

(4) A person who, within the past twenty years, has been released from prison by expiration of his term of sentence.

SECTION 11: Title 19, Chapter 20, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the definition of the term "Family" to read as follows:

"Family" means, [two or more persons customarily living together and occupying a dwelling unit.] with respect to the occupancy of a dwelling unit:

(1) One or more individuals related by blood, marriage, adoption, guardianship or legal custody; or

(2) No more than four unrelated individuals living together as a single housekeeping unit.

SECTION 12: Title 19, Chapter 20, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto the following terms, together

Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the definition of the term "Facility for Transitional Living for Released Offenders" to read as follows:

"Facility for Transitional Living for Released Offenders" means a dwelling unit of a residential character that provides housing and a living environment for up to six persons who have been released from prison and who require assistance with reintegration into the community, other than such a residence that is operated or maintained by a state or local government or an agency thereof. The term does not include a [halfway house for recovering alcohol and drug abusers or a facility for the treatment of abuse of alcohol or drugs.] Transitional Community Residence or a Facility for the Treatment of Abuse of Alcohol or Drugs. As used in this definition, "person who has been released from prison" means:

(1) A parolee;

(2) A person who is participating in:

(a) A judicial program pursuant to NRS 209.4886 or 213.625; or

(b) A correctional program pursuant to NRS 209.488 or 213.632;

(3) A person who is supervised by the Division of Parole and Probation of the Department of Public Safety through residential confinement pursuant to NRS 213.371 to 213.410, inclusive; or

(4) A person who, within the past twenty years, has been released from prison by expiration of his term of sentence.

SECTION 11: Title 19, Chapter 20, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the definition of the term "Family" to read as follows:

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(1) One or more individuals related by blood, marriage, adoption, guardianship or legal custody; or

(2) No more than four unrelated individuals living together as a single housekeeping unit.

SECTION 12: Title 19, Chapter 20, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto the following terms, together

with their corresponding definitions:

"Community Residence" means a residential family-like living arrangement for five to ten unrelated individuals with disabilities who are in need of the mutual support furnished by other residents, as well as the support services, if any, provided by the operator of the Community Residence. Residents may be self-governing or supervised by a sponsoring entity or its staff which furnishes habilitative or rehabilitative services related to the needs of the residents. Interrelationships among residents are an essential component of a Community Residence. A Community Residence shall be considered a residential use of property for purposes of all zoning and building codes. However, the Fire Marshal, pursuant to and consistent with the City's Fire Code, may require enhanced fire protection, including the installation of fire sprinklers and other mitigating measures, where one or more residents have a lessened ability to ambulate adequately. The term includes a Family Community Residence and a Transitional Community Residence, but does not include any of the following:

(1) Senior Citizen Apartment;

(2) Adult Day Care Center;

(3) Convalescent Care Facility/Nursing Home;

(4) Facility for Transitional Living for Released Offenders;

(5) Facility to Provide Testing, Treatment, or Counseling for Drug and Alcohol Abuse;

(6) Hospice;

(7) Sex Offender Counseling Facility;

(8) Boarding or Rooming House;

(9) Any other group living arrangement for unrelated individuals who are not disabled;

(10) Any of the following, as defined by NRS Chapter 449:

(a) Facilities for the Treatment of Drug and Alcohol Abuse;

(b) Modified Medical Detoxification Facilities;

(c) Transitional Living Facilities for Released Offenders;

(d) Facility for the Treatment of Narcotics; or

(e) Community Triage Center.

"Disability" or "disabilities" refers to:

(1) A physical or mental impairment which substantially limits one or more of such person's major life activities;

(2) A record of having such impairment; or

(3) Being regarded as having such an impairment.

The terms are intended to be coextensive with the terms "handicap" and "disability" as set forth in Federal fair housing legislation and other Federal legislation protecting individuals with a handicap or disability. The terms include the impairment associated with recovery from alcohol and drug abuse, but do not include impairment caused by current, illegal use of, or addiction to a controlled substance.

"Family Community Residence" means a Community Residence other than a Transitional Community Residence.

"Transitional Community Residence" means a Community Residence that provides housing and a living environment for recovering alcohol and drug abusers and is operated to facilitate their reintegration into the community, but does not provide any treatment for alcohol or drug abuse.

SECTION 13: Title 6, Chapter 4, Section 60, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.04.060: Businesses within the following licensing categories shall pay a two hundred dollars annual business license fee, as set forth below:

Adult day care facility, which is an establishment operated and maintained to provide care, for not more than twelve hours at a time, on a temporary or permanent basis for aged or infirm persons.

Advertising or marketing service, which is any business engaged in the act of designing, producing and disseminating information to the general public, including public relations activities on behalf of persons or businesses.

Auto broker, which is any person who, for a fee or any other consideration, offers to provide to another person the service of arranging, negotiating or assisting in the purchase of a new or used vehicle which has not been registered by the broker.

Automobile leasing, which is any business that leases automobiles or any other kind of motor vehicle that is required to be licensed by the Department of Motor Vehicles and Public Safety.

Babysitting service, which is any business whose employees are sent to a home or lodging establishment to care for one or more children who reside there. Each principal of the business and each employee that provides care must obtain a work card pursuant to LVMC Chapter 6.86 and a health card pursuant to regulations of the Health District.

Bail agent or bail enforcement agent, which is any person who is authorized, employed or contracted by a surety or bail agent to do any of the following:

(A) Solicit bail transactions;

(B) Execute or countersign undertakings of bail;

(C) Pledge currency, money orders or cashier's checks as security for a bail bond in connection with judicial proceedings and receive or be promised money or other things of value therefor;

(D) Enforce the terms and conditions of a defendant's release from custody on bail in a criminal proceeding; or

(E) Locate, apprehend, or surrender a defendant to custody. Each bail agent and bail enforcement agent is required to have an appropriate State license issued in accordance with NRS Chapter 697 before doing business in the City.

Body piercing, which is any business that pierces the skin for the purpose of inserting rings, loops, studs or other implements, or which engages in the sale of those items for use in connection with body piercing.

Environmental analysis, which is any business that tests or analyzes the quality or content of soil, water, atmosphere, or other elements related to the environment.

Health and fitness club, which is any business that is open to the general public and that provides the use of equipment or facilities for the maintenance or development of physical fitness or the control of weight.

Insurance adjuster, which is any person who is licensed or required to be licensed as an adjuster under NRS Chapter 684A and who receives compensation for acting as an adjuster, whether acting as an owner, officer, associate, member or employee of a business.

Insurance agency, which is any business whose agents, brokers, or adjusters transact

insurance subject to the regulations of NRS 679A. The license fee for this category includes the first agent, broker or adjuster who otherwise would be required to be pay a license fee under this Section as a sales or service agent or representative.

Managed health care organization, which is any person who provides, arranges, pays for, or reimburses for the provision of any element of health care services and who controls the amounts to be paid to health care providers by a managed care program.

Management or consulting service, which is any person or firm that conducts budgeting, management counseling, consulting service or promoting for another.

Merchandise broker, which is any person who acts as an agent for others in negotiating contracts, purchases, the sale of goods, wares or services and who does not take possession of the merchandise.

Photography business, which is any business that takes photographs for eventual sale to a client or customer of the business.

Remote motor vehicle rental, which is an automobile ticket rental agency or transportation rental agency location with no vehicles on site.

[Residential facility for groups, which is a facility as defined in NRS 449.017.]

Residential home care provider, which is any person who provides or contracts to provide medical supervision, general care, nursing or housekeeping services to the sick, injured or dependent within a home setting, whether on a temporary or permanent basis.

Sales or service agent or representative, which is any person who sells, solicits, negotiates, offers or performs on behalf of another person the transaction of any instrument or finance related service, including but not limited to insurance, financial or investment advice, securities or similar activities, whether the instrument or service is in possession of the agent or representative and whether the agent or representative is an employee or under contract to perform these activities.

Wire service, which is any person who engages in the business of transmitting or receiving funds by means of a communication system in which the transmission and reception stations are directly connected by one or more telephones or computers.

Youth employment organization, which is any for-profit or nonprofit organization whose

primary purpose is to hire minors to sell a product or service, either door-to-door or at a fixed location. Principals of an organization must obtain a work card pursuant to LVMC Chapter 6.86. Each organization must comply with State Labor Commission regulations and must first obtain the written consent of the parent or legal guardian of each minor before they are hired.

SECTION 14: The provisions of Section 5 of this Ordinance setting forth the circumstances under which Community Residences are allowed shall be deemed to apply:

(A) Within each of the following special purpose districts not listed in the Land Use Tables to the same extent that they apply to the most-similar zoning district listed in the Land Use Tables:

(1) Planned Community District;

(2) Residential Planned Development District; and

(3) Planned Development District.

(B) Within any special area plan adopted by the City, whether or not such a plan specifically allows Community Residences otherwise.

SECTION 15: For purposes of Section 2.100(3) of the City Charter, LVMC 19.04.010, 19.04.040 and 19.20.020 are deemed to be subchapters rather than sections.

SECTION 16: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 17: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall

constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

SECTION 18: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2010.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Valstead 5-11-2010
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2010, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2010, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

BUSINESS IMPACT STATEMENT
BILL NO. 2010-22
Updates the City's zoning and licensing regulations that apply to community residences (commonly referred to as group homes) and similar uses

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2010-22, that will update the City's zoning and licensing regulations that apply to community residences (commonly referred to as group homes) and similar uses.

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.

No comments were solicited

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

Beneficial effects:

Any affected businesses will not be subject to licensing by the City.

Direct effects:

Any affected businesses will not be subject to licensing by the City.

Indirect effects:

None identified

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 identified

5. If the proposed rule provides for a new fee or increases an existing fee, the total annual amount expected to be collected is:

Not applicable

6. If the proposed rule provides for a new fee or increases an existing fee, the money generated by the new fee or increase in existing fee will be used by the local government to:

Not applicable

7. If the proposed rule includes provisions that duplicate or are more stringent that federal, state or local standards regulating the same activity, the following explains when such duplicative or more stringent provisions are necessary:

Not applicable

Date: May 11, 2010

City of Las Vegas Agenda Item No.: **53.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2010

DEPARTMENT: HUMAN RESOURCES
DIRECTOR: CLAUDETTE ENUS ☐ **Consent** ☒ **Discussion**

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

Fiscal Impact

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

PURPOSE/BACKGROUND:
To discuss labor issues

RECOMMENDATION:
None

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **54.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2010

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

SUBJECT:

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

City of Las Vegas Agenda Item No.: **55.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2010

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

SUBJECT:
Public Hearing and possible action to consider the report of expenses to recover costs for abatement of nuisance regarding dangerous building located at 5112 Overland Avenue in the amount of $15,841.75 (General Fund) and assess a maximum of $72,550 in daily civil penalties. PROPERTY OWNER: TRUSTEE CLARK COUNTY TREASURER C/O FREMONT SWIM CLUB INC - Ward 1 (Tarkanian)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $15,841.75
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 demolish all structures and walls, remove all material, demolish pools and fill in, install temporary fencing and no trespassing signage, and in compliance with Clark County Health regulations (bid must include asbestos removal) hired CamAir for the asbestos survey. To date, there have been six (6) inspections conducted at this location. The estimated value of the property based on Zillow.com is not available.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $12,500 invoice for American Demolition services and $425 invoice for CamAir in addition to other fees assessed for a total of $15,841.75 and consider assessing a maximum of $72,550 in daily civil penalties.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Maps
3. Report of Expenses
4. Contractor Disclosure
5. Notice of Public Hearing
6. Chronological List of Events
7. Copy of the Notice and Claim of Lien

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: May 19, 2010
DEPARTMENT: Neighborhood Services
ITEM DESCRIPTION: Public Hearing and possible action to consider the report of expenses to recover costs for abatement of nuisance regarding dangerous building located at 5112 Overland Avenue in the amount of $15,841.75 (General Fund) and assess a maximum of $72,550 in daily civil penalties. PROPERTY OWNER: TRUSTEE CLARK COUNTY TREASURER C/O FREMONT SWIM CLUB INC – Ward 1 (Tarkanian)

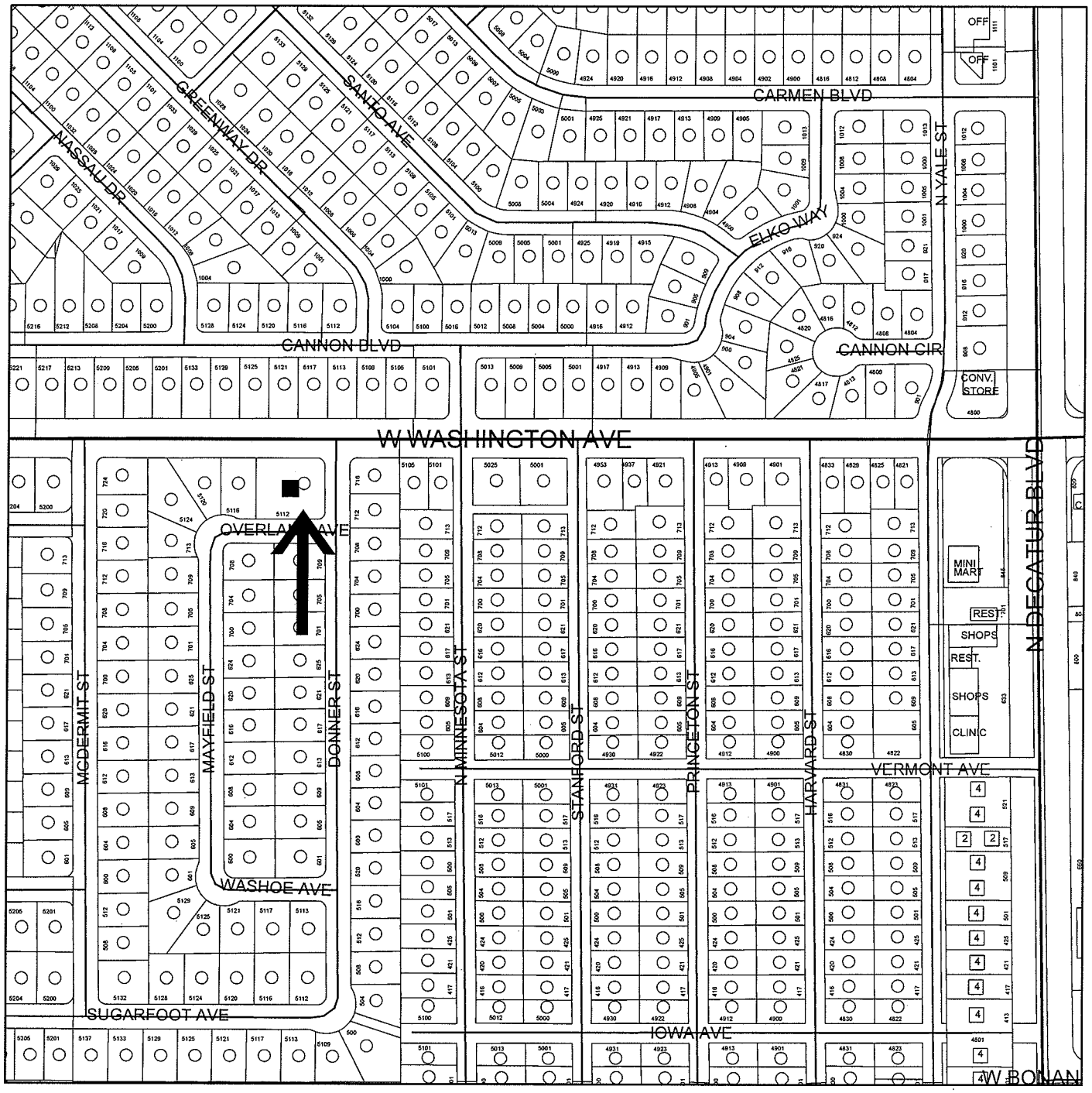
American Demolition completed work on January 13, 2010 at a cost of $12,500; CamAir conducted asbestos survey at a cost of $425; $528 in reinspection fees (w/late fees); $450 in civil penalties; plus a 15% administrative fee for a total of $15,841.75.

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.

5112 OVERLAND AVENUE
CROSS STREETS - DECATUR//WASHINGTON

City of Las Vegas Vicinity Map



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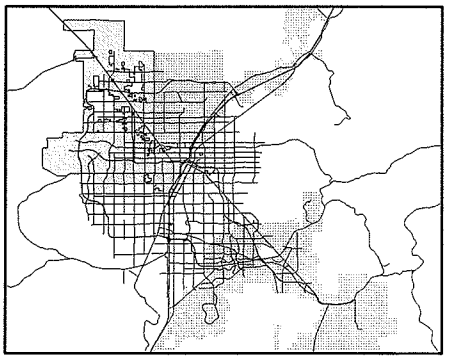
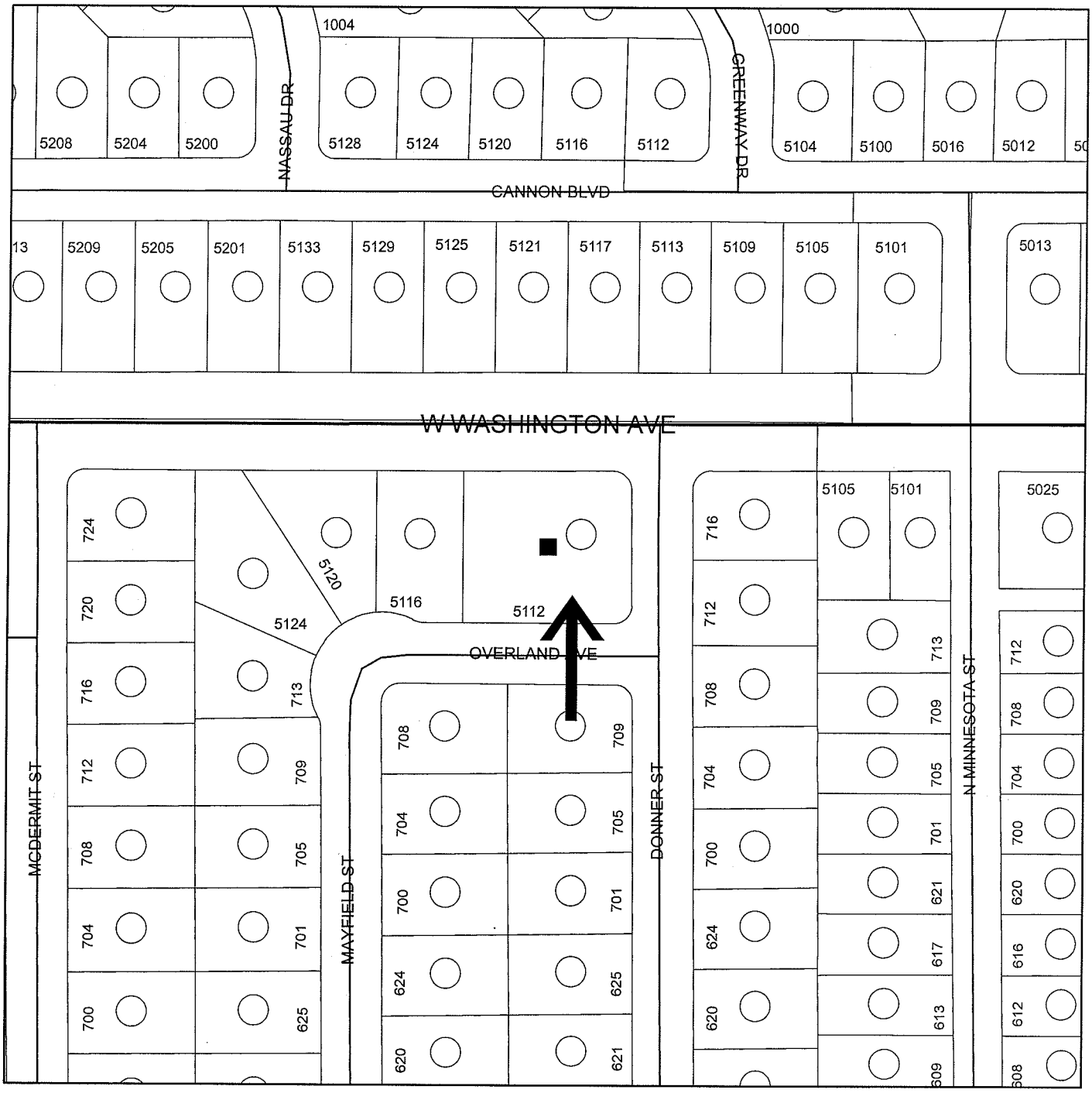


GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

5112 OVERLAND AVENUE
CROSS STREETS - DECATUR//WASHINGTON

City of Las Vegas Vicinity Map



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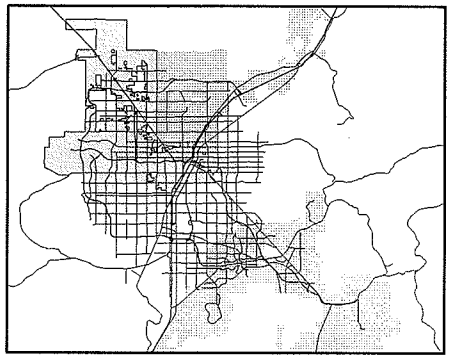


GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

Memorandum

City of Las Vegas
Neighborhood Services Department

To: Beverly Bridges, MMC, City Clerk

From: Devin S. Smith, Manager – Neighborhood Response Division

CC: File

Date: April 23, 2010

Re: Report of Expenses for the abatement of nuisance located at 5112 Overland Avenue - Ward 1 (Tarkanian)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance," the Department of Neighborhood Services caused the above-referenced property to be corrected by demolishing all structures and walls, removing all material, demolishing pools and filling in, installing temporary fencing and no trespassing signage, and in compliance with Clark County Health regulations (bid must include asbestos removal) hired CamAir for the asbestos survey. The abatement was completed by American Demolition on January 13, 2010 at a cost of $12,500.00, and asbestos survey on September 18, 2009 at a cost of $425.00 which was accepted by the Department of Neighborhood Services.

Contract Amount Breakdown:	
Demolish all structures and walls and remove all material	$4,500.00
Demolish pools and fill in	$6,500.00
Install temporary fencing and no trespassing signage	$1,500.00
Asbestos Survey	$425.00
AMOUNT DUE:	$12,925.00
Administrative Processing Fee:	$1,938.75
Sub-Total:	$14,863.75
Reinspection Fees (w/late fees):	$528.00
Civil Penalties:	$450.00
TOTAL AMOUNT DUE:	**$15,841.75**
Daily Civil Penalties – 146 days @ $500 a day (excluding civil penalty fees already assessed) August 21, 2009 to January 13, 2010	**$72,550.00**
MAXIMUM TOTAL:	**$88,391.75**
OWNER OF RECORD	TRUSTEE CLARK COUNTY TREASURER
	C/O FREMONT SWIM CLUB INC
PROPERTY ABATED:	5112 Overland Avenue
	Las Vegas, NV 89107
ASSESSOR PARCEL:	138-25-712-077
LEGAL DESCRIPTION:	FREMONT EST UNIT #1
	PLAT BOOK 6 PAGE 9
	LOT A BLOCK 3

DSS:ld

American Demolition
4516 W Diablo Drive, E-108
Las Vegas, NV 89118

Disclosure of Principals

The principals and partners of *American Demolition* and all persons and entities holding more than 1% interest in *American Demolition* or any principal of *American Demolition* are the following:

	Full Name	Business Address	Business Phone
1.	Jack Praskovich	4516 W. Diablo #E108 LV NV 89118	561-3244
2.			
3.			
4.			
5.			
6.			
7.			

Continue list until full and complete disclosure is made.

I certify under penalty of perjury, that the foregoing list is full and complete.

American Demolition

By: Jack Praskovich

State of Nevada }
} ss:
County of Clark }

Subscribed and sworn to before me, a Notary Public, on this 22 day of December, 2008.

Notary Public - State of Nevada
County of Clark
ARTILUR WILLIAMS
My Appointment Expires
August 14, 2011
No: 07-4375-1

Notary Public in and for Clark County,
State of Nevada

CamAir
3233 Barbuda Rd.
Las Vegas, NV 89117

Disclosure of Principals

The principals and partners of *CamAir*, and all persons and entities holding more than 1% interest in *CamAir or* any principal of *CamAir* are the following:

	Full Name	Business Address	Business Phone
1.	DENNIS J. KISH	3233 BARBUDA Rd, LV, NV 89117	(702) 610-4226
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.

By: *CamAir* DENNIS J. KISH

STATE OF NEVADA)
)
COUNTY OF CLARK)

Subscribed and sworn to before me, a Notary Public, on this 26th day of December, 2002, by Dennis J. Kish.

SALLY ARMENDARIZ
Notary Public - Nevada
No. 00-64713-1
My appt. exp. June 27, 2004

NOTARY PUBLIC in and for said County and State

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

MAY 19, 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, MAY 19, 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 **5112 OVERLAND AVENUE– Case #79896.** The Director of Neighborhood Services certifies that the sum of **$15,841.75** was expended and Civil Penalties in the sum of **$72,550** may be imposed for a total of **$88,391.75.** Owner of record at time of abatement: **TRUSTEE CLARK COUNTY TREASURER C/O FREMONT SWIM CLUB INC – 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

Printed with environmentally friendly soy ink.

City of Las Vegas
Neighborhood Services Department
Code Enforcement Case Report

Case # 79896

5112 OVERLAND AVE - Map # 02321-57 Parcel 13825712077

Owner Information:

TRUSTEE CLARK COUNTY TREASURER
709 MAYFIELD ST
LAS VEGAS, NV 89107-1753

Zoning Information: R-1(SINGLE FAMILY RESIDENTIAL)

Case Comments: Pool and surround area is not being maintained. The property has a fence, however, the gangs & neighborhood kids have torn down part of the fence and coved the pool and buildings with graffiti. There also drug activity.

Case Assigned To: Follow Up Inspection Date:

Date Case Opened: July 14, 2009 Ward: 1

Property Info/Status: HOA: N Vacant: N Foreclosure: N Secure: N

Violations:

Violation

Violation Date	Status/Completed Date	Location
Comments		
AB-006: 16.08.010 UDB SEC 403		
7/15/09	OPEN	Paragraph 12, 17, 18 and 19.
Pools to be filled in and all structures and walls to be demolished so as to turn this parcel into a vacant lot.		
8/24/09	OPEN	Paragraphs 12, 17, 18 and 19
Pools to be filled in and all structures and walls to be demolished so as to turn this parcel into a vacant lot.		

Chronology of Events:

July 15, 2009 Insp#: 863617
35)Part of chain link fence on top of northeast corner perimeter wall down.Lots of graffiti on walls/pools.High weeds and refuse.Gates to buildings and lot are chained and padlocked.Clark County Treasurer on ownership.Per 19 she will ask DSS if RRT to abate.

July 17, 2009 MISCELLANEOUS
35)Per 19 we will prepare a demolition letter

August 10, 2009 NOTICE AND ORDER REQUESTED
35)Prepared Dangerous Building Notice and Order and submitted to 19 for review.

August 11, 2009 NOTICE AND ORDER ISSUED
Ld) SENT NUISANCE N&O TO COMPLY REGARDING DANGEROUS BUILDING TO OWNER Trustee Clark Cou Treasurer c/o Fremont Swim Club Inc. 709 Mayfield Street Las Vegas, NV 89107-1753

August 12, 2009 Insp#: 864154
35)Posted Notice and Order, first notice so inspection aprtial pass.

August 12, 2009 NOTICE AND ORDER POSTED
35)Posted notice and order

August 20, 2009 LETTER
Ld) CERTIFIED LETTER TO OWNER Trustee Clark County Treasurer c/o Fremont Swim Club Inc. 709 Mayfield Street Las Vegas, NV 89107-1753 RETURNED ATTEMPTED NOT KNOWN UNABLE TO FORWARD

August 20, 2009 RECORD
JL) Recorded Nuisance Notice and Order to Comply Regarding Dangerous Building dated August 11, 2009. Recorded in Book: 20090820 Inst: 04785

August 21, 2009 MISCELLANEOUS
PLACED N & O RECORDED 8/20/09 IN FILE.

August 25, 2009 Insp#: 875809
35)No change, graffiti remains, refuse remains, took pictures, I will refer to 19 for bids. $120 failed inspection toda

September 02, 2009 BID SENT
Ld) FAXED ASBESTOS SURVEY BID TO CONTRACTORS, DUE BACK 9-8

September 09, 2009 BID RECEIVED
Ld) RECEIVED ASBESTOS SURVEY BIDS (1) CAMAIR $425 (2) GCA $600

September 10, 2009 BID AWARDED
Ld) ASBESTOS SURVEY BID AWARDED TO CAMAIR

September 21, 2009 MISCELLANEOUS
Ld) $425 PAID TO CAMAIR PO #274361

September 21, 2009 BID SENT
Ld) FAXED DEMO BID TO CONTRACTORS, DUE BACK 9-25

September 29, 2009 BID RECEIVED
Ld) RECEIVED BIDS (1) AMERICAN DEMO $12,500 (2) WEAVER $15,215 (3) NDX $15,949 (4) LUNAS $18,500 CGI $22,352 (6) ADS $26,046 (7) DISASTER KLEEN-UP $67,285

September 29, 2009 NOTICE AND ORDER ISSUED
Ld) SENT 10 DAY NOTICE BEFORE ABATEMENT TO OWNER Trustee Clark County Treasurer c/o Fremont Swi Club Inc. 709 Mayfield Street Las Vegas, NV 89107-1753

September 30, 2009 NOTICE TO ABATE
35)Posted 10 day notice before abatement on metal gate.

September 30, 2009 Insp#: 881153
35)Posted 10 day notice before abatement.All violations remain. $180 + $150 today.

October 06, 2009 LETTER
Ld) CERTIFIED & REGULAR LETTERS TO OWNER Trustee Clark County Treasurer c/o Fremont Swim Club Inc. 709 Mayfield Street Las Vegas, NV 89107-1753 RETURNED NOT DELIVERABLE AS ADDRESSED UNABLE TO FORWARD

October 13, 2009 Insp#: 896949
35)All violations remain, abandoned structures, graffiti, refuse. $180 + $300 today. Took photos Will refer to 19 t proceed with abatement.

October 16, 2009 MISCELLANEOUS
19) Discussed with Tim Whitright about possibility of utilizing CDBG money to remove structures. Does not fall within CDBG area.

October 16, 2009 REVIEW ACTIVITY
19) Reviewed case, have had calls from defunct org. (Treasurer) She is no longer responsible for property. Proper is abandoned, advise we proceed with abatement to remove pool, and wall structures. File to LMH for review.

October 28, 2009 MEETING
21)Lisa M will check to see if this property is going to auction any time soon, she is concerend we will re coop our abatement costs. She will let me know of her findings.

December 09, 2009 BID AWARDED
lm) received D. Smith's approval - sent award ltr to American Demo.

December 17, 2009 VIDEO REQUEST
LM) RECEIVED START DATE FROM AMERICAN DEMOLITION (12/30/09) - REQUEST FOR VIDEO SENT TO # W/PAPERWORK

December 18, 2009 MISCELLANEOUS
19) Per 25 went to do pre video and contractor not ready due to issues with dust permit.

December 18, 2009 STATUS UPDATE
25) on site to do pre-vid, contractor Jack pulls up says he still hasnt got dust control permit. wont start on time. call 19 who is off left msg case in 19 Q for 12/21

January 15, 2010 VIDEO REQUEST
LM) SPOKE TO JACK OF AMERICAN DEMO - SAID PROJECT COMPLETED ON 1/13/2010- REQUEST FOR POST VIDEO TO #19

January 19, 2010 ADMINSTRATIVE
19) contractor did not notify Code Enforcement that they were starting abatement after issues with permit. No Pre-video completed.

January 22, 2010 POST-ABATEMENT VIDEO

16) completed post video and pictures.

January 22, 2010 Insp#: 902802

16) Abatement completed, all structures, pools, and walls have been removed. Post-video and pictures completed. Case closed

January 26, 2010 ADMINSTRATIVE

paid invoice in Oracle after receipt of e-mail fm #19 advising post video completed. scanned invoice & entered bid information into Hansen

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
INSPECTION FEE	$120.00	U	09/01/2009	
$150 CIVIL PENALTY	$150.00	U	10/01/2009	
REINSPECTION FEE	$180.00	U	10/01/2009	
INSPECTION LATE FEE	$12.00	U	10/01/2009	
REINSPECTION LATE FEE	$18.00	U	10/01/2009	
REINSPECTION FEE	$180.00	U	10/15/2009	
$300 CIVIL PENALTY	$300.00	U	10/15/2009	
REINSPECTION LATE FEE	$18.00	U	10/15/2009	
NUISANCE ABATEMENT FEE	$12,500.00	U	01/26/2010	
ADMINISTRATIVE	$1,875.00	U	01/26/2010	
NUISANCE ABATEMENT FEE	$425.00	U	01/26/2010	
ADMINISTRATIVE	$63.75	U	01/26/2010	
Total Amount Due:	**15,841.75**			

APN 138-25-712-077
NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **TRUSTEE CLARK COUNTY TREASURER**
C/O FREMONT SWIM CLUB INC
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**138-25-712-077**
Commonly known as:	**5112 Overland Avenue**
Legal Description:	**FREMONT EST UNIT #1**
	PLAT BOOK 6 PAGE 9
	LOT A BLOCK 3

On **January 13, 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 **$15,841.75** 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 **$72,550.00** were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **$88,391.75** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **May 19, 2010** ordered the above charges in the amount of **$88,391.75**, 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 May, 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 #79896

City of Las Vegas Agenda Item No.: **56.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2010

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

SUBJECT:
Public Hearing and possible action to consider the report of expenses to recover costs for abatement of nuisance of vacant lot located across from 1305 Belcastro Street (APN 163-03-501-032) in the amount of $3,532 (General Fund) and assess a maximum of $43,050 in daily civil penalties. PROPERTY OWNER: TRUSTEE CLARK COUNTY TREASURER C/O NAKHLE SAMER C/O MISHERFI ADNAN - Ward 1 (Tarkanian)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $3,532
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 remove all trash and debris, and repair damaged chain link fence. To date, there have been ten (10) inspections conducted at this location. The value of the property based on Zillow.com is not available.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $400 invoice for Blast Janitorial Services in addition to other fees assessed for a total of $3,532 and consider assessing a maximum of $43,050 in daily civil penalties.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Maps
3. Report of Expenses
4. Contractor Disclosure
5. Notice of Public Hearing
6. Chronological List of Events
7. Copy of the Notice and Claim of Lien
8. Protest Letter by Ghassan Misherfi

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: May 19, 2010
DEPARTMENT: Neighborhood Services
ITEM DESCRIPTION: Public Hearing and possible action to consider the report of expenses to recover costs for abatement of nuisance of vacant lot located across from 1305 Belcastro Street (APN 163-03-501-032) in the amount of $3,532 (General Fund) and assess a maximum of $43,050 in daily civil penalties. PROPERTY OWNER: TRUSTEE CLARK COUNTY TREASURER C/O NAKHLE SAMER C/O MISHERFI ADNAN – Ward 1 (Tarkanian)

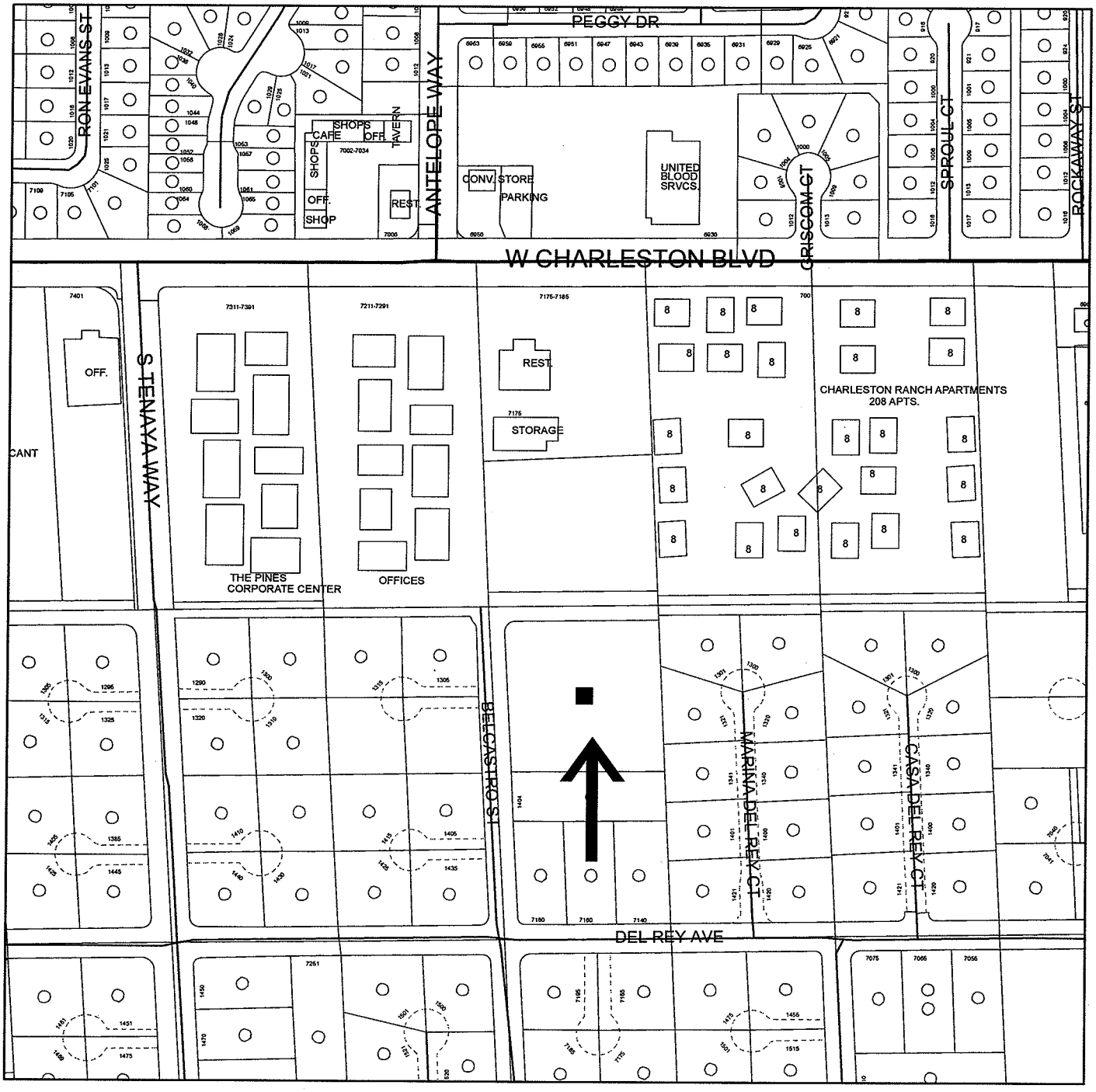
Blast Janitorial Services completed work on January 5, 2010 at a cost of $400; $1,122 in reinspection fees (w/late fees); $1,950 in civil penalties; plus a 15% administrative fee for a total of $3,532.

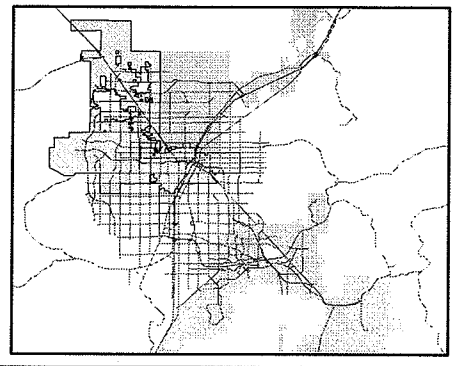
Today's public hearing is to consider the Report of Expenses filed by the Department of Neighborhood Services and to hear any objections thereto. Under the Uniform Code for the Abatement of Nuisance and Civil Penalties, the City Council may make revisions or adjustments to the Report of Expenses as deemed 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.

PARCEL 163-03-501-032
VACANT LOT ACROSS FROM 1305 BELCASTRO STREET
CROSS STREETS - CHARLESTON//TENAYA

City of Las Vegas Vicinity Map





N

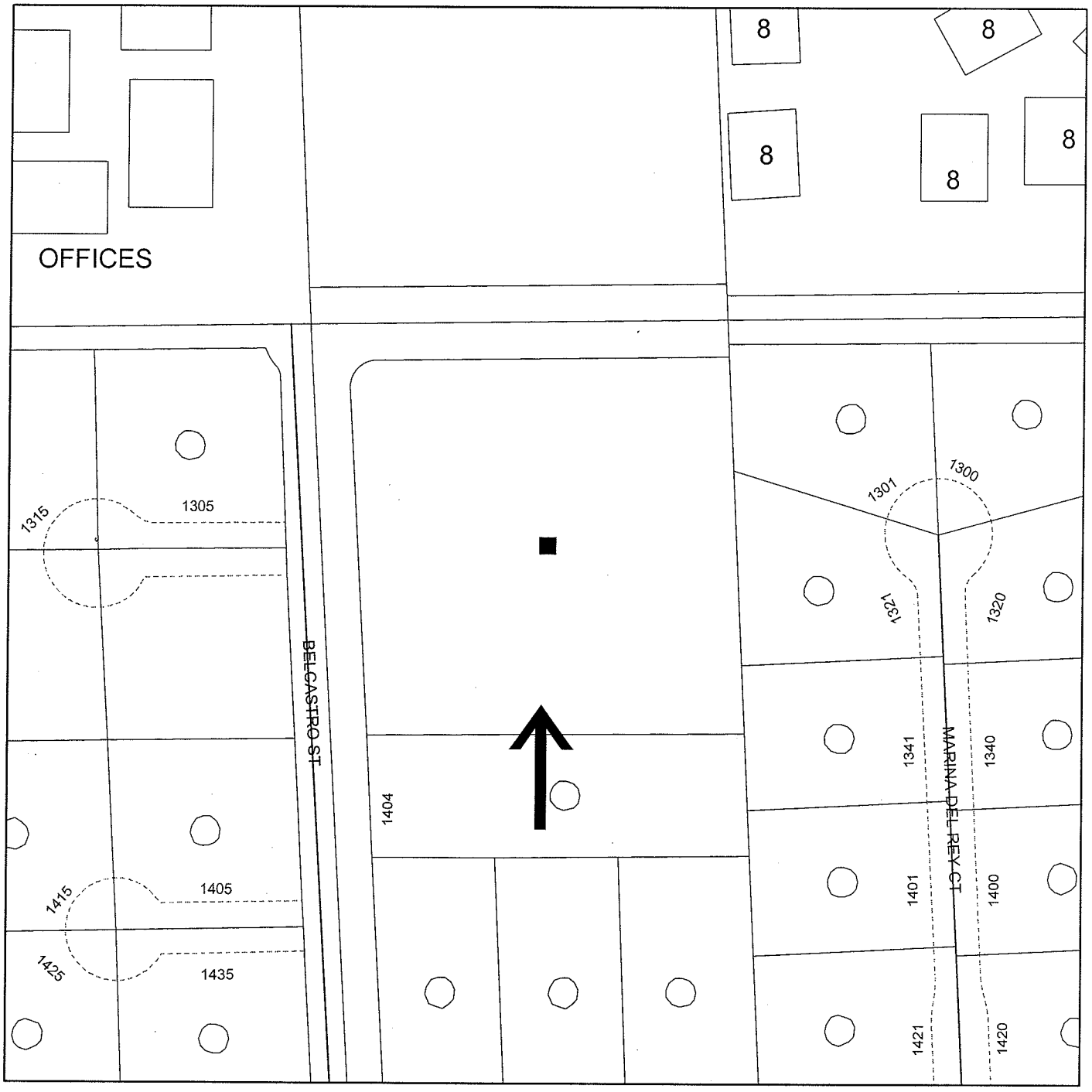
0 170 340 680 Feet

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

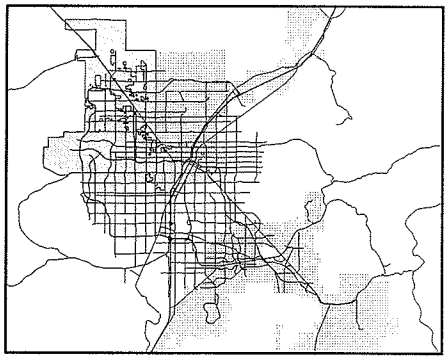
PARCEL 163-03-501-032
VACANT LOT ACROSS FROM 1305 BELCASTRO STREET
CROSS STREETS - CHARLESTON//TENAYA

City of Las Vegas Vicinity Map



N

0 70 140 280 Feet



GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

Memorandum

City of Las Vegas
Neighborhood Services Department

To: Beverly Bridges, MMC, City Clerk

From: Devin S. Smith, Manager – Neighborhood Response Division

CC: File

Date: April 23, 2010

Re: Report of Expenses for the abatement of nuisance of vacant lot located across from 1305 Belcastro Street, Parcel #163-03-501-032 - Ward 1 (Tarkanian)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance," the Department of Neighborhood Services caused the above-referenced property to be corrected by removing all trash and debris, and repairing damaged chain link fence. The abatement was completed by Blast Janitorial Services on January 5, 2010 at a cost of $400.00, which was accepted by the Department of Neighborhood Services.

Contract Amount Breakdown:	
Remove all trash and debris	$100.00
Repair damaged chain link fence	$300.00
AMOUNT DUE:	$400.00
Administrative Processing Fee:	$60.00
Sub-Total:	$460.00
Reinspection Fees (w/late fees):	$1,122.00
Civil Penalties:	$1,950.00
TOTAL AMOUNT DUE:	**$3,532.00**
Daily Civil Penalties – 90 days @ $500 a day (excluding civil penalty fees already assessed) October 8, 2009 to January 5, 2010	**$43,050.00**
MAXIMUM TOTAL:	**$46,582.00**
OWNER OF RECORD	TRUSTEE CLARK COUNTY TREASURER
	C/O NAKHLE SAMER
	C/O MISHERFI ADNAN
PROPERTY ABATED:	Vacant lot across from 1305 Belcastro Street
	Las Vegas, NV 89117
ASSESSOR PARCEL:	163-03-501-032
LEGAL DESCRIPTION:	LAND DIVISION 113-79
	LOT 1

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.	James A Wilson	4104 Nightingale St	702-878-1366
2.	Rosemary S Wilson	4104 Nightingale St	702-878-0418
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.

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
R. DIANA LAWVER
No: 09-9427-1
My Appointment Expires Mar. 17, 2013

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

MAY 19, 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, MAY 19, 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 across from **1305 BELCASTRO STREET (APN 163-03-501-032) – Case #81298.** The Director of Neighborhood Services certifies that the sum of **$3,532** was expended and Civil Penalties in the sum of **$43,050** may be imposed for a total of **$46,582.** Owner of record at time of abatement: **TRUSTEE CLARK COUNTY TREASURER C/O NAKHLE SAMER C/O MISHERFI ADNAN – 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

Printed with environmentally friendly soy ink.

City of Las Vegas
Neighborhood Services Department
Code Enforcement Case Report

Case # 81298

16303501032 - Map # 02518-26

Owner Information:

TRUSTEE CLARK COUNTY TREASURER
8221 WINDRUSH AVE
LAS VEGAS, NV 89117-1284

Zoning Information:

Case Comments: empty lot being used to party on at night and trash and debris/illegal dumping (e-mail from complaiant Yaniz at 1305 belcastro / 254-5148

Case Assigned To: Follow Up Inspection Date:

Date Case Opened: August 28, 2009 Ward: 1

Property Info/Status: HOA: N Vacant: N Foreclosure: N Secure: N

Violations:

Violation

Violation Date Status/Completed Date Location
Comments

AN-003: 9.04.010 (4) REFUSE & WASTE
9/3/09 OPEN ALL
REMOVE DUMPED ITEMS FROM EMPTY LOT
Remove all dumped refuse, litter, trash and dumped items from this lot. Property to be maintained clean and in a orderly condition.

AN-009: 9.04.010 (7D) DILAPIDATED
9/3/09 OPEN NORTH SIDE
REPAIR DAMAGED CHAIN-LINK FENCE
Repair damaged chain-link fence on property. Fence to be maintained in good condition.

Chronology of Events:

August 31, 2009 Insp#: 883080
25] THERE ARE TWO LOTS ACROSS THE STREET FROM THIS HOUSE. THE LOTS ARE BOTH IN VERY GOOD SHAPE. NO DUMPING SEEN. VERY SMALL SINGULAR ITEMS OF TRASH, CALLED COMPLAINANT, LEFT MSG ASKING FOR CONTACT. WILLO NOT CLOSE UNTIL I SPEAK TO COMPLAINANT BUT, AT THIS T I SEE NO NEED FOR CLEAN UP. pic C/B 9/2

September 02, 2009 TELEPHONE CONVERSATION
25) SPOKE TO COMPLAINANT SAYS NOT ACROSS THE STREET, TO THE EAST.

September 02, 2009 MEMORANDUM
25) CHANGED PARCEL # TO 16303501032

September 03, 2009 Insp#: 883977
25) EMPTY LOT PRETTY CLEAN EXCEPT PILE OF TIRES ILLEGALLY DUMPED AND DAMAGED CHAIN-LINK FENCE. NOTICE TO BE MAILED TO OWNER. C/B 9/17 PIC

September 03, 2009 LETTER
25) notice sent to clark co treasure and to 821 windrush lv nv 89117 property has both

September 17, 2009 Insp#: 885853
25] ** $120 FEE APPLIED *** tires and damaged fence still on property. will call CCounty Treasurey and go to N&(for abatement. C/b 9/28

September 21, 2009 TELEPHONE CONVERSATION
25) contacted C County Treasure office fax notice toKathy at 455-5969

September 22, 2009 RESEARCH
25) RECORDERS- no documents 2009

September 22, 2009 RESEARCH
25) WHITE PAGES - Misherfi listed on 8221 windrush-ph# 240-3558 out of service.

September 22, 2009 RESEARCH
25) MERS- no information on this parcel

September 22, 2009 REFERRED
25) file to 19 to review N&O request.

September 28, 2009 NOTICE AND ORDER ISSUED
Ld) SENT NUISANCE N&O TO COMPLY TO OWNER Trustee Clark County Treasurer c/o Samer Nakhle c/o Adn
Misherfi 8221 Windrush Avenue Las Vegas, NV 89117-1284

September 29, 2009 NOTICE AND ORDER POSTED
25) POSTED NOTICE AND ORDER. NO CHNAGE PIC

September 29, 2009 Insp#: 891048
25] $180 inspection + $150 civil fee applied. no chnage. tires and broken gate still a problem. posted N&O c/b 10/1

October 08, 2009 MISCELLANEOUS
PLACED N & O RECORDED 10/8/09 IN FILE.

October 08, 2009 RECORD
JL) Recorded Nuisance N&O dated 9/28/09 at Clark County. Recorded in Book: 20091008 Inst: 01133

October 13, 2009 Insp#: 896584
25] *** $180 inspection + $300 civil *** no change going forward to abate (TIRES & DAMAGED FENCE). PIC c/b 10/26

October 14, 2009 REFERRED
25) file to 19 to review for bids by contractor to abate DAMAGED FENCE ON NORTH END AND 15-20 TIRES

October 16, 2009 REVIEW ACTIVITY
19) reviewed file for bid request- Approved file to LM.

October 22, 2009 LETTER
Ld) CERTIFIED LETTER TO OWNER Trustee Clark County Treasurer c/o Samer Nakhle c/o Adnan Misherfi 8221 Windrush Avenue Las Vegas, NV 89117-1284 RETURNED UNCLAIMED

October 23, 2009 LETTER
Ld) REGULAR LETTER TO OWNER Trustee Clark County Treasurer c/o Samer Nakhle c/o Adnan Misherfi 8221 Windrush Avenue Las Vegas, NV 89117-1284 RETURNED UNCLAIMED UNABLE TO FORWARD

October 26, 2009 BID SENT
lm) sent requests for quotes to all contractors; due 10/29

October 29, 2009 BID RECEIVED
lm) BIDS RECEIVED: 1- BLAST JANITORIAL = $400; 2-AMERICAN DEMOLITION = $749; 3- WEAVER CONSTRUCTION = $850; 4-GRAEAGLE = $2,000

November 04, 2009 MISCELLANEOUS
LM) SCANNED & SENT OUT 10-DY BEFORE ABATEMENT TO OWNER: TRUSTEE CLARK COUNTY TREASURER @ 8221 WINDRUSH AVE., LV 89117 % SAMER NAKHLE; & ADNAN MISHERFI; TO #25 FOR POSTING.

November 05, 2009 Insp#: 903350
25] $180 inspection fee + $500 civil fee. no chnage PIC posted N&O for TEN DAY BEFORE ABATEMENT. c/b 11/16

November 18, 2009 Insp#: 912760
25] $180 inspection + $500 civil fee applied PIC, case moving forward with contractor abatement. no chnage and n contact from owner. TIRES, BROKEN FENCE AND LITTER REMAINc/b 11/30

November 19, 2009 REFERRED
25) file to 19 to move forward on abatement. color pictures attached. DAMAGED CHAIN LINK FENCE TO BE REPAIRED, DUMPED GRASS CUTTING AND TIRES ALONG WITH LITTER TO BE REMOVED.

November 30, 2009 REFERRED
25) case in 19 case for pre abatement video, e-mail to 19

December 01, 2009 MEETING
21)abatement approved..refer file to 19

December 09, 2009 BID AWARDED
LM) RECEIVED D. SMITH'S APPROVAL - SENT AWARD LTR TO BLAST JANITORIAL($400)

December 14, 2009 VIDEO REQUEST
lm) RECEIVED START DATE FROM BLAST JANITORIAL VIA PHONE FOR 12/19/09 W/EXPECTED COMPLETI
FOR 12/23- REQ FOR PRE-ABATEMENT VIDEO & E-MAIL TO #19; ALONG WITH PAPERWORK

December 18, 2009 PRE ABATEMENT VIDEO
25) NO CHANGE-empty lot has a damaged chain link fence and some illegal dumping (tires and refuse)

December 18, 2009 Insp#: 917199
25) $180 inspection + $500 civil fee. No chnage. PIC and VID of property for contractor abatement of damaged cha
link fence and refuse. (e-mail to 19) c/b 12/24 in 19 Q

January 07, 2010 VIDEO REQUEST
lm) received invoice/receipts & disposal compliance form from Blast Janitorial. Request for post-abatement video sent to #19.

January 13, 2010 POST ABATEMENT VIDEO
25) did video for 19. all violations abated. tires gone, lot clean and fence repaired

January 13, 2010 Insp#: 929828
25) On site to do post-video for contractor abatement. tires removed. lot clean. fence repaired.items on bid request completed. PIC in EB.

January 15, 2010 Insp#: 938109
25) close per 19

January 20, 2010 MISCELLANEOUS
LM) PER #25 POST VIDEO DONE - ALL COMPLETE ACCORDING TO SCOPE OR WORK - OK TO PAY INVOICE; SUBMITTED INTO ORACLE FOR PYMT. RECEIPT #267930 (BLAST JANITORIAL - $400)

March 15, 2010 REVIEW
19) Reviewed case for good contact phone # for owner. None found. Found 3 additional properties that owner hold Las Vegas. Sending letter to them advising of City Council and costs. No change on ownership at this time.

April 12, 2010 CORRESPONDENCE RECEIVED/SENT
19) Demand letter sent to owner requesting payment by 4/21/10. If no repsonse by then, forwarding file to LD to process for council.

April 21, 2010 ADMINSTRATIVE
19) Checked case and no payment made on fee's and no contact from owners. File forwarded to LD to process for City Council.

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
INSPECTION FEE	$120.00	U	10/01/2009	
$150 CIVIL PENALTY	$150.00	U	10/01/2009	
REINSPECTION FEE	$180.00	U	10/01/2009	
REINSPECTION FEE	$180.00	U	10/15/2009	
$300 CIVIL PENALTY	$300.00	U	10/15/2009	
INSPECTION LATE FEE	$12.00	U	10/15/2009	
REINSPECTION LATE FEE	$18.00	U	10/15/2009	
REINSPECTION FEE	$180.00	U	11/16/2009	
$500 (A) CIVIL PENALTY 1ST	$500.00	U	11/16/2009	
REINSPECTION LATE FEE	$18.00	U	11/16/2009	
REINSPECTION FEE	$180.00	U	12/01/2009	
$500 (A) CIVIL PENALTY 1ST	$500.00	U	12/01/2009	
$500 (A) CIVIL PENALTY 1ST	$500.00	U	01/05/2010	
REINSPECTION FEE	$180.00	U	01/05/2010	
ABATEMENT COST	$400.00	U	01/20/2010	
ADMIN FEE	$60.00	U	01/20/2010	

Total Amount Due: $3,478.00

APN 163-03-501-032
NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **TRUSTEE CLARK COUNTY TREASURER C/O NAKHLE SAMER C/O MISHERFI ADNAN**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **163-03-501-032**
Commonly known as: **Vacant lot across from 1305 Belcastro Street**
Legal Description: **LAND DIVISION 113-79**
LOT 1

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 **$3,532.00** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure. Additionally, pursuant to Municipal Code 9.040.120, civil penalties in the amount of **$43,050.00** were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **$46,582.00** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **May 19, 2010** ordered the above charges in the amount of **$46,582.00**, 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 May, 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 #81298

Ghassan Misherfi
2000 Towering Pines St.
Las Vegas, NV 89135

May 11, 2010

City Of Las Vegas

Re: APN # 163-03-501-032
Case # 81298

Notice of written protest on the above case # 81298

To whom this may concern:
As property owner we never received proper notice of any violations and/or request to clean the property up across the street from 1305 Belcastro Street (APN 163-03-501-032) and request a copy of any such notice. In addition we would like to review any and all invoices for funds claimed to have been expended to clean up said property.

Because we did not receive notice we would request to have ample time to review the invoices and settle the matter.

We thank you for your time and consideration.
I can be reached at 702-338-0792 or fax 702-876-9562

Sincerely
Ghassan Misherfi
Ghassan Misherfi

Please send all to:
Ghassan Misherfi
2000 Towering Pines St.
Las Vegas, NV 89135

RECEIVED
CITY CLERK
2010 MAY 11 P 2:55

City of Las Vegas Agenda Item No.: **57.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: MAY 19, 2010

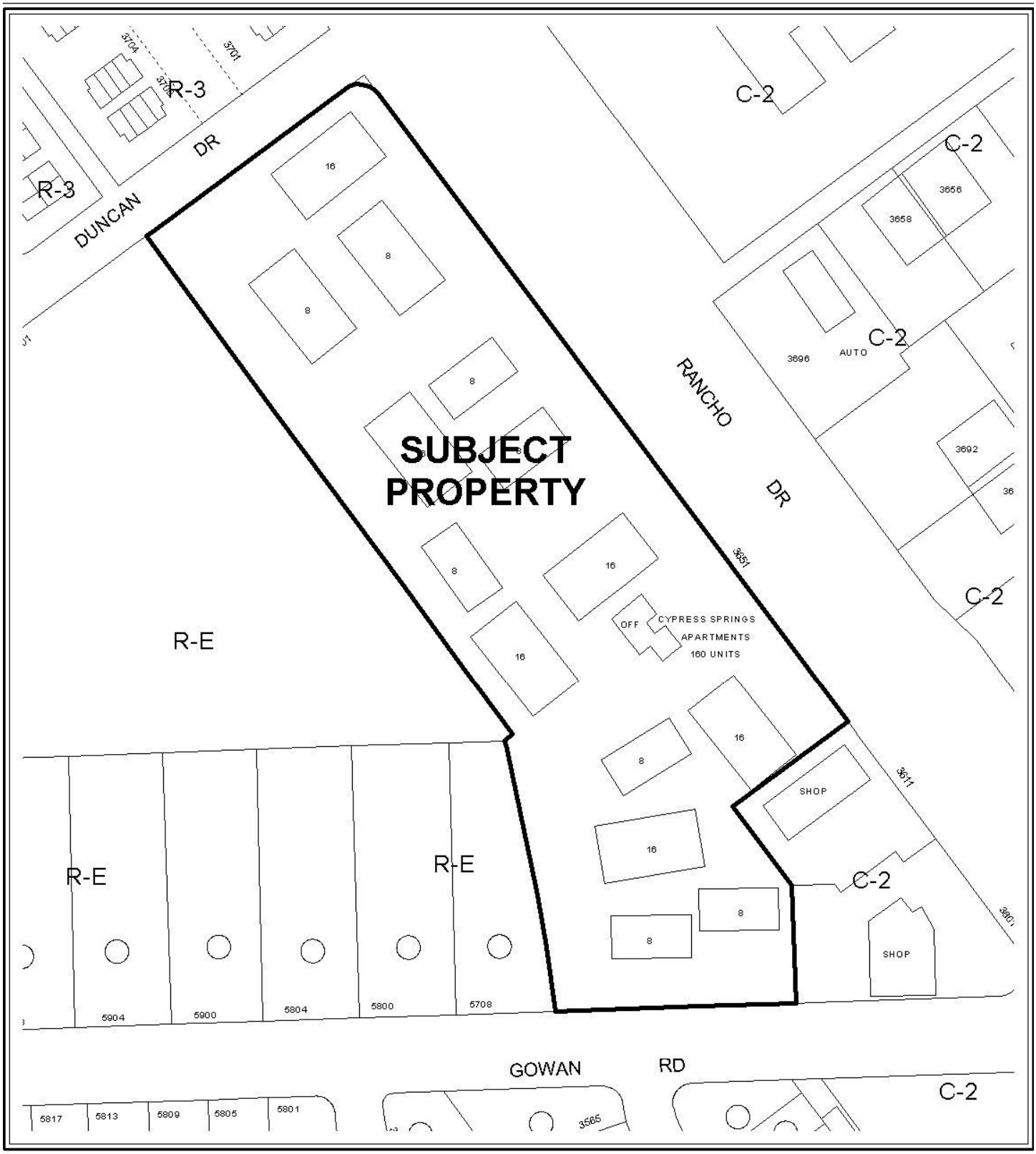
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☒ **Consent** ☐ **Discussion**

SUBJECT:
EOT-37797 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: OCEANSIDE CYPRESS SPRINGS, LLC - Request for an Extension of Time of a previously approved Site Development Plan Review (SDR-10748) FOR THE CONVERSION OF A 144-UNIT APARTMENT COMPLEX TO CONDOMINIUMS on 6.71 acres at 3651 North Rancho Drive (APN 138-12-202-002), R-3 (Medium Density Residential and Apartment) Zone, Ward 6 (Ross). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. City Council Approval Letter for SDR-10748
7. City Council Approval Letter for EOT-27359



CASE: **EOT-37797**

0 200 400 Feet

ZONING OF SUBJECT PROPERTY: R-3 (MEDIUM DENSITY RESIDENTIAL)

N



CASE: **EOT-37797**

0 200 400 Feet

ZONING OF SUBJECT PROPERTY: R-3 (MEDIUM DENSITY RESIDENTIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 19, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: OCEANSIDE CYPRESS SPRINGS, LLC

** STAFF RECOMMENDATION(S) **

Staff recommends APPROVAL, subject to conditions:

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-37797	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

EOT-37797 CONDITIONS

Planning and Development

1. This Site Development Plan Review (SDR-10748) shall expire on March 15, 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-10748) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

3. All illegal signage on the property shall be removed within 10 days of City Council action or permitted within 30 days of City Council action.

4. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for an Extension of Time of a previously approved Site Development Plan Review (SDR-10748) for the conversion of a 144-unit apartment complex to condominiums on 6.71 acres located at 3651 North Rancho Drive. The applicant received approval for a Tentative Map (TMP-14283) for the conversion to condominiums on August 24, 2006, and later received approval for a Final Map (FMP-28242) on June 4, 2008, but failed to complete the recording process, thereby allowing the map to expire. Staff conducted a field check of the subject site and found the overall site neat and clean in appearance with the landscaping areas being properly maintained. Staff did notice two wooden signs on the property that are not permitted.

The applicant is requesting the extension of time due to the economic downturn in Las Vegas. Staff has no objection to the request and recommends approval. If denied, the Site Development Plan Review (SDR-10748) would be allowed to expire.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
03/15/06	The City Council approved a request to amend a portion of the Centennial Hills Sector Plan of the Master Plan (GPA-10745) from SC (Service Commercial) to M (Medium Density Residential) on 6.71 acres at 3651 North Rancho Drive. The Planning Commission recommended approval on 02/09/06.
	The City Council approved a related request for a Rezoning (ZON-10747) from C-2 (General Commercial) to R-3 (Medium Density Residential).
	The City Council approved a related request for a Site Development Plan Review (SDR-10748) for the conversion of a 144-unit apartment complex to condominiums.
08/24/06	The Planning Commission approved a request for a Tentative Map (TMP-14283) for a 144-unit condominium development at 3651 North Rancho Drive.
05/07/08	The City Council approved a request for an Extension of Time (EOT-27364) of a previously approved Rezoning (ZON-10747) from C-2 (General Commercial) to R-3 (Medium Density Residential) at 3651 North Rancho Drive.
	The City Council approved a related request for an Extension of Time (EOT-27359) of a previously approved Site Development Plan Review (SDR-27359) for the conversion of a 144-unit apartment complex to condominiums.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
06/04/08	The Planning and Development Department and Department of Public Works administratively approved with conditions a request for a Final Map Technical Review (FMP-28242) for the Cypress Springs Condominiums.
Related Building Permits/Business Licenses	
03/01/94	A business license (A07-01206) was issued for Apartments at 3651 North Rancho Drive. The license is still active.
No building permits have been issued for the proposed project.	

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.
Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
04/06/10	Staff conducted a field check of the subject site with the following observations: • The overall property appeared free of debris/trash and the landscape areas were being well maintained. • There were a couple of illegal sign on the property which included one that advertised the apartments with a phone number to call, and the second advertising free cable in every apartment.

Details of Application Request	
Site Area	
Gross Acres	6.71

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Apartments	M (Medium Density Residential)	R-3 (Medium Density Residential and Apartments)
North	Condominiums	SC (Service Commercial)	R-3 (Medium Density Residential and Apartments)
	Retail Establishments	SC (Service Commercial)	C-2 (General Commercial)

South	Retail Establishments	SC (Service Commercial)	C-2 (General Commercial)
	Single Family Dwellings	M (Medium Density Residential)	R-CL (Single-Family Compact-Lot)
East	Auto Repair Garage and Retail Establishments	GC (General Commercial)	C-2 (General Commercial)
West	Vacant Land and Single Family Dwellings	DR (Desert Rural)	R-E (Residence Estates)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (105 feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		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-10748) for the conversion of a 144-unit apartment complex to condominiums located at 3651 North Rancho Drive. The applicant received approval for a Tentative Map (TMP-14283) for the conversion to condominiums on 8/24/06, and later received approval for a Final Map (FMP-28242) on 6/4/08, but failed to complete the recording process, thereby allowing the map to expire. Staff conducted a field check of the subject site on 4/6/10 and found the overall site neat and clean in appearance with the landscaping areas being properly maintained. Staff did notice two wooden signs on the property that are not permitted. There has been a new entitlement approved for property in the surrounding area that includes a truck rental use to the northeast.

In this case, the Site Development Plan Review is exercised upon the recordation of a final map for the conversion.

FINDINGS

The Site Development Plan Review (SDR-10748) has not met the requirements outlined in Title 19.18.050, as the previously approved Final Map expired. The illegal signage on site has been addressed as a condition of approval. The applicant is requesting the extension of time due to the economic downturn in Las Vegas. Staff has no objection to the request and recommends approval with a two-year time limit. Conformance to the conditions of approval of the Site Development Plan Review (SDR-10748) shall be required.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-37797** APN: 138-12-202-002

Name of Property Owner: Oceanside Cypress Springs, LLC

Name of Applicant: Oceanside Cypress Springs, LLC

Name of Representative: Baughman & Turner Inc.

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Philip Donia

Print Name: Philip Donia

Subscribed and sworn before me

This _____ day of _____, 20__

RM 3-14-10 see attached 1 of 2

_____

Notary Public in and for said County and State

CALIFORNIA JURAT WITH AFFIANT STATEMENT

☑ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–5 to be completed only by document signer[s], *not* Notary)

RM

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of Ventura

Subscribed and sworn to (or affirmed) before me on this

14 (Date) day of March (Month), 20 10 (Year), by

(1) Philip Donia (Name of Signer),

proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (,)

(and

(2) RM (Name of Signer),

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

RUBY MOFFA
Commission # 1854519
Notary Public - California
Ventura County
My Comm. Expires Jul 14, 2013

Signature Ruby Moffa
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: Statement of Financial Interest

Document Date: _____ Number of Pages: 2

Signer(s) Other Than Named Above: _____

RIGHT THUMBPRINT OF SIGNER #1	RIGHT THUMBPRINT OF SIGNER #2
Top of thumb here	Top of thumb here

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PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time (SDR 10748)

Project Address (Location) 3651 North Rancho Drive

Project Name Cypress Springs Condominiums **Proposed Use** _____

Assessor's Parcel #(s) 138-12-202-002 **Ward #** 6

General Plan: existing _____ proposed _____ **Zoning:** existing R-E proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 6.71 **Lots/Units** 144 **Density** 21 DU/AC

Additional Information _____

PROPERTY OWNER Oceanside Cypress Springs LLC **Contact** Phillip Donia

Address 4035 Romany Drive **Phone:** (805) 985-2881 **Fax:** (619) 374-2127

City Oxnard **State** CA **Zip** 93035

E-mail Address davsavage@aol.com

APPLICANT Same as above **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

REPRESENTATIVE Baughman & Turner **Contact** David Turner

Address 1210 Hinson St **Phone:** (702) 870-8771 **Fax:** (702) 878-2695

City Las Vegas **State** NV **Zip** 89107

E-mail Address davidt@baughmanturner.com

Property Owner Signature* Philip Donia

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Philip Donia

Subscribed and sworn before me

This _____ day of 3-14-10, 20 _____.

RM

_____

Notary Public in and for said County and State

See attached 1 of 2

FOR DEPARTMENT USE ONLY

Case #	EOT 37797
Meeting Date:	5.19.10
Total Fee:	$300.-
Date Received:*	3.29.10
Received By:	JFA

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

CALIFORNIA JURAT WITH AFFIANT STATEMENT

☑ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–5 to be completed only by document signer[s], *not* Notary)

RM

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of Ventura

Subscribed and sworn to (or affirmed) before me on this

14 (Date) day of March (Month), 2010 (Year), by

(1) Philip Donia (Name of Signer),

proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (,)

(and

(2) RM (Name of Signer),

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

RUBY MOFFA
Commission # 1854519
Notary Public - California
Ventura County
My Comm. Expires Jul 14, 2013

Signature Ruby Moffa
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: Application/Petition form

Document Date: _____ Number of Pages: 2

Signer(s) Other Than Named Above: _____

RIGHT THUMBPRINT OF SIGNER #1	RIGHT THUMBPRINT OF SIGNER #2
Top of thumb here	Top of thumb here

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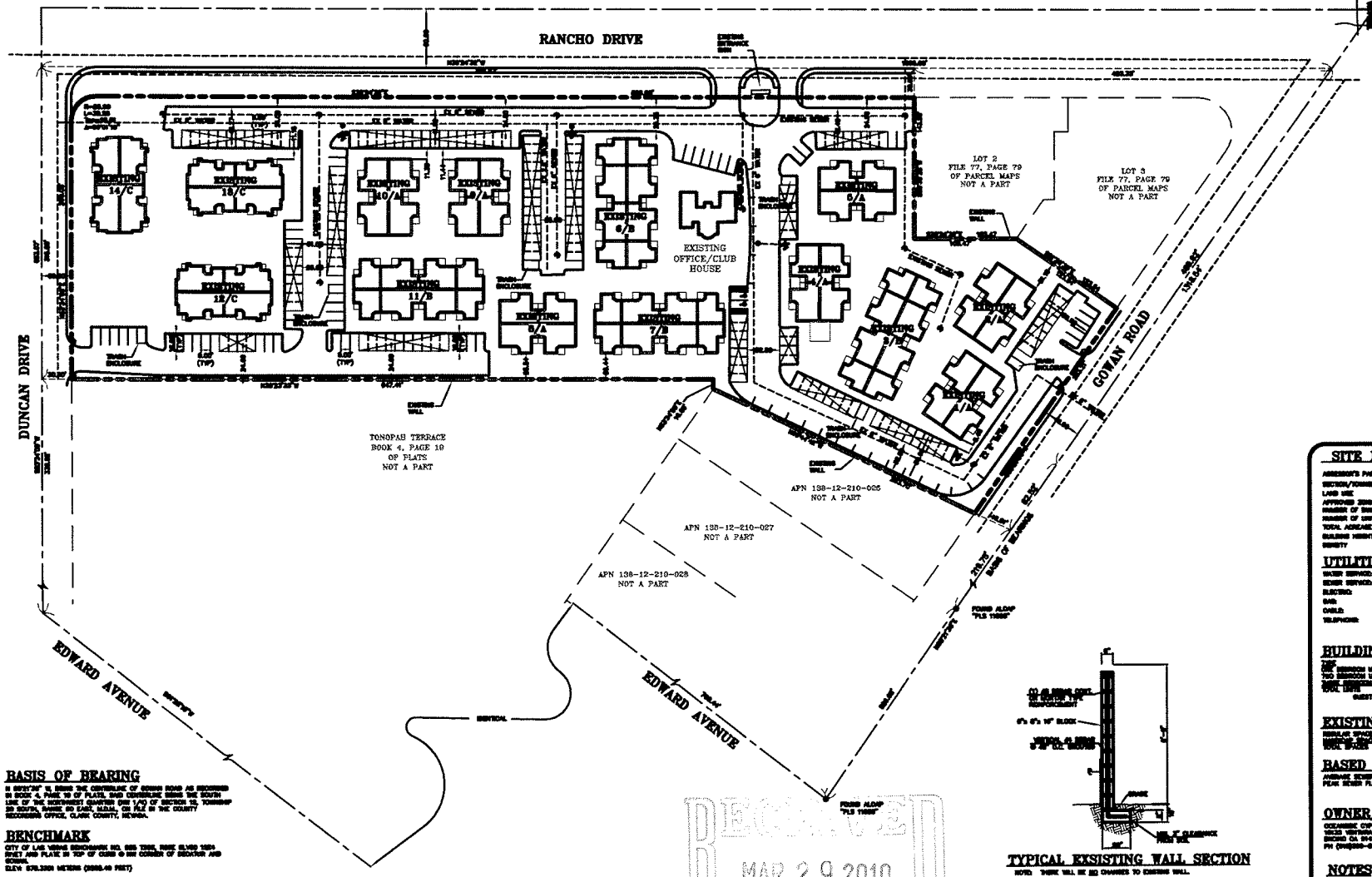
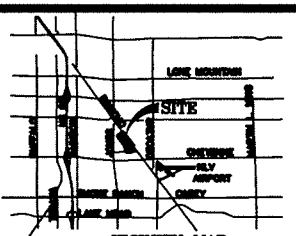
CYPRESS SPRINGS CONDOMINIUMS

APN# 138-12-202-002
CONDOMINIUM SUBDIVISION
LAS VEGAS, NEVADA





VICINITY MAP
NOT TO SCALE

SCALE : 1" = 50'
0 25' 50' 100'

LEGEND

STREET CENTERLINE
PROPERTY LINE
LOT LINE
EX. EDGE PAVING
EX. CURB
EX. SEWER — SS —
EX. WATER
FIRE HYDRANT
BUILDING NO./TYPE 1/A
EX. COVERED PARKING
SFR SINGLE FAMILY RESIDENCE

SITE DATA

ASSESSOR'S PARCEL NUMBER	138-12-202-002
SECTION/TOWNSHIP/RANGE	SEC. 12, T 20 SOUTH, R 60 EAST, M.D.M.
LAND USE	RESIDENTIAL APARTMENTS
ZONING	General Commercial Station (C-1)
NUMBER OF BUILDINGS	14
NUMBER OF UNITS	216
TOTAL ACREAGE	6.71 ACRES
BUILDING HEIGHT	30' MAX
DENSITY	31 UNITS/ACRE

UTILITIES

WATER SERVICE	LAS VEGAS VALLEY WATER DISTRICT
SEWER SERVICE	CITY OF LAS VEGAS
ELECTRIC	NEVADA POWER COMPANY
GAS	SOUTHWEST GAS COMPANY
CABLE	COX COMMUNICATION
TELEPHONE	SPRINT OF NEVADA

BUILDING DATA

GUEST PARKING: 1 SPACE PER 6 UNITS

EXISTING PARKING

BASED ON 216 UNITS

OWNER/DEVELOPER

OAKMARK CYPRESS SPRINGS LLC
9620 VERONA ELITE DRIVE
LAS VEGAS, NV 89135-0402
PH: (702)341-0400

NOTES

1. ALL STRUCTURES ARE EXISTING AND SHALL REMAIN. NO NEW STRUCTURES OR BUILDING ARE PROPOSED.
2. THERE ARE NO EXISTING OR PROPOSED STORM DRAINS.
3. THERE ARE NO EXISTING OR PROPOSED IMPROVED OR UNIMPROVED CHANNELS, FLOOD AND EASEMENT REPAIR.

BASIS OF BEARING

BENCHMARK

LEGAL DESCRIPTION

TYPICAL EXSISTING WALL SECTION
NOTE: THERE WILL BE NO CHANGES TO EXISTING WALL.

RECEIVED
MAR 29 2010

EOT-37797

SITE PLAN: CONDOMINIUM CONVERSION
CYPRESS SPRINGS CONDOMINIUMS
PARCEL 1 OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

BAUGHMAN & TURNER, INC.
CIVIL ENGINEERS LAND SURVEYORS LAND PLANNERS
1210 HINSON STREET LAS VEGAS, NEVADA 89102
PH. (702) 870-4771 FAX (702) 870-2895

DAVID SAVAGE

SHEET 1 OF 1


RECEIVED
MAR 2 9 2010
EOT-37797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MAR 2 9 2010

Baughman & Turner, Inc.

Consulting Engineers & Land Surveyors

1210 HINSON ST. PHONE (702) 870-8771

LAS VEGAS, NEVADA 89102-1604 FAX (702) 878-2695

March 14, 2010

City of Las Vegas
Planning & Development Department
731 S. Fourth Street
Las Vegas, Nevada 89101

Re: APN 138-12-202-002; SDR 10748
Cypress Springs Condominiums

To Whom It May Concern,

Please let this letter serve as justification for an extension of time on the above-referenced application. The original application was for a site development plan review for a condominium conversion. The project called "Cypress Springs Condominiums" consists of 14 apartment buildings (144 units) along with several incidental buildings (office/leasing, recreation, etc.) on 6.71 acres located at 3651 North Rancho Drive. The apartments will be converted to condominiums through the subdivision process. The owners put the project on hold due to the economic downturn, but have decided to complete the process now.

The project was very near completion when it was put on hold. The tentative map and drainage study were approved, and the final map had been submitted with comments being finalized. The owners realize that they will have to start the mapping process over.

There have been no new circumstances since the original approval that would affect the approval of this extension.

I hope this letter clarifies the intent of this request. Should you have any questions, please feel free to contact me at this office.

Sincerely,
Baughman & Turner, Inc.

David S. Turner
President

RECEIVED
MAR 29 2010

DST/aw

EOT-37797



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS

DOUGLAS A. SELBY
CITY MANAGER

April 28, 2006

Mr. Philip Davis
Oceanside Cypress Springs, LLC
4035 Romany Drive
Oxnard, California 93935

RE: SDR-10748 – SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF MARCH 15, 2006
RELATED TO GPA-10745 AND ZON-10747

Dear Mr. Davis:

The City Council at a regular meeting held March 15, 2006 APPROVED the request for a Site Development Plan Review FOR THE CONVERSION OF A 144-UNIT APARTMENT COMPLEX TO CONDOMINIUMS on 6.71 acres at 3651 North Rancho Drive (APN 138-12-202-002), C-2 (General Commercial) Zone [PROPOSED: R-3 (Medium Density Residential) Zone]. The Notice of Final Action was filed with the Las Vegas City Clerk on March 16, 2006. This approval is subject to:

Planning and Development

1. An additional 15 parking spaces shall be provided prior to recording of the Final Map.

2. A General Plan Amendment (GPA-10745) to the M (Medium Density Residential) designation and Rezoning (ZON-10747) to a R-3 (Medium Density Residential) Zoning District approved by the City Council.

3. This Site Development Plan Review shall expire two years from date of final approval unless it is exercised or an Extension of Time is granted by the City of Las Vegas.

4. All development shall be in conformance with the site plan, date stamped 02/28/06, and building elevations, date stamped 12/12/05, except as amended by conditions herein.

5. An additional 20, 24-inch box trees shall be added to existing irrigated landscaping.

6. All refuse collection areas shall be screened and enclosed as required by Title 19.08 of the Municipal Code.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

18112-001-06-05
CLV 7009

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EOT-37797

7. A permanent underground sprinkler system shall be installed in all landscape areas as required by the City of Las Vegas and shall be permanently maintained in a satisfactory manner.

8. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

9. All utility boxes exceeding 27 cubic feet in size shall meet the standards of Municipal Code Section 19.12.050.

10. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.

11. Prior to the submittal of a building permit, the applicant shall meet with Planning and Development Department staff to develop a comprehensive address plan for the subject site. A copy of the approved address plan shall be submitted with any future building permit applications related to the site.

12. Any remodeling or construction work in conjunction with the conversion of the apartments shall require permits from the Department of Building and Safety, with the exception of painting, carpeting, or other similar finish work.

13. The conversion from Apartments to Condominiums shall require the payment of additional sewer connection fees. The additional connection fees shall be paid prior to the recordation of the Final Map. Proof of payment shall be required upon submittal of the Final Map.

14. All City Code requirements and design standards of all City departments must be satisfied.

15. An additional 16, 24-inch boxed trees shall be added to existing landscaping.

Public Works

16. Gated access driveways, if proposed, shall be designed, located and constructed in accordance with Standard Drawing #222A.

17. Add a note to the Final Map stating that "All areas not occupied by a building are Public Drainage Easements to be Privately Maintained".

18. Site development to comply with all applicable conditions of approval for ZON-10747 and all other subsequent site-related actions.

Sincerely,

Lean Coleman
Deputy City Clerk II for
Barbara Jo Ronemus, City Clerk

M. Margo Wheeler
Director
Planning and Development Department

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. Gil Nockowitz
Baughman & Turner, Inc.
1210 Hinson Street
Las Vegas, Nevada 89102

EOT-37797

\S 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

May 9, 2008

Mr. Philip Donia
Oceanside Cypress Springs, LLC
4035 Romany Drive
Oxnard, California 93035

RE: EOT-27359 – EXTENSION OF TIME
CITY COUNCIL MEETING OF MAY 7, 2008

Dear Mr. Davis:

The City Council at a regular meeting held May 7, 2008 APPROVED the request for an Extension of Time of an approved Site Development Plan Review (SDR-10748) FOR THE CONVERSION OF A 144-UNIT APARTMENT COMPLEX TO CONDOMINIUMS on 6.71 acres at 3651 North Rancho Drive (APN 138-12-202-002), C-2 (General Commercial) Zone Under Resolution of Intent to R-3 (Medium Density Residential) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on May 8, 2008. This approval is subject to:

Planning & Development

1. This Site Development Plan Review (SDR-10748) shall expire on 03/15/10, unless another Extension of Time is approved by the City Council.

2. Conformance to all conditions of approval of Site Development Plan Review (SDR-10748) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

Sincerely,

Lean Coleman

Lean Coleman
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

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cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. Gil Nockowitz
Baughman & Turner, Inc.
1210 Hinson Street
Las Vegas, Nevada 89102

CITY OF LAS VEGAS
'0 STEWART AVENUE
/EGAS, NEVADA 89101

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EOT-37797

City of Las Vegas Agenda Item No.: **58.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: MAY 19, 2010

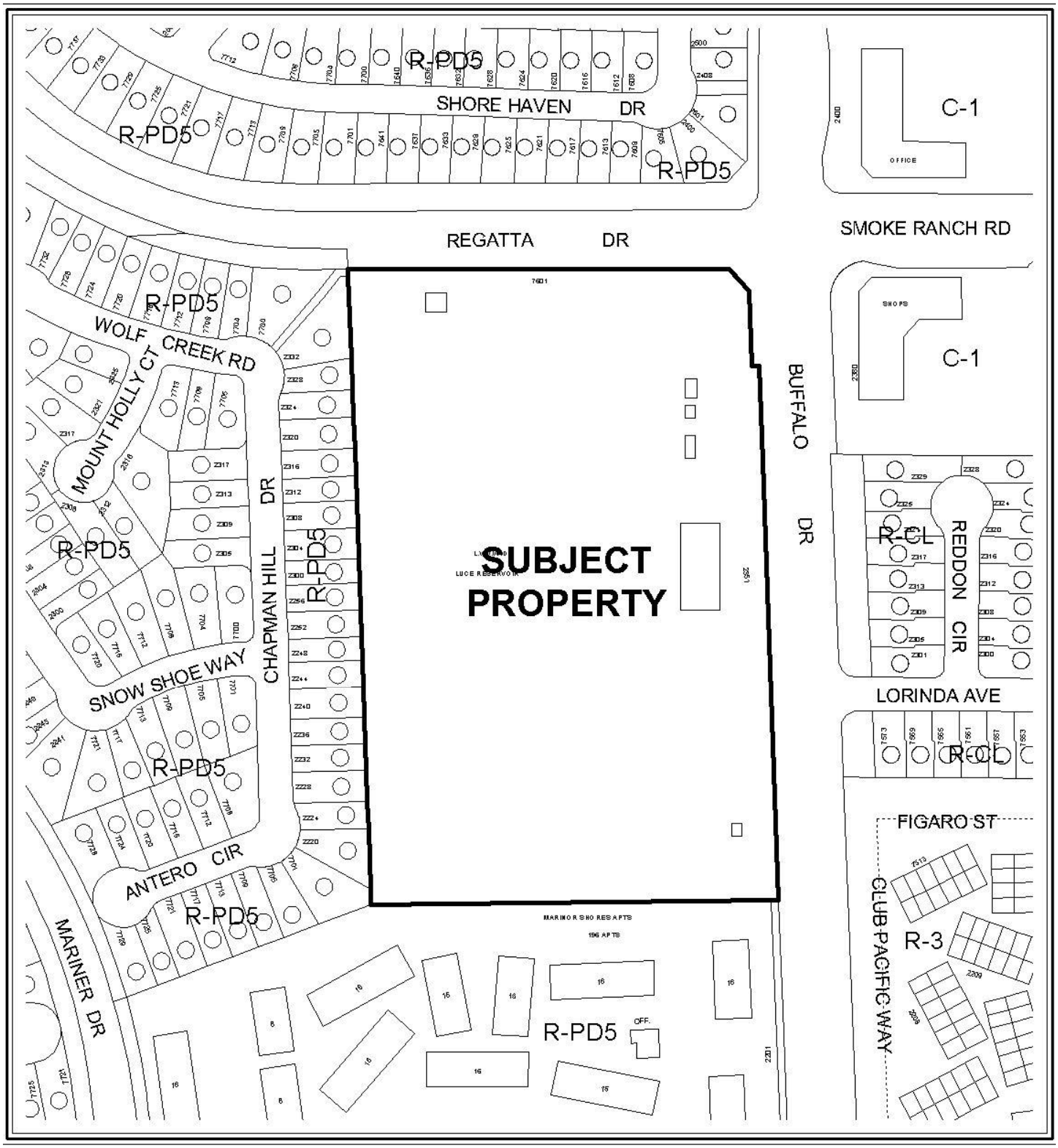
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☒ **Consent** ☐ **Discussion**

SUBJECT:
EOT-37798 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: LAS VEGAS VALLEY WATER DISTRICT - Request for an Extension of Time of a previously approved Site Development Plan Review (SDR-27842) FOR A 675 SQUARE-FOOT UTILITY INSTALLATION on 12.9 acres at 2215 North Buffalo Drive (APN 138-21-501-001), C-V (Civic) Zone, Ward 4 (Anthony). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. City Council Approval Letter for SDR-27842



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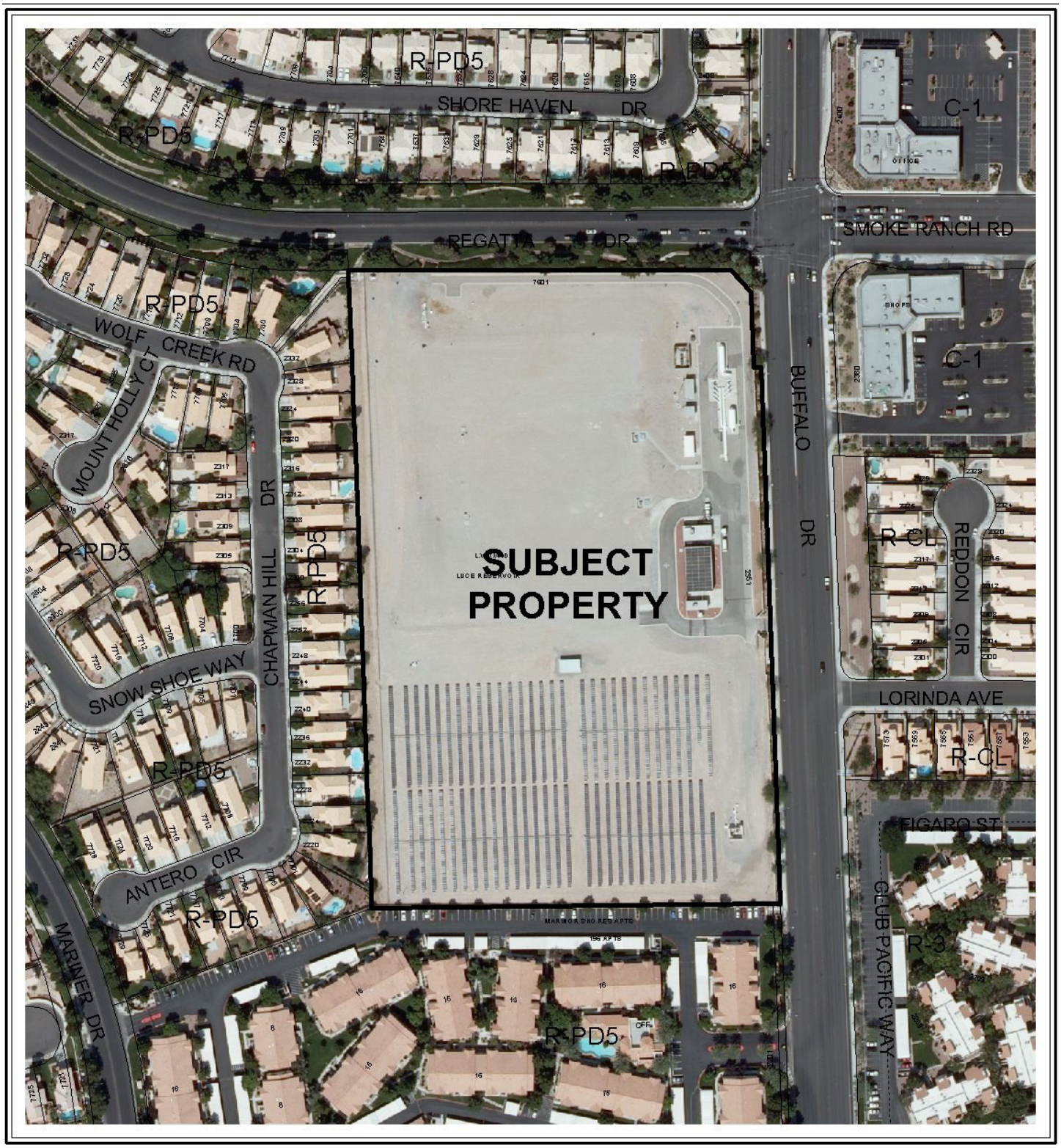
CASE: **EOT-37798**

ZONING OF SUBJECT PROPERTY: C-V (CIVIC)

N



0 200 400 Feet

CASE: **EOT-37798**

ZONING OF SUBJECT PROPERTY: C-V (CIVIC)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 19, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: LAS VEGAS VALLEY WATER DISTRICT

** STAFF RECOMMENDATION(S) **

Staff recommends APPROVAL, subject to conditions:

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-37798	Staff recommends APPROVAL, subject to conditions:	NONE

** CONDITIONS **

EOT-37798 CONDITIONS

Planning and Development

1. This Site Development Plan Review (SDR-27842) shall expire on July 16, 2013 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of the Site Development Plan Review (SDR-27842) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

3. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Staff Report Page One
May 19, 2010 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for an Extension of Time of a previously approved Site Development Plan Review (SDR-27842) for a 675 square-foot Utility Installation within the Las Vegas Valley Water District Reservoir located at 2215 North Buffalo Drive. Though the design phase of the project is almost complete, no plans have been submitted for review nor have building permits been issued for the proposed project. Staff conducted a field inspection of the site on 4/6/10 and found the area clean, neat, and being properly maintained. The applicant is requesting a three-year extension of time due to budget concerns and the current economic conditions in the area. Staff has no objection to the request and recommends approval. If denied, the Site Development Plan Review approval would be allowed to expire.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
06/03/87	The City Council approved a request for Rezoning (Z-0044-87) generally located between Lake Mead Boulevard and Summerlin Parkway west of Rampart Boulevard from N-U (Non-Urban) to PC (Planned Community) for a proposed Planned Community Development. The Planning Commission recommended approval on 05/26/87
07/16/08	The City Council approved a request for a Site Development Plan Review (SDR-27842) for a 675 square-foot Utility Installation on 12.9 acres at 2215 North Buffalo Drive. The Planning Commission recommended approval on 06/12/08.

Related Building Permits/Business Licenses	
10/11/06	A building permit (74068) was issued for grading at 2351 North Buffalo Drive. The permit was finalized on 10/11/06.
02/11/10	A building permit (153588) was issued for fencing at the Water District site at 2351 North Buffalo Drive. The permit has not yet been finalized.

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
04/06/10	Staff conducted a field check of the subject site with the following observations: • The property and surrounding area was clean and neat in appearance. • The landscaping areas appeared to be well maintained.

Details of Application Request	
Site Area	
Gross Acres	12.9

Surrounding Property	*Existing Land Use Per Title 19.04*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Reservoir	PF (Public Facilities)	C-V (Civic)
North	Single Family Dwellings	ML (Medium Low Density Residential)	R-PD5 (Residential Planned Development- 5 Units per Acre)
South	Apartments	M (Medium Density Residential)	R-PD5 (Residential Planned Development- 5 Units per Acre)
East	Single Family Dwellings	ML (Medium Low Density Residential)	R-CL (Single-Family Compact-Lot
	Retail Establishments	SC (Service Commercial)	C-1 (Limited Commercial)
West	Single Family Dwellings	ML (Medium Low Density Residential)	R-PD5 (Residential Planned Development- 5 Units per Acre)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area			
South Shores	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (200 feet)	X		Y

Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		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-27842) for a proposed 675 square-foot Utility Installation within an existing Las Vegas Valley Water District Reservoir. There are currently other facilities previously constructed on the subject site. Though the design phase of the project is almost complete, no plans have been submitted for review nor have building permits been issued for the proposed project. A field check of the subject site was conducted on 4/6/10 and was found to be clean, neat, and being properly maintained.

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-27842) has not met the requirements outlined in Title 19.18.050, as no permits have been issued for the proposed project. The applicant is requesting an extension of time due to budget concerns and the current economic conditions in the area. Staff has no objection to the request and recommends approval with a three-year time limit. Conformance to the conditions of approval of the Site Development Plan Review (SDR-27842) shall be required.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-37798** APN: 138-21-501-001

Name of Property Owner: Patricia Mulroy, General Manager, Las Vegas Valley Water District

Name of Applicant: Shawn P. Mollus, Director of Las Vegas Valley Water District Engineering

Name of Representative: Peter J. Jauch, Engineering Design Manager

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: P Mulroy

Print ~~Name: Patricia Mulroy~~

Subscribed and sworn before me

This 22nd day of March, 2010

JoAn S Wakley

Notary Public in and for said County and State

JOAN S. WAKLEY
Notary Public State of Nevada
No. 08-7913-1
My appt. exp. July 16, 2012

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Site Development Plan Review Extension of Time (SDR-27842)

Project Address (Location) 2357 N. Buffalo Drive

Project Name Cll96, Luce 2635 Zone Pumping Station **Proposed Use** Water Facility

Assessor's Parcel #(s) 138-21-501-001 **Ward #** 4

General Plan: existing _____ proposed _____ **Zoning:** existing CV proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 12.93 acres **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Las Vegas Valley Water District **Contact** Patricia Mulroy

Address 1001 South Valley View Boulevard **Phone:** (702) 258-3100 **Fax:** (702) 258-3268

City Las Vegas **State** Nevada **Zip** 89153

E-mail Address _____

APPLICANT Las Vegas Valley Water District **Contact** Shawn P. Mollus

Address 1001 South Valley View Boulevard **Phone:** (702) 258-3266 **Fax:** (702) 862-7452

City Las Vegas **State** Nevada **Zip** 89153

E-mail Address _____

REPRESENTATIVE Las Vegas Valley Water District **Contact** Peter J. Jauch

Address 1001 South Valley View Boulevard **Phone:** (702) 258-3240 **Fax:** (702) 862-7452

City Las Vegas **State** Nevada **Zip** 89153

E-mail Address _____

Property Owner Signature* P Mulroy

*An authorized agent may sign in lieu of the property owner for ~~Final Maps, Tentative Maps, and~~ Parcel Maps.

Print Name Patricia Mulroy

Subscribed and sworn before me

This 22nd day of March, 20 10.

Joan Swakey

Notary Public in and for said County and State

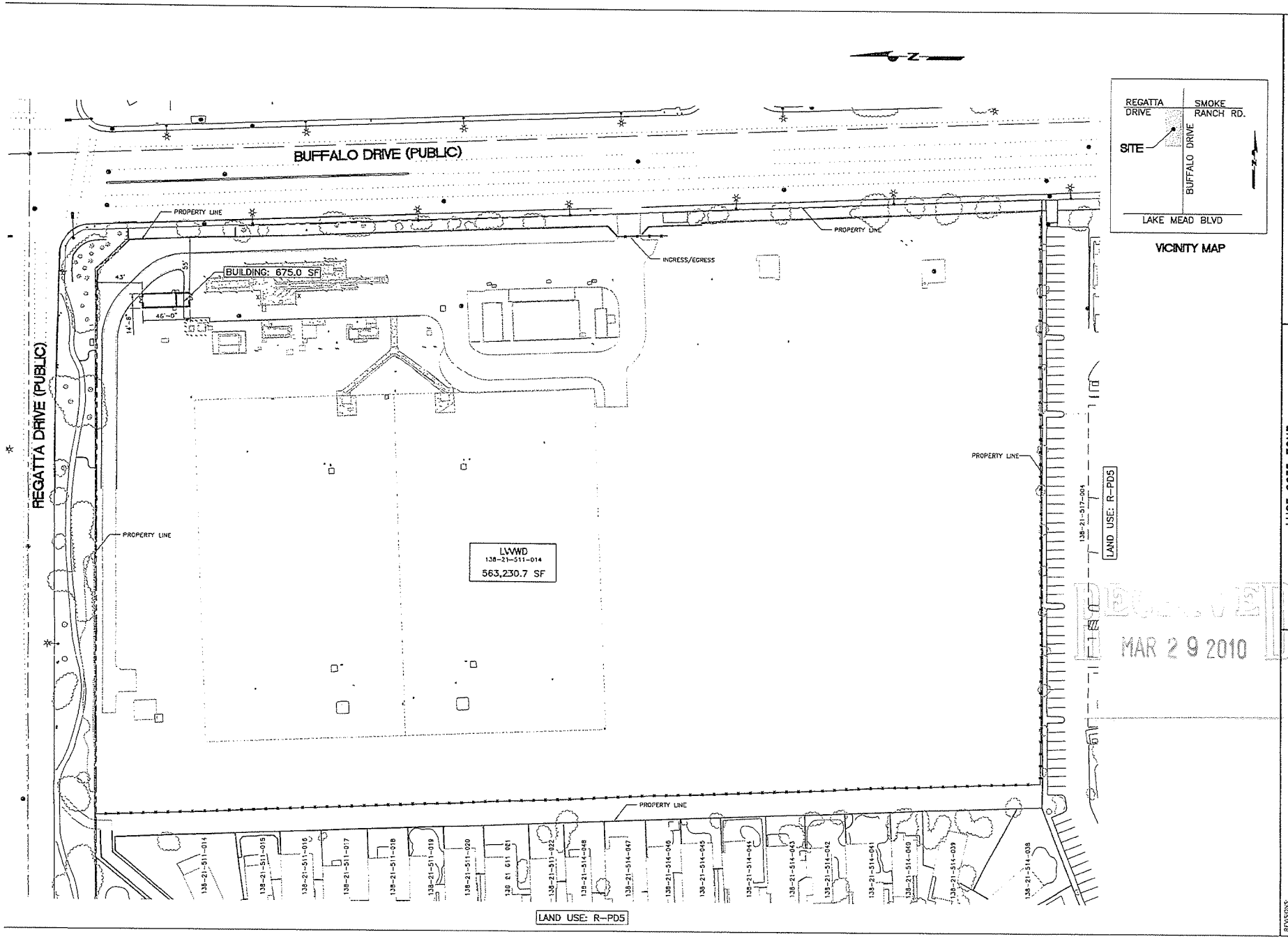
JOANN S. WAKLEY
Notary Public State of Nevada
No. 08-7913-1
My appt. exp. July 16, 2012

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	EOT 37798
Meeting Date:	5.19.10
Total Fee:	$300.—
Date Received:*	3.29.10
Received By:	JFA

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.



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LAS VEGAS VALLEY WATER DISTRICT
1001 S. VALLEY VIEW BOULEVARD
LAS VEGAS, NEVADA 89153

VERIFY SCALE
BAR REPRESENTS ONE AND ONE-HALF INCHES ON ORIGINAL

LUCE 2635 ZONE
PUMPING STATION IMPROVEMENTS

SITE PLAN

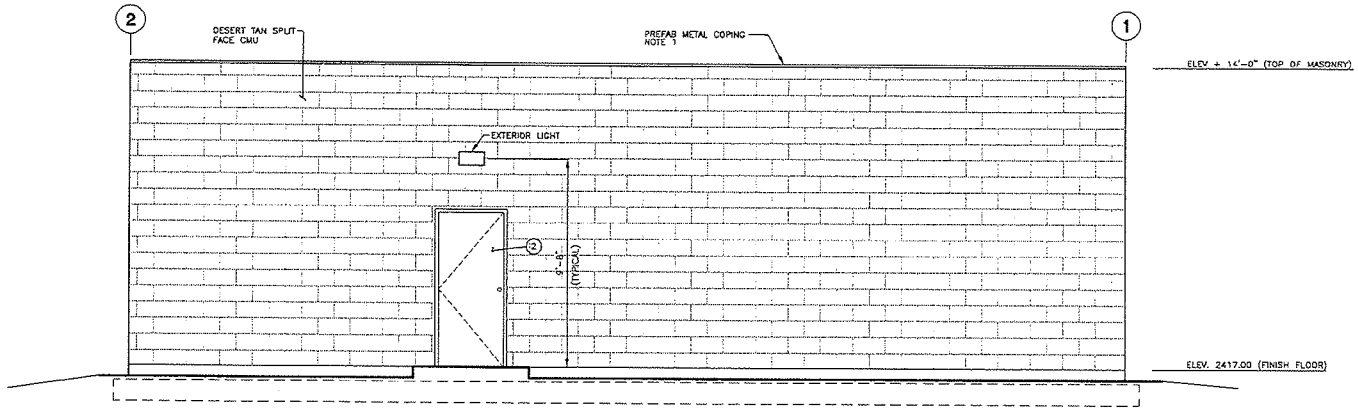
SCALE 1" = 40'

DRAWN BY: M.E.NOLAN
CHECKED BY: R.C.PEARSON
RECOMMENDED BY: RYAN PEARSON DATE
ACCEPTED BY: PETER J. JAUCH DATE

REVISIONS:

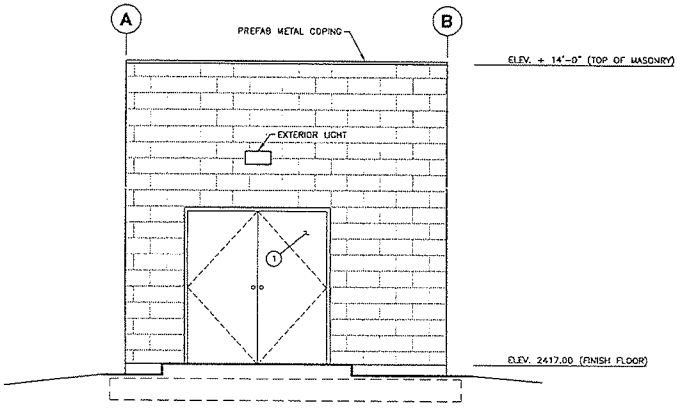
CONTRACT NUMBER
C1196
DRAWING NUMBER X1
SHEET 1 OF 3

EOT-37798

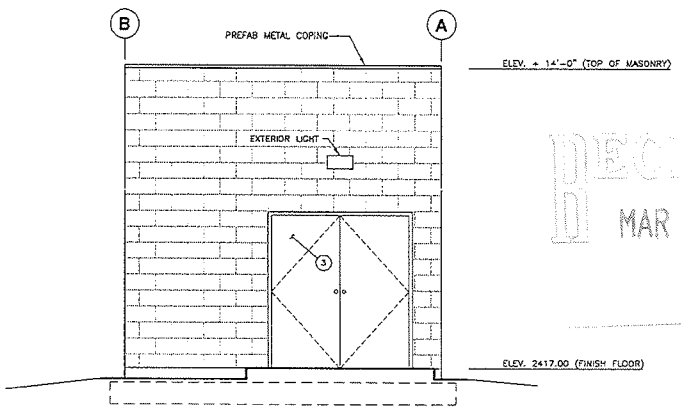


NOTES:
1. PREFAB METAL COPING SHALL BE STUCCO EMBOSSED ALUMINUM AS MANUFACTURED BY W.P. HICKMAN, PERMASTOP COPING; MM SYSTEMS, SNAP-LOK COPING; OR EQUAL.

EAST ELEVATION
SCALE: 3/8"=1'-0"



NORTH ELEVATION
SCALE: 3/8"=1'-0"



SOUTH ELEVATION
SCALE: 3/8"=1'-0"

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MAR 29 2010

LAS VEGAS VALLEY WATER DISTRICT
1001 S. VALLEY VIEW BOULEVARD
LAS VEGAS, NEVADA 89153
(702) 870-2011

VERIFY SCALE
1/2 0 1/2 1
BAR REPRESENTS ONE AND ONE-HALF INCHES ON ORIGINAL

LUCE 2635 ZONE
PUMPING STATION IMPROVEMENTS
ELECTRICAL BUILDING ELEVATIONS

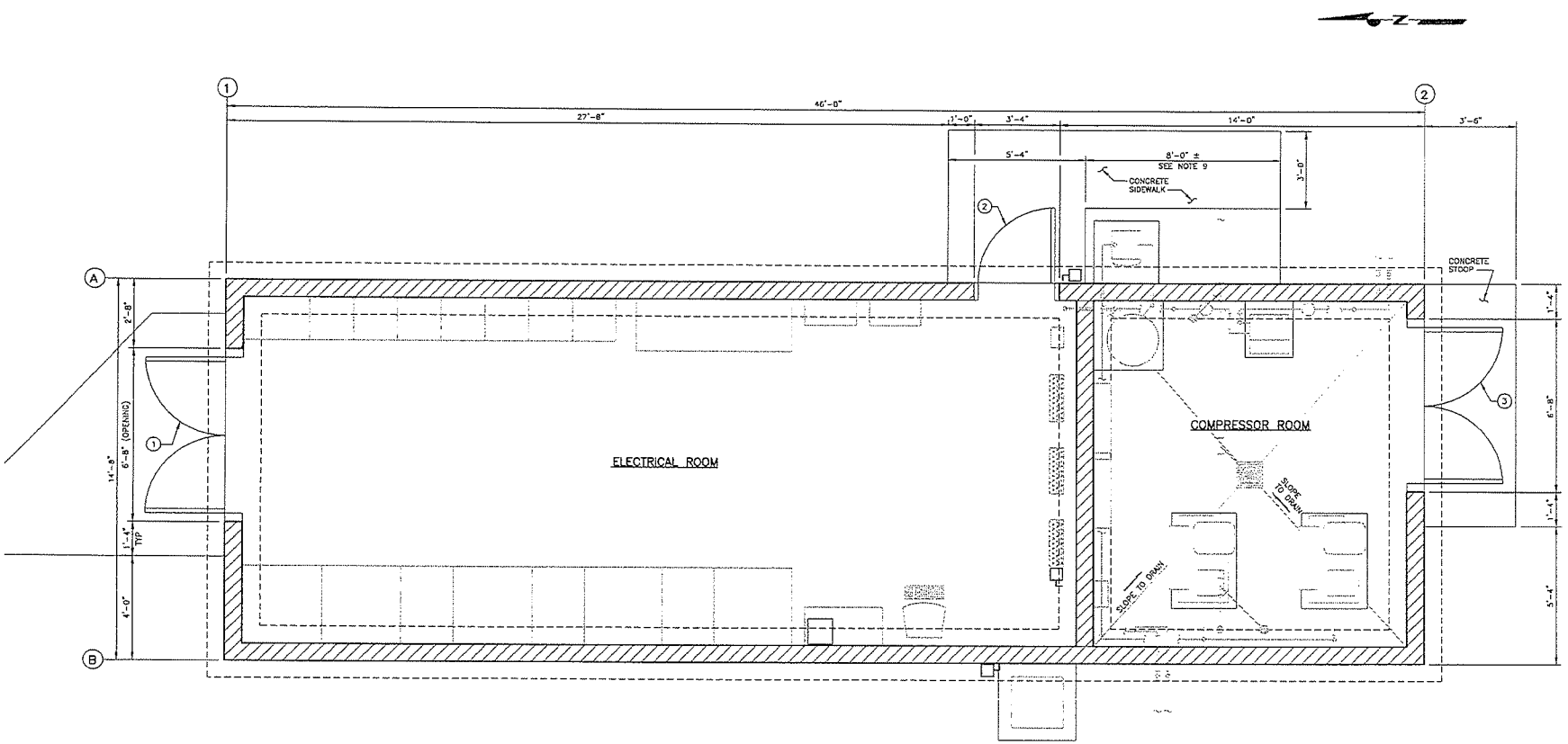
SCALE AS SHOWN

DRAWN BY: J.ARROYO
CHECKED BY: R.C.PEARSON
RECOMMENDED BY: RYAN PEARSON DATE
ACCEPTED BY: PETER J. JAUCH DATE

REVISIONS:

CONTRACT NUMBER
C1196
DRAWING NUMBER X2
SHEET 2 OF 3

EOT-37798



ELECTRICAL BUILDING FLOOR PLAN 1/S1
SCALE: 1/2" = 1'-0"

MAR 2 9 2010

LAS VEGAS VALLEY WATER DISTRICT
1001 S. VALLEY VIEW BOULEVARD
LAS VEGAS, NEVADA 89153
(702) 870-2011

VERIFY SCALE
1/2 0 1/2 1
BAR REPRESENTS ONE AND ONE-HALF INCHES ON ORIGINAL

LUCE 2635 ZONE
PUMPING STATION IMPROVEMENTS
ELECTRICAL BUILDING FLOOR PLAN

SCALE AS SHOWN

DRAWN BY: J.ARROYO
CHECKED BY: R.C.PEARSON
RECOMMENDED BY: RYAN PEARSON DATE
ACCEPTED BY: PETER J. JAUCH DATE

REVISIONS:

CONTRACT NUMBER
C1196
DRAWING NUMBER X3
SHEET 3 OF 3

EOT-37798

LAS VEGAS VALLEY
WATER DISTRICT

1001 South Valley View Boulevard
Las Vegas, NV 89153
(702) 870-2011 • lvvwd.com

March 22, 2010

City of Las Vegas
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

Attention: Planning and Development Department

SUBJECT: CONTRACT NO. C1196 – LUCE 2635 ZONE PUMPING STATION IMPROVEMENTS, EXTENSION OF TIME REQUEST FOR SITE DEVELOPMENT PLAN REVIEW SDR-27842 (JUSTIFICATION)

On July 16, 2008, the City Council approved the above-referenced Site Development Plan Review submitted by the Las Vegas Valley Water District (District) for the construction of improvements at the District's Harvey E. Luce Reservoir site located at 2351 N. Buffalo Drive. The Notice of Final Action was filed with the Las Vegas City Clerk on July 17, 2008. The District has proceeded to design the facility and has placed the project on hold. As of this date, the design is approximately 100 percent complete.

The District respectfully requests a three-year extension of time for the proposed site improvements associated with previously approved SDR-27842. The following points are offered as justification:

- Due to the current economic crisis and budget concerns, this project has been placed on hold.
- The facility consists of specialized components (i.e. electrical equipment, fabricated piping, etc.) that require custom fabrication and, subsequently, a prolonged construction period.

If you have any questions, or require additional information, please contact Ryan Pearson, P.E., Senior Civil Engineer, at (702) 875-7064.

Sincerely,

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MAR 29 2010

Peter J. Jauch, P.E.
Engineering Design Manager
Engineering Design Division

PJJ:RCP:jlg

EOT-37798
05/19/10 CC

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

July 18, 2008

Ms. Patricia Mulroy
Las Vegas Valley Water District
1001 South Valley View Boulevard
Las Vegas, Nevada 89153

RE: SDR-27842 – SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF JULY 16, 2008

Dear Ms. Mulroy:

The City Council at a regular meeting held July 16, 2008 APPROVED the request for a Site Development Plan Review for a 675 SQUARE-FOOT UTILITY INSTALLATION on 12.9 acres at 2215 North Buffalo Drive (APN 138-21-501-001), C-V (Civic) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on July 17, 2008. This approval is subject to:

Planning & Development

1. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

2. All development shall be in conformance with the site plan, landscape plan, and building elevations, date stamped 04/21/08, except as amended by conditions herein.

3. 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.

4. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

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MAR 2 9 2010

EOT-37798

Public Works

5. All existing public improvements, if any, adjacent to this site that may be damaged during construction are to be repaired at the applicant's expense.

6. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing finished floor elevations and drainage patterns for this site prior to submittal of construction plans or the issuance of any building or grading permits, whichever may occur first. Provide and improve all drainageways as recommended.

Sincerely,

Angela Crolli
Senior Deputy City Clerk for
Beverly K. Bridges, CMC, City Clerk

cc: Mr. Shawn P. Mollus
Las Vegas Valley Water District
1001 South Valley View Boulevard
Las Vegas, Nevada 89153

Mr. Peter Jauch
Las Vegas Valley Water District
1001 South Valley View Boulevard
Las Vegas, Nevada 89153

City of Las Vegas Agenda Item No.: **59.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: MAY 19, 2010

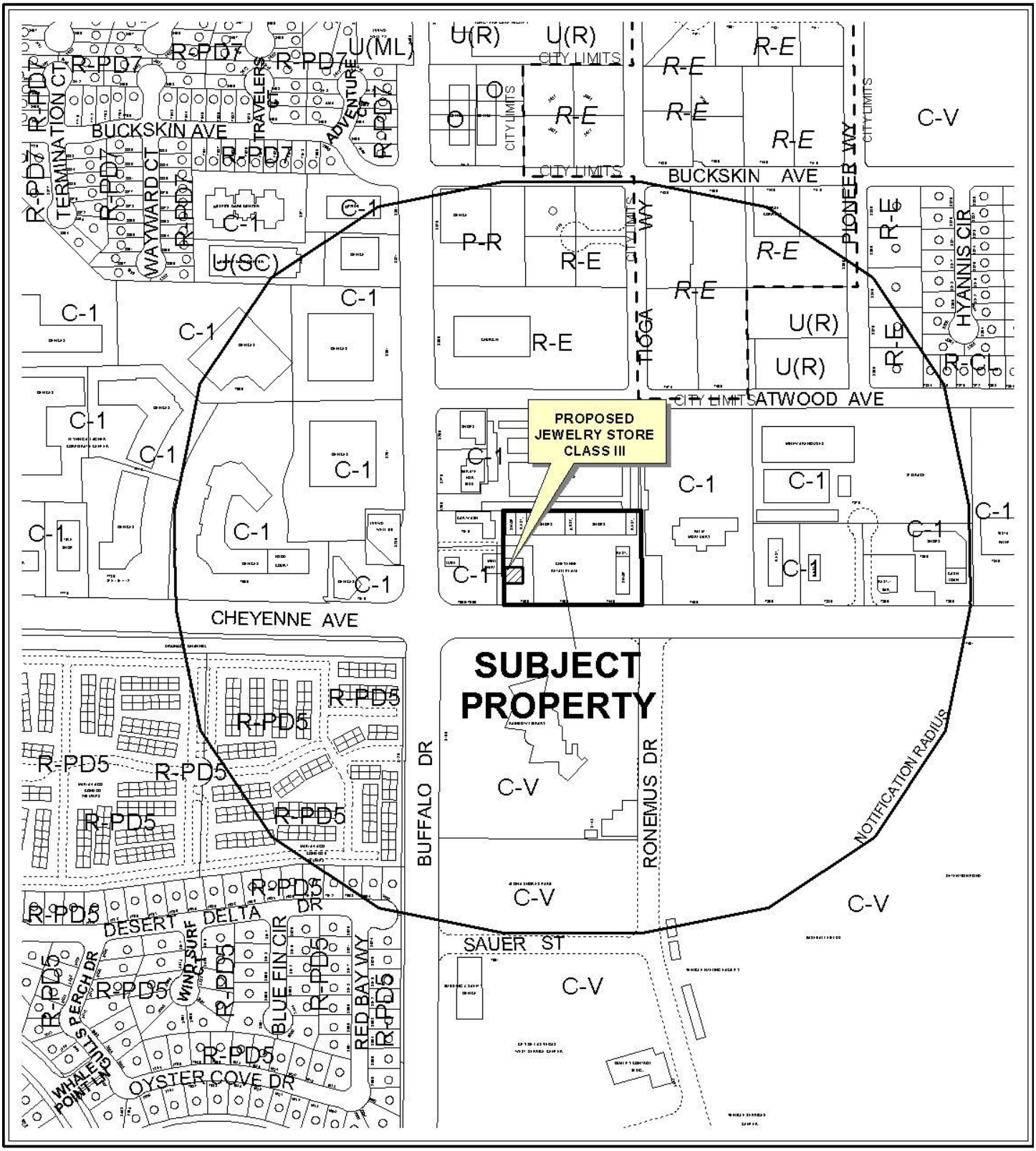
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-37617- SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: RAPID CASH - OWNER: RESORT HOLDINGS I, LLC - Request for a Special Use Permit TO ADD A JEWELRY STORE, CLASS III USE TO AN EXISTING 2,409 SQUARE-FOOT FINANCIAL INSTITUTION, SPECIFIED at 7460 West Cheyenne Avenue, Suite #110 (APN 138-10-413-007), C-1 (Limited Commercial) Zone, Ward 4 (Anthony). The Planning Commission (5-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**5**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (5-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest/Support Postcards
7. Backup referenced from the April 22, 2010 Planning Commission Meeting Item SUP-37617



0 500 1000 Feet

CASE: **SUP-37617**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



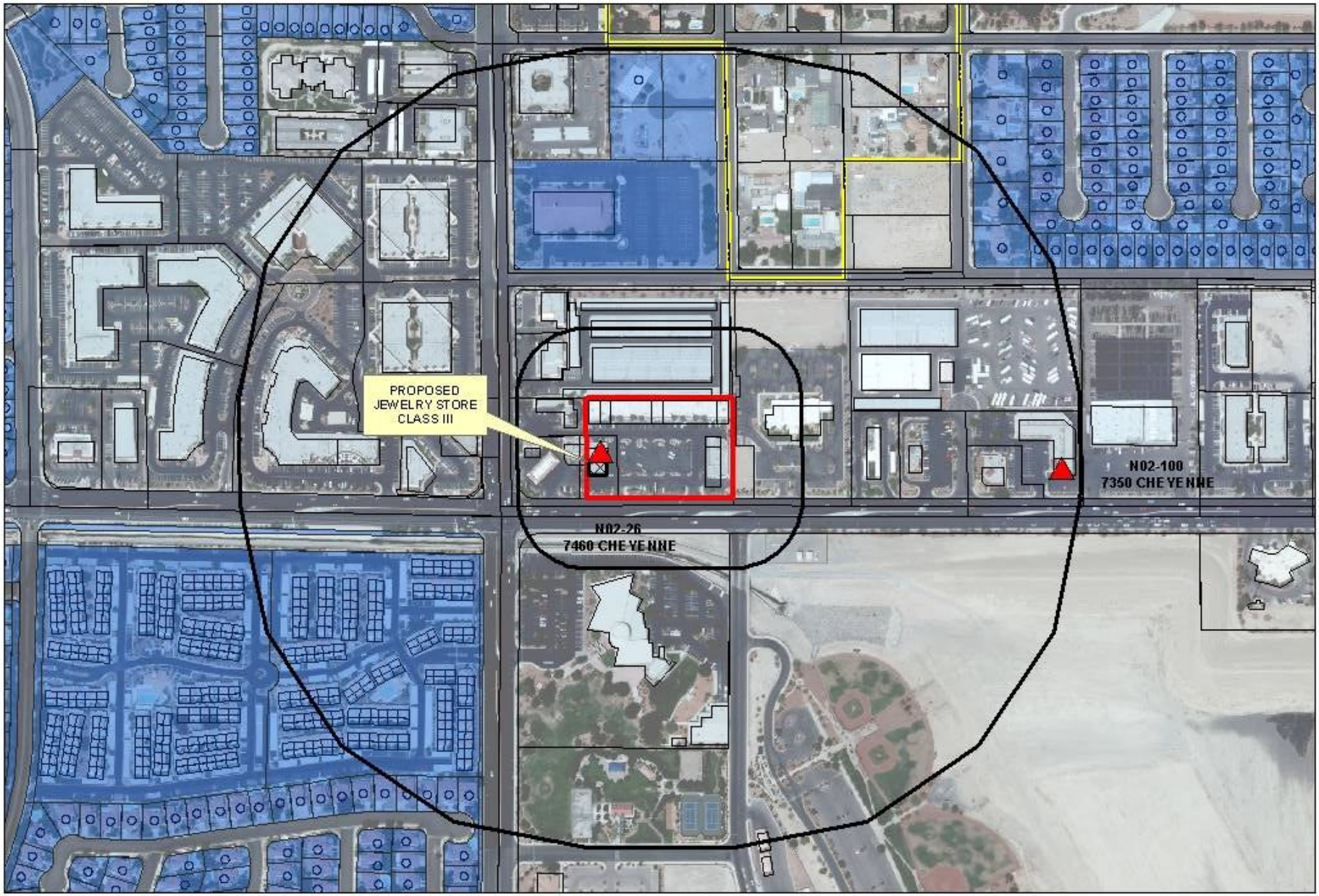
0 500 1000 Feet

CASE: **SUP-37617**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



SUP-37617

Financial Business Locations

Financial Institution, Specified

Pawnshops

Automobile Title Loan

Subject Property

Residential Property

200ft & 1000ft Buffer

0 235 470 940 Feet

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 19, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: RAPID CASH - OWNER: RESORT HOLDINGS I, LLC

** STAFF RECOMMENDATION(S) **

The Planning Commission (5-0 vote) and Staff recommend APPROVAL, subject to conditions:

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-37617	Staff recommends APPROVAL, subject to conditions:	

** CONDITIONS **

SUP-37617 CONDITIONS

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Jewelry Store, Class III use.

2. Conformance to the approved conditions for Special Use Permit (SUP-19121).

3. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit to add a Jewelry Store, Class III use within an existing 2,409 square-foot Auto Title Loan Establishment at 7460 West Cheyenne Avenue, Suite #110. The use will allow the option to buy broken or discarded gold jewelry on premise. There is no resale of the jewelry; it is not a loan, but a purchase of the jewelry for gold. Staff recommends approval of this request, as the proposed use meets all minimum Special Use Permit requirements and can be conducted in a manner that is compatible with the surrounding uses. If denied, the existing Auto Title Loan Establishment would remain as it is.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
07/19/89	The City Council approved the request for reclassification (Z-0061-89) of the property located on the north side of Cheyenne Avenue, between Buffalo Drive and Tenaya Way, From: R-E (Residence Estates) To: C-1 (Limited Commercial). Planning Commission recommended approval, whereas staff recommended denial.
07/13/06	The Planning and Development Department administratively approved a request for a Site Development Plan Review (SDR-13664) for a proposed 3,500 square-foot commercial building on 0.39 acre on the north side of Cheyenne Avenue, approximately 195 feet east of Buffalo Drive.
03/21/07	The City Council approved a request for a Special Use Permit (SUP-19121) for an Auto Title Loan Establishment at 7460 West Cheyenne Ave. The Planning Commission and staff recommended approval.
04/22/10	The Planning Commission (5-0 vote) recommended APPROVAL (PC Agenda Item #11/rg).

Most Recent Change of Ownership	
02/23/06	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
12/15/06	A building permit (#06007386) was issued for a Retail building at 7460 West Cheyenne Avenue. The project was completed on 11/05/07.
09/20/07	A building permit (#92962) was issued for tenant improvement for an Auto Title Loan and Financial Institution, Specified at 7460 West Cheyenne Avenue #110. The project was completed on 02/23/09.

Pre-Application Meeting	
02/25/10	A pre-application meeting with the applicant was held where elements of submitting a Special Use Permit for a Jewelry Store, Class III were discussed. The topics included: • The submittal of application, materials, meeting dates, and deadlines were discussed at the pre-application meeting. • Revision of the site plan indicating the size of building and to include the entire shopping center. A parking analysis of the entire shopping center is required. • Revision of the floor plan because the texts were hard to read. • A Project of Regional Significance form was required upon submittal. • Revision of the justification to include suite number with the address indicated.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
03/18/10	A temporary banner sign posted at the façade of the building over the suite of the proposed use facing Cheyenne Avenue without a permit was observed.

Details of Application Request	
Site Area	
Gross Acres	0.39

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Auto Title Loan Establishment / Retail	SC (Service Commercial)	C-1 (Limited Commercial)
North	Mini Storage Facility	SC (Service Commercial)	C-1 (Limited Commercial)
South	Library (Public)	PF (Public Facility)	C-V (Civic)
East	Mortuary or Funeral Chapel	SC (Service Commercial)	C-1 (Limited Commercial)
West	Convenience Store/Service Station	SC(Service Commercial)	C-1 (Limited Commercial)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (175 feet)	X		Y
Trails	X		Y
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance	X		Y

DEVELOPMENT STANDARDS

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
	Gross Floor Area or Number of Units	***Required***			***Provided***		***Compliance***
			Parking		*Parking*		
Use		***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
Shopping Center	32,500 SF	1:250 SF	138		178		Y
TOTAL SPACES REQUIRED			138		178		Y
TOTAL (With Handicapped)			133	5	170	8	Y

ANALYSIS

This is a request for a Special Use Permit for a Jewelry Store, Class III use within an existing 2,409 square-foot Auto Title Loan Establishment at 7460 West Cheyenne Avenue, Suite #110. A Jewelry Store, Class III use is defined by Title 19.20.020 as a "store which buys and sells scrap precious metals for marketing as a commodity in bar form or in other than jewelry form, or which buys and sells precious metal bars and coins that are sold as a commodity rather than for numismatic purposes. This may include operations similar to a new jewelry store." The proposed use is within the guideline of the permissible use definition. The applicant will buy used jewelry as a way to acquire gold, but no resale of the jewelry is involved.

The subject site contains 178 spaces, which can accommodate the proposed use on the site, where 138 parking spaces are required. The proposed use is compatible with the surrounding uses. Therefore, staff recommends approval.

FINDINGS

In order to approve a Special Use Permit application, per Title 19.18.060 the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The proposed Jewelry Store, Class III use can be conducted in a harmonious and compatible manner with the uses in the existing site and with the commercial uses on adjacent properties.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site is physically suitable for the type and intensity of the proposed. There is adequate amount of parking within the shopping center. The proposed use will be operated in conjunction with the existing business.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   Site access is provided from Cheyenne Avenue, a 100-foot Primary Arterial as designated in the Master Plan of Streets and Highways. This street is adequate in size to meet the requirements of the proposed Jewelry Store, Class III use.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   Approval of the proposed Special Use Permit will not compromise the public health, safety and general welfare, as the use will be subject to regular inspections for business licensing.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The proposed use complies with the minimum Special Use Permit requirements. There are no distance separation requirements for a Jewelry Store, Class III use.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 14

NOTICES MAILED 480 (By City Clerk)

APPROVALS 0

PROTESTS 5

RG

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-37617** APN: 138-10-413-007

Name of Property Owner: Resort Holdings/LLC

Name of Applicant: Rapid Cash

Name of Representative: Rapid Cash

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: ROBERT HASSAN

Subscribed and sworn before me

This 18 day of February, 2010

Brooke Price

Notary Public in and for said County and State

BROOKE LYNN PRICE
NOTARY PUBLIC
STATE OF NEVADA
APPT. NO. 07-1096-1
MY APPT. EXPIRES DEC. 11, 2010

RECEIVED

MAR 09 2010

Revised 11-14-06

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: SUP for Jewelry Store, Class III

Project Address (Location) NEC Buffalo & Cheyenne 7460 W. Cheyenne #110

Project Name Rapid Cash Gold Purchase **Proposed Use** Jewelry StoreClass III

Assessor's Parcel #(s) 138-10-413-007 **Ward #** 4

General Plan: existing NC proposed NC **Zoning:** existing C-1 proposed C-1

Commercial Square Footage na **Floor Area Ratio** na

Gross Acres na **Lots/Units** na **Density** na

Additional Information Existing payday locations will add service of purchasing gold

PROPERTY OWNER Resort Holdings/LLC **Contact**

Address 2801 N. Tenaya Way #C **Phone:** **Fax:**

City Las Vegas **State** NV **Zip** 89128

E-mail Address

APPLICANT Rapid Cash **Contact** Chris Darnell

Address 3527 N Ridge Rd **Phone:** (316) 214-5174 **Fax:**

City Wichita **State** KS **Zip** 67205

E-mail Address ChrisDarnell@speedyinc.com

REPRESENTATIVE Rapid Cash **Contact** Chris Darnell

Address 3527 N Ridge Rd **Phone:** (316) 214-5174 **Fax:**

City Wichita **State** KS **Zip** 67205

E-mail Address ChrisDarnell@speedyinc.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 Resort Holdings LLC, ROBERT HASMAN

Subscribed and sworn before me

This 18 day of February, 2010.

Brooke Price

Notary Public in and for said County and State

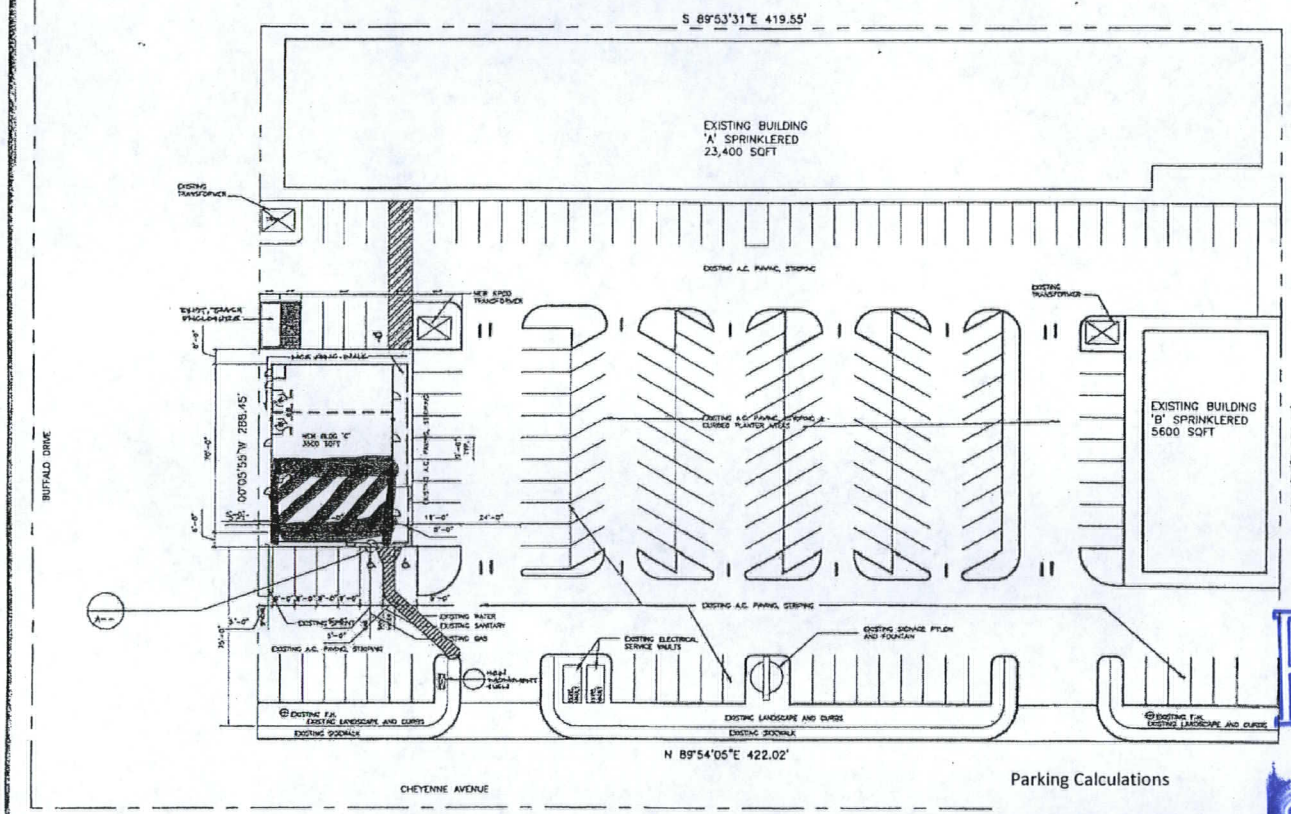
BROOKE LYNN PRICE
NOTARY PUBLIC
STATE OF NEVADA
APPT. NO. 07-1096
MY APPT. EXPIRES DEC. 11, 2010

FOR DEPARTMENT USE ONLY

Case #	SUP-37617
Meeting Date:	4/22/2010
Total Fee:	1030.00
Date Received:*	3/9/2010
Received By:	MREY

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08



SITE PLAN
1" = 20'-0"

PRELIMINARY SITE PLAN

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MAR 17 2010

Parking Calculations

Building "A" 23,400 square feet
Building "B" 5600 square feet
Building "C" 3500 square feet total
(50% of building is Financial Inst. & Class III jewelry)
Total square footage 32,500

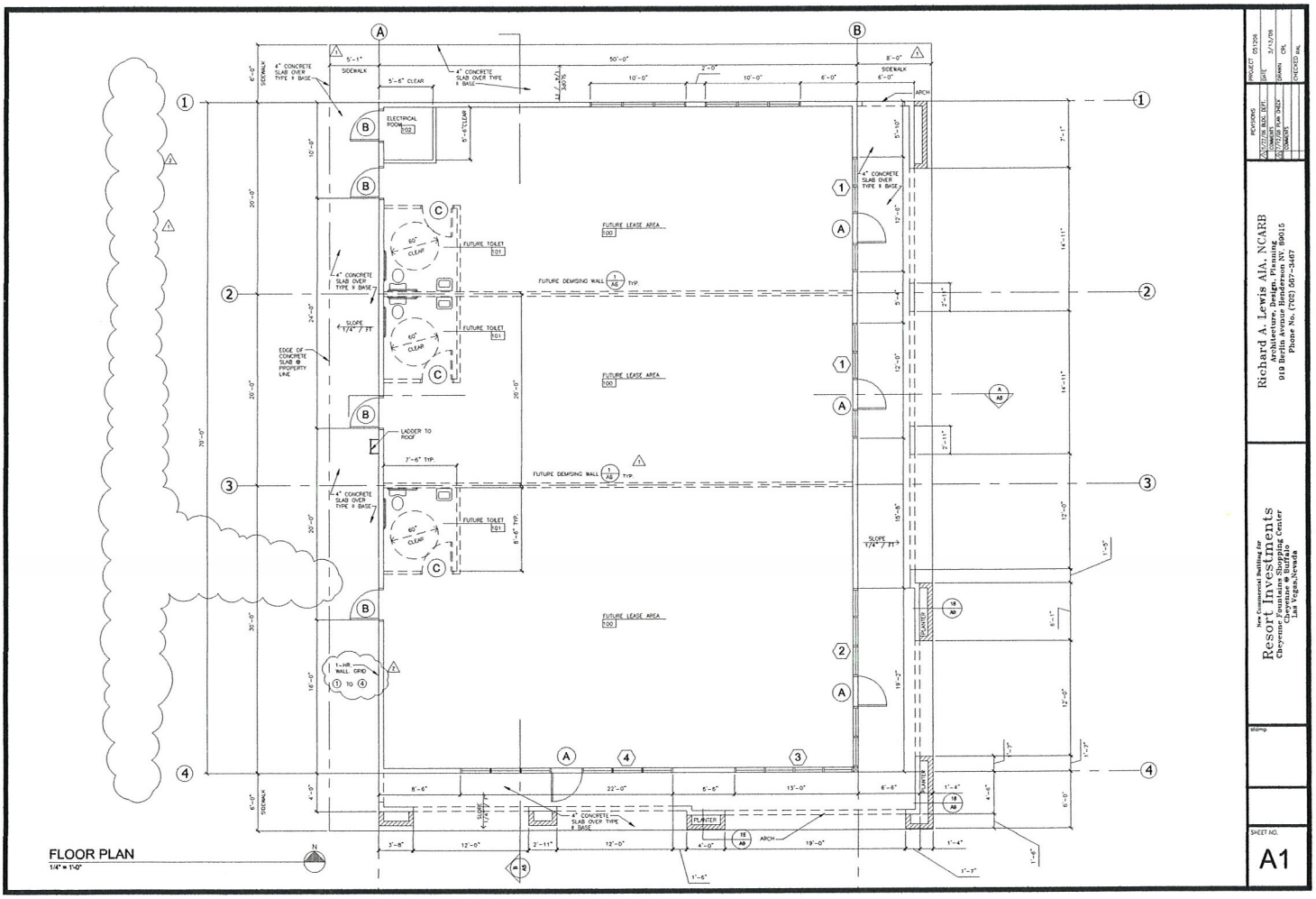
Total Parking required 32,500 /250 =130
Includes 5 required HC
Total Parking Provided =170 standard spaces
Handicap Pkg Provided-8
Total Parking provided 178

Richard A. Lewis AIA, NCARB
Architecture, Design, Planning
919 Berlin Avenue Henderson NV. 89015

Resort Investments
Cheyenne Mountain Shopping Center
Cheyenne @ Buffalo

SHEET NO.
AS1

SUP-37617
REVISED



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MAR 09 2010

SUP-37617
04/22/10 PC



SUP-37617 - APPLICANT: RAPID CASH - OWNER: RESORT HOLDINGS I, LLC
7460 WEST CHEYENNE AVENUE, SUITE #110

03/18/10



SUP-37617 - APPLICANT: RAPID CASH - OWNER: RESORT HOLDINGS I, LLC
7460 WEST CHEYENNE AVENUE, SUITE #110

03/18/10

LA Stewart Consulting
2211 Rampart #130
Las Vegas, NV 89124
(702) 499-6469-Cell
(702) 946-0857-fax

March 9, 2010

City of Las Vegas, Planning & Development
739 South Fourth Street
Las Vegas, NV. 89101

RE: APN 138-10-413-004, 7460 W. Cheyenne

Dear Sir or Madam:

Please accept this letter as our request for a Special Use Permit to allow the existing Rapid Cash Payday & Auto Title Loan store to purchase gold on the premises (jewelry store, class III). Recently there have been several commercials on TV for gold purchase where the customer requests an envelope, places their broken or discarded gold jewelry in the envelope and send it to the company. In turn, the company sends the customer a check for approximately 10-15 cents on the dollar.

Rapid Cash would like to do something similar, only with more control and a better situation for the customer. The customer brings the jewelry to the store where it is weighed. The customer walks away with a check for approximately 50-55 cents on the dollar-5 times more than if they mailed it. Also, the customer has control because they actually hand it over to a person, not a post office. Also, every purchase is reported to Metro on a daily basis.

There is no resale of the jewelry; it is not a loan but a purchase of the jewelry for the gold. It will be an incidental use to the main business and is considered just another service for the customer. In addition, the additional use will have no impact on parking. The parking calculations are as follows:

Parking Calculations

Building "A" 23,400 square feet
Building "B" 5600 square feet
Building "C" 3500 square feet total
(50% of building is Financial Inst. & Class III jewelry)
Total square footage 32,500

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MAR 09 2010

SUP-37617
04/22/10 PC

Total Parking required 32,500 /250 =130
Includes 5 required HC
Total Parking Provided =170 standard spaces
Handicap Pkg Provided-8
Total Parking provided 178

Please contact me with any questions regarding this matter. Thank you for your consideration in this matter.

Yours truly,

Lucy Stewart
LA Stewart Consulting

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MAR 09 2010

SUP-37617
04/22/10 PC

p.1

RECEIVED
CITY CLERK

2010 MAY 11 A 8:02

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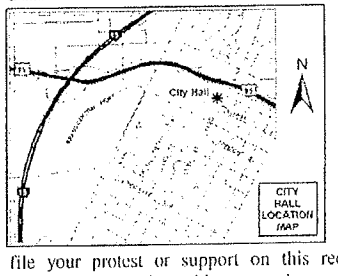
City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to 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-37617

City Council Meeting of 5/19/2010

RYAN STACY
3125 N BUFFALO DR #1104
LAS VEGAS NV 89128-7831

APN#13816517086

CAVDS11 89128

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Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

2010 MAY 11 A 8:40

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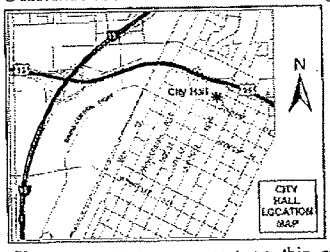

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37617
City Council Meeting of 5/19/2010

DHALIWAL RAJWINDER S & D K
7788 CORONADO ISLAND ST
LAS VEGAS NV 89139-6298

APN#13816517190

CAVDS11 89139

05/11/2010 TUE 07:20 [TX/RX NO 7714] 001

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Planning and Development Department
Case Planning Division
731 South Fourth Street
Las Vegas, Nevada 89101
(702) 229-6301 Phone (702) 385-7268 Fax

SUBJECT: SUP-37617- APPLICANT: RAPID CASH - OWNER: RESORT HOLDINGS I, LLC

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the *APRIL 22, 2010* Planning Commission meeting. All of these items will be placed at the beginning of the agenda. The Chairman of the Planning Commission will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to *Carmen Burney at (702) 385-7268*. If there is no one present at the Planning Commission meeting who wants to discuss this item, you will not be called to the podium to discuss the case. However, you must be present in case any Planning Commissioner or member of the public wants to discuss the item. If you have any questions, please contact my office at (702) 229-6301.

Please sign and date that you have read and agree to the conditions and return to our office by 5:00PM APRIL 21, 2010.

Signature 4/22/10 Date

ROBERT HASMAN
Please Print Name

RESORT HOLDINGS I, LLC
Company Name

Sincerely,

Steve Gebeke
Planning Supervisor
Case Planning Division

RECEIVED
APR 22 2010

Submitted after final agenda
Date 4/22/10 Item 11

[redacted]

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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FIRST CLASS

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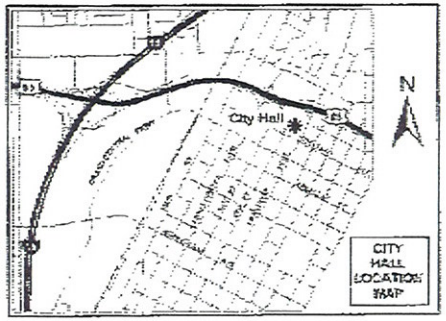

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37617

Planning Commission Meeting of 4/22/2010

Case: SUP-37617

13816517045
TOUSSANT ALBERT
P O BOX 345
TORRENCE CA 90508-0345

RECEIVED
APR 16 2010

Submitted after final agenda
Date 4/19/10 Item III

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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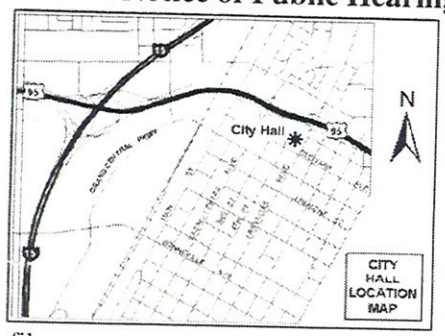

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37617

Planning Commission Meeting of 4/22/2010

Case: SUP-37617

13816517039
JONES CONRAD M & LYDIA SANDEJAS
3220 SNEATH LN
SAN BRUNO CA 94066-2548

APR 19 2010

Submitted after final agenda
Date 4/22/10
Item 11P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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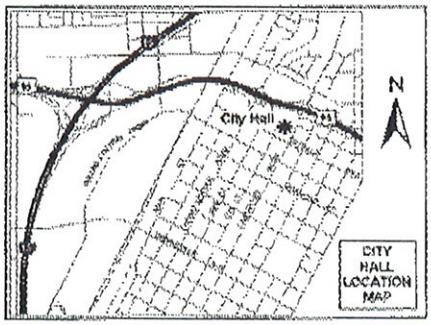

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37617
Planning Commission Meeting of 4/22/2010

We have a local shop of Cheyenne and Rainbow which has served us for several years - we do not need more Thank You

Case: SUP-37617
13810410003
RYNE ROBERT H & BENITA K
3340 N PIONEER WY
LAS VEGAS NV 89129-6206

RECEIVED
APR 16 2010

Submitted after final agenda
Date 4/22PC Item 11P

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Apr 12 10 11:09a Tochikama

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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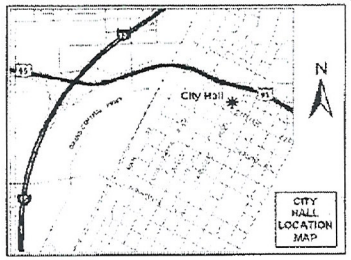
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37617

Planning Commission Meeting of 4/22/2010

Case: SUP-37617

13816517086
RYAN STACY
3125 N BUFFALO DR #1104
LAS VEGAS NV 89128-7831

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APR 12 2010

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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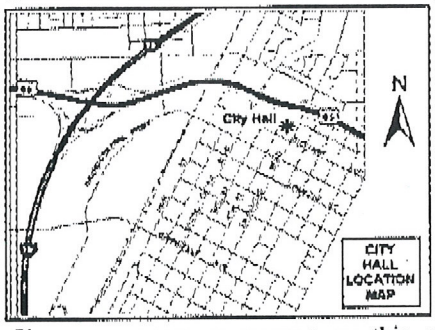
0004279218 APR 09 2010
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37617

Planning Commission Meeting of 4/22/2010

RECEIVED
APR 13 2010

Case: SUP-37617

13816517106
ERTINI MARTIN
4937 LANCASTER DR
LAS VEGAS NV 89120-1448

11P

APR-12-2010(MON) 16:30 ANDES SERVICES (FAX)702 383 8415 P.001/001

City of Las Vegas Agenda Item No.: **60.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: MAY 19, 2010

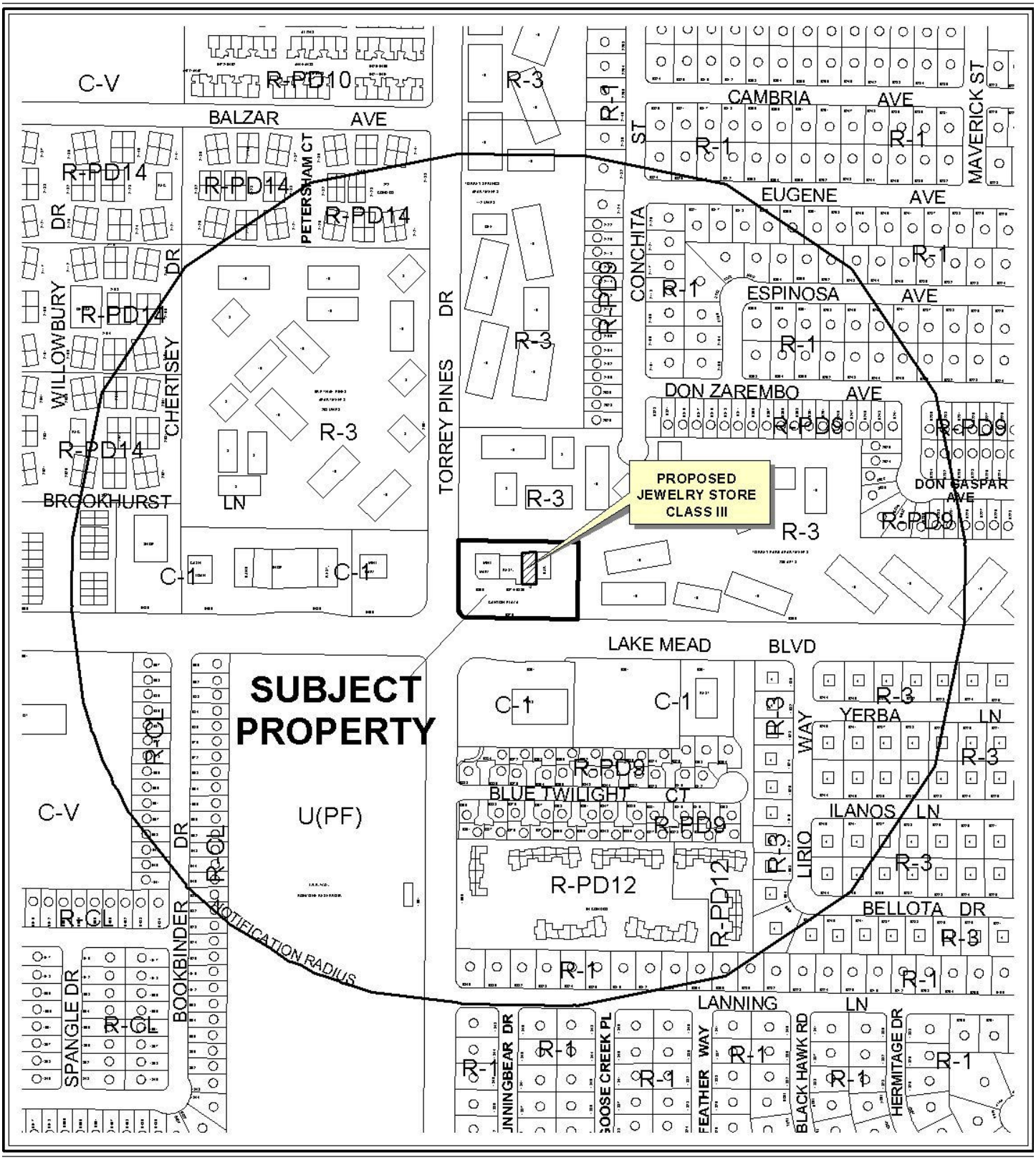
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-37618 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: CHECK CITY - OWNER: FREMONT WEST, LLC - Request for a Special Use Permit TO ADD A JEWELRY STORE, CLASS III USE TO AN EXISTING 2,000 SQUARE-FOOT AUTO TITLE LOAN ESTABLISHMENT at 6378 West Lake Mead Boulevard (APN 138-23-601-003), C-1 (Limited Commercial) Zone, Ward 5 (Barlow). The Planning Commission (5-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**1**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (5-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the April 22, 2010 Planning Commission Meeting Item SUP-37618



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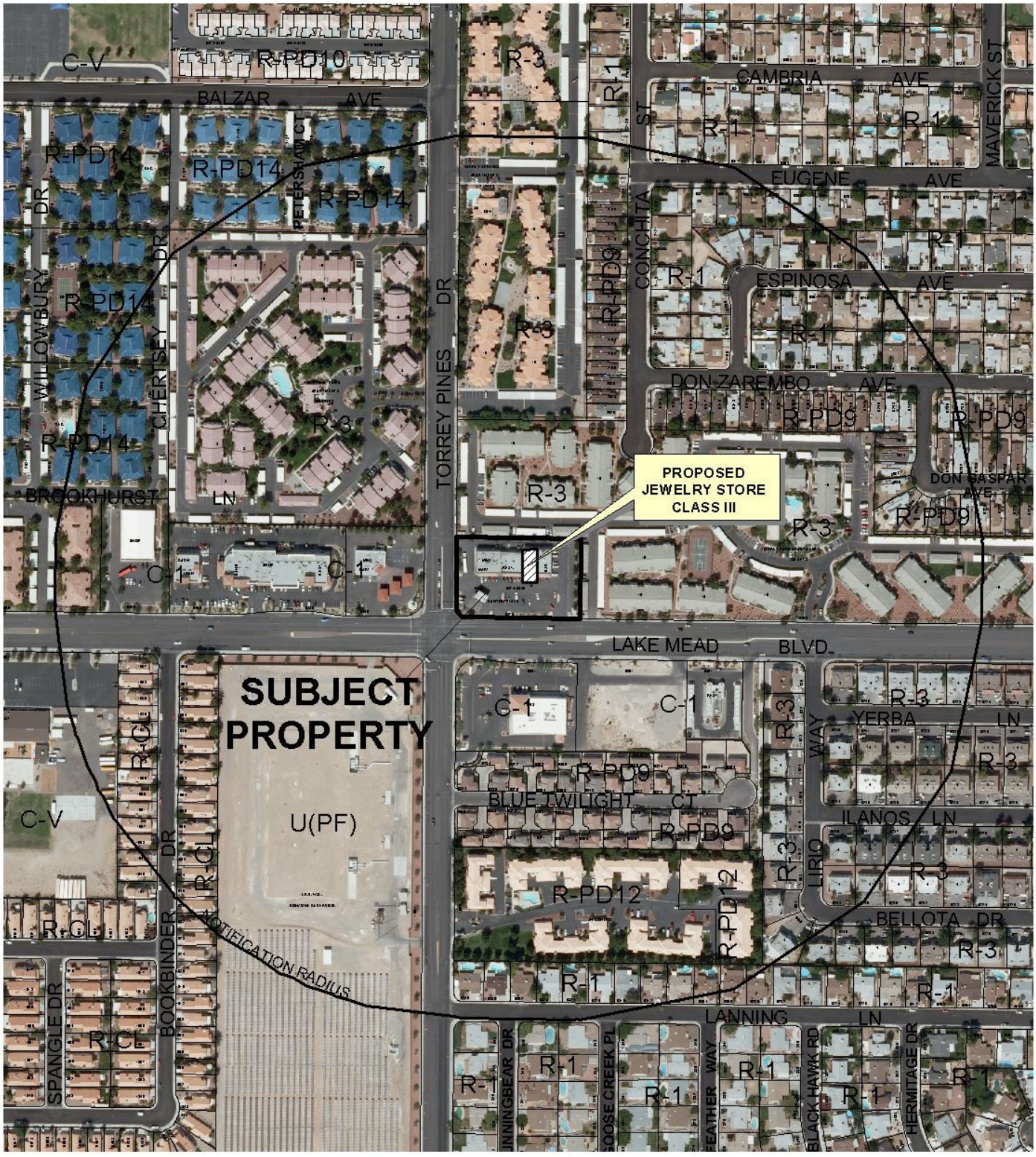
CASE: **SUP-37618**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

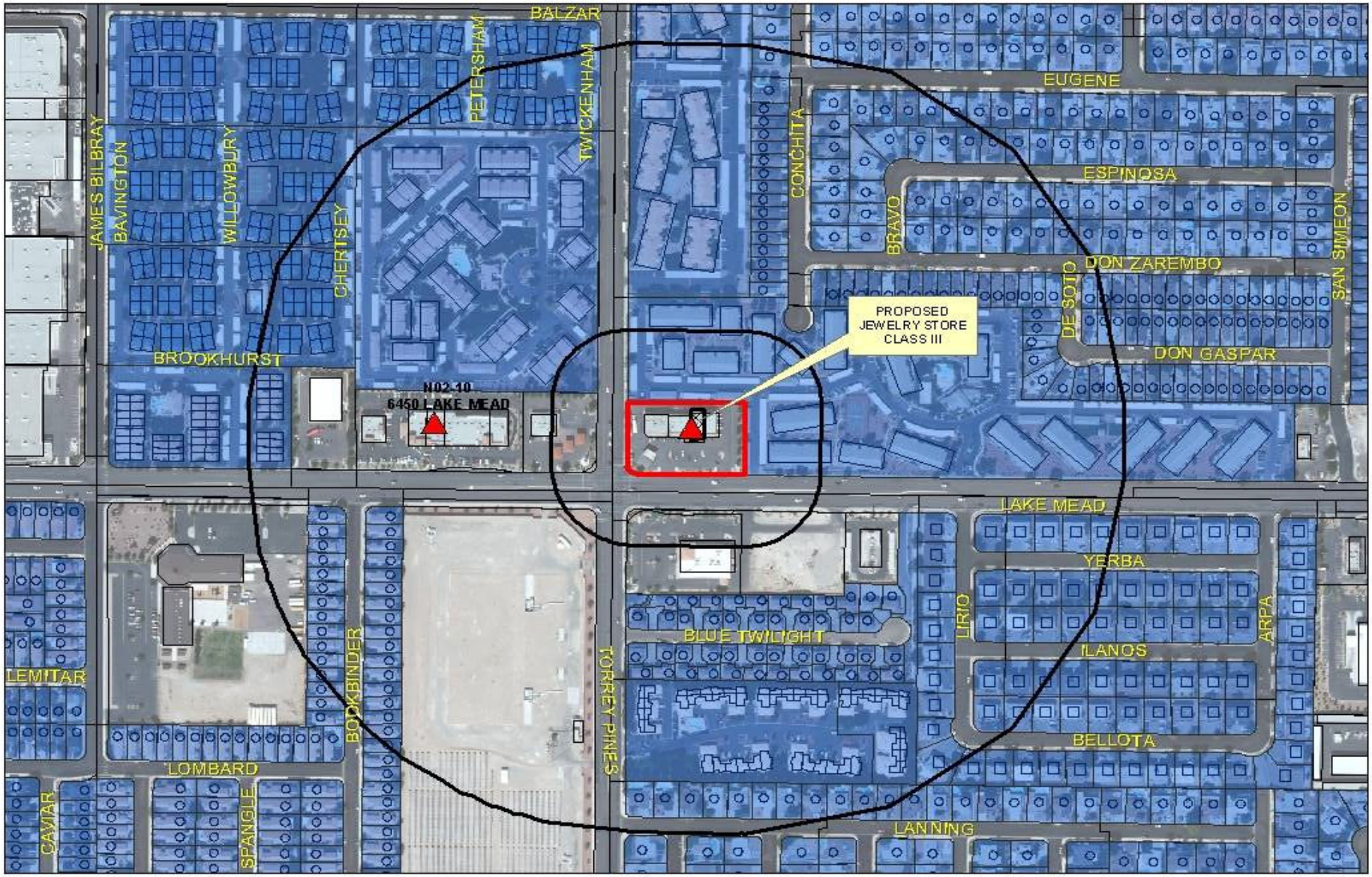
N



CASE: **SUP-37618**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



SUP-37618

Financial Business Locations

- Financial Institution, Specified
- Automobile Title Loan
- Pawnshops
- Subject Property
- Residential Property
- 200ft & 1000ft Buffer

0 225 450 900 Feet

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 19, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: CHECK CITY - OWNER: FREMONT WEST, LLC

** STAFF RECOMMENDATION(S) **

The Planning Commission (5-0 vote) and Staff recommend APPROVAL, subject to conditions:

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-37618	Staff recommends APPROVAL, subject to conditions:	

** CONDITIONS **

SUP-37618 CONDITIONS

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Jewelry Store, Class III 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, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit to add a Jewelry Store, Class III use within an existing 2,000 square-foot Auto Title Establishment at 6378 West Lake Mead Boulevard. The use will allow the option to buy broken or discarded gold jewelry on premise. There is no resale of the jewelry; it is not a loan, but a purchase of the jewelry for gold. Staff recommends approval of this request as the proposed use meets all minimum Special Use Permit requirements, and can be conducted in a manner that is compatible with the surrounding uses. If denied, the existing Auto Title Loan would remain as it is.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
12/03/75	The City Council approved a request for Reclassification of Property (Z-0049-75) from R-E (Residence Estates) to R-1 (Single Family Residential), R-PD8 (Residential Planned Development/ 8 du/ac), R-PD9 (Residential Planned Development - 9 Units Per Acre), R-3 (Medium Density Residential) C-1 (Limited Commercial) of the property generally bounded by Jones Boulevard on the east, Smoke Ranch Road on the north, Lake Mead Boulevard on the south, and Torrey Pines Drive on the west. The Planning Commission recommended approval.
04/26/90	The Board of Zoning Adjustment approved a request for a Variance (V-0035-90) to allow 97 parking spaces in a shopping center where the proposed uses require 106 parking spaces, on the property located on the northeast corner of Lake Mead Boulevard and Torrey Pines Drive. Planning staff recommended denial.
04/22/10	The Planning Commission (5-0 vote) recommended APPROVAL (PC Agenda Item #12/rg).

Most Recent Change of Ownership	
07/10/89	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
03/19/91	A building permit (#91110906) was issued for a shell building at 6370 West Lake Mead Boulevard. The project was completed on 10/01/91.
08/27/91	A building permit (#91117879) was issued for a Tenant Improvement for an Office Other than listed at 6378 West Lake Mead Boulevard. The project was completed on 08/28/91.

07/13/99	A building permit (#99013543) was issued for a Financial Institution, Specified at 6378 West Lake Mead Boulevard. The project was completed on 09/17/99.
09/21/99	A business license (C21-00051) was issued for a Check Cashing Service at 6378 West Lake Mead Boulevard. The license has been reclassified to N02-00107 and marked out as of 08/05/09.
04/17/09	A business license (W10-00280) was issued for Wire Transfer Service at 6378 West Lake Mead Boulevard. The license is still active.
09/10/09	A business license (N02-00107) was issued for a Non-Depository Lender at 6378 West Lake Mead Boulevard. The license is still active.

Pre-Application Meeting	
02/25/10	A pre-application meeting with the applicant was held where elements of submitting a Special Use Permit for a Jewelry Store, Class III were discussed. The topics included: • The submittal of application materials, meeting dates, and deadlines were discussed at the pre-application meeting. • Revision to site plan indicating the size of the building, addition of parking requirements. • Revise address to 6378 West Lake Mead Boulevard.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
03/18/10	During a routine site inspection performed by staff, the subject property was noted as a well maintained commercial development.

Details of Application Request	
Site Area	
Net Acres	1.37

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
North	Apartments	M (Medium Density Residential)	R-3 (Medium Density Residential)

South	General Retail	SC (Service Commercial)	C-1 (Limited Commercial)
East	Apartments	M (Medium Density Residential)	R-3 (Medium Density Residential)
West	Convenience Store/ Service Station	SC (Service Commercial)	C-1 (Limited Commercial)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District	X		Y
Trails	X		Y
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
		Required			***Provided***		***Compliance***
			Parking		*Parking*		
Use	***Gross Floor Area or Number of Units***	***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
Jewelry Store, Class III	2,000 SF	1:175 SF	12				Y
Convenience Store	3,060 SF	1:250 SF*	13				Y
Restaurant	67 SF waiting area 933 SF remaining	1:50 SF 1:200 SF	5 2				Y
Tavern	2,940 SF public area 1,100 SF remaining	1:50SF 1:200 SF	59 6				Y
TOTAL SPACES REQUIRED			97		99		Y
TOTAL (With Handicapped)			93	4	96	3	N

**The parking ratio is based on the original site plan built for this site. The current use of this suite has existed since 1990.*

RG

ANALYSIS

This is a request for a Special Use Permit for a Jewelry Store, Class III use within an existing 2,000 square-foot Auto Title Loan Establishment at 6378 West Lake Mead Boulevard. A Jewelry Store, Class III use is defined by Title 19.20.020 as a "store which buys and sells scrap precious metals for marketing as a commodity in bar form or in other than jewelry form, or which buys and sells precious metal bars and coins that are sold as a commodity rather than for numismatic purposes. This may include operations similar to a new jewelry store." The proposed use is within the guideline of the permissible use definition. The applicant will buy used jewelry as a way to acquire gold, but no resale of jewelry is involved.

The parking requirement for the existing Auto Title Loan Establishment is one space per 250 square feet. The proposed Jewelry Store, Class III use has a more intense parking requirement of one space per 175 square feet, which the existing location can meet. The subject site contains 99 spaces, which can accommodate the proposed use on the site, where 97 parking spaces are required. Therefore, staff recommends approval.

FINDINGS (SUP-37618)

In order to approve a Special Use Permit application, per Title 19.18.060 the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The proposed Jewelry Store, Class III use can be conducted in a harmonious and compatible manner with the uses in the existing site and with the commercial uses on adjacent properties.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site is physically suitable for the type and intensity of the proposed use. The retail center provides 99 parking spaces, while the required parking is 97 spaces.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   Site access is provided from Lake Mead Boulevard, a 100-foot Primary Arterial and Torrey Pines Drive, an 80-foot Secondary Collector as designated in the Master Plan of Streets and Highways. These streets provide adequate capacity to meet the requirements of the proposed Jewelry Store, Class III use.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   The proposed use is consistent with the General Plan and will be subject to state and City of Las Vegas business and licensing requirements and will be monitored to ensure public safety and welfare is protected.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The proposed store complies with the Minimum Special Use Permit requirements for the use. There are no distance separation requirements for a Jewelry Store, Class III use.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 14

NOTICES MAILED 537 (By City Clerk)

APPROVALS 2

PROTESTS 1

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-37618** APN: 138-23-601-003 — a portion of

Name of Property Owner: Fremont West, L.L.C.

Name of Applicant: Check City

Name of Representative: Check City

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: _____

RECEIVED
MAR 09 2010

Signature of Property Owner: By: _____
Its: Manager
Print Name: Barry W. Becker

Subscribed and sworn before me

This 17 day of February, 2010

Bunny J. Reiman
Notary Public in and for said County and State

NOTARY PUBLIC
BUNNY J. REIMAN
STATE OF NEVADA - COUNTY OF CLARK
MY APPOINTMENT EXP. APRIL 25, 2012
No: 08-6529-1

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: SUP for Class III Jewelry

Project Address (Location) 6378 - 6382 W. Lake Mead, 89108

Project Name Check City **Proposed Use** Class III Jewelry

Assessor's Parcel #(s) 138-23-601-003 - a portion of **Ward #** _____

General Plan: existing NC proposed NC **Zoning:** existing C-1 proposed C-1

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information Adding use of gold purchase to existing financial institution

PROPERTY OWNER Fremont West, L.L.C. **Contact** Barry W. Becker

Address 50 S. Jones #100 **Phone:** 878-1903 **Fax:** 878-1905

City Las Vegas **State** NV **Zip** 89107

E-mail Address _____

APPLICANT Check City **Contact** Jim Marchesi

Address 2640 Crimson Canyon **Phone:** (702) 258-8888 **Fax:** _____

City Las Vegas **State** nv **Zip** 89128

E-mail Address jtskee@aol.com

REPRESENTATIVE Check City **Contact** Jim Marchesi

Address 2640 Crimson Canyon **Phone:** (702) 258-8888 **Fax:** _____

City Las Vegas **State** NV **Zip** 89128

E-mail Address _____

Property Owner Signature* By: _____
Its: Manager

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Barry W. Becker

Subscribed and sworn before me

This 17 day of February, 20 10.

Bunny J. Reiman

Notary Public in and for said County and State

NOTARY PUBLIC
BUNNY J. REIMAN
STATE OF NEVADA - COUNTY OF CLARK
MY APPOINTMENT EXP. APRIL 25, 2012
No: 08-6529-1

FOR DEPARTMENT USE ONLY

Case #	SUP-37628
Meeting Date:	4/22/2010
Total Fee:	1030
Date Received:*	3/9/2010
Received By:	MREC

*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.

CANYON PLAZA

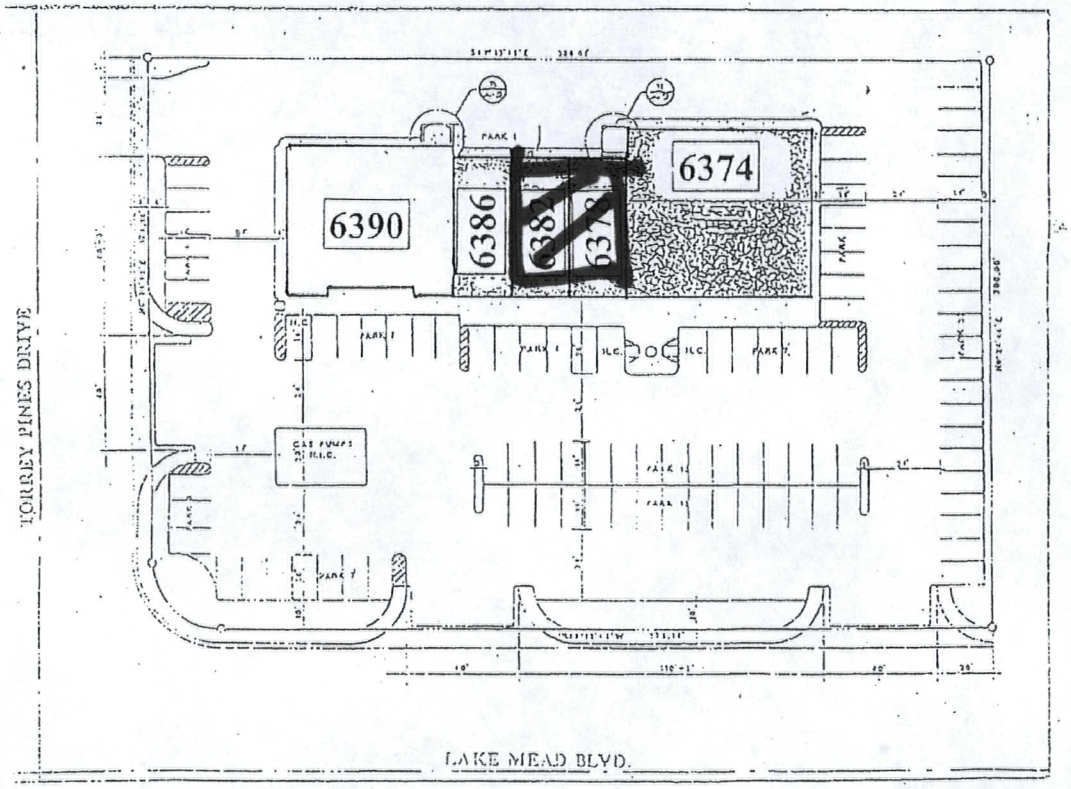
Northeast corner of Lake Mead Boulevard
and Torrey Pines Boulevard

NEC Lake Mead & Torrey Pines

Parking Required

Convenience Store
3,060 Square feet /250=13
Mr. Eats Take-out Pizza
933 square feet/200=5
67 square feet/50=2
(public area)
Check City, class III
2000 square feet/175=12
Torrey Pines Tavern
4040 total square feet/
2940 public area/50=59
1100 back of house/200=6

Total Required -97 spaces
Total provided- 99 spaces



1 site plan

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MAR 23 2010

SUP-37618
REVISED



SUP-37618 - APPLICANT: CHECK CITY - OWNER: FREMONT WEST, LLC
6378 WEST LAKE MEAD BOULEVARD

03/18/10



SUP-37618 - APPLICANT: CHECK CITY - OWNER: FREMONT WEST, LLC
6378 WEST LAKE MEAD BOULEVARD

03/18/10

LA Stewart Consulting
2211 Rampart #130
Las Vegas, NV 89124
(702) 499-6469-Cell
(702) 946-0857-fax

March 23, 2010

Romeo Gumarang, Planner I
City of Las Vegas, Planning & Development
739 South Fourth Street
Las Vegas, NV. 89101

RE: APN 138-23-601-003, 6378 W. Lake Mead (@ Torrey Pines)

Dear Mr. Gumarang:

Please accept this letter as our request for a Special Use Permit to allow the existing Check City Payday & Auto Title Loan store to purchase gold on the premises. Recently there have been several commercials on TV for gold purchase where the customer requests an envelope, places their broken or discarded gold jewelry in the envelope and send it to the company. In turn, the company sends the customer a check for approximately 10-15 cents on the dollar.

Check City would like to do something similar, only with more controls and a better situation for the customer. The customer brings the jewelry to the store and it is weighed and the customer walks away with a check for approximately 60-65 cents on the dollar-5 times more than if they mailed it. Also, the customer has control because they actually hand it over to a person, not a post office. In addition, it is held for 30 days so if the customer changes their mind they can return and get their jewelry back. Also, every purchase is reported to Metro on a daily basis. There is no resale of the jewelry, it is not a loan but a purchase of the jewelry for the gold. It will be an incidental use to the main business and considered just another service for the customer.

Below are the parking calculations for the site:

RECEIVED
MAR 23 2010

Parking Required

Convenience Store

SUP-37618
REVISED

3,060 Square feet /250=13

Mr. Eats Take out Pizza

933 square feet/200=5

67 square feet/50=2

(public area)

Check City, class III

2000 square feet/175=12

Torrey Pines Tavern

4040 total square feet/

2940 public area/50=59

1100 back of house/200=6

Total Required -97 spaces

Total provided- 99 spaces

Please contact me with any questions regarding this matter. Thank you for your consideration in this matter.

Yours truly,

Lucy Stewart

LA Stewart Consulting

RECEIVED
MAR 23 2010

SUP-37618
REVISED

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Planning and Development Department
Case Planning Division
731 South Fourth Street
Las Vegas, Nevada 89101
(702) 229-6301 Phone (702) 385-7268 Fax

SUBJECT: **SUP-37618 - APPLICANT: CHECK CITY - OWNER: FREMONT WEST, LLC**

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***APRIL 22, 2010*** Planning Commission meeting. All of these items will be placed at the beginning of the agenda. The Chairman of the Planning Commission will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to ***Carman Burney at (702) 385-7268***. If there is no one present at the Planning Commission meeting who wants to discuss this item, you will not be called to the podium to discuss the case. However, you must be present in case any Planning Commissioner or member of the public wants to discuss the item. If you have any questions, please contact my office at (702) 229-6301.

Please sign and date that you have read and agree to the conditions and return to our office by 5:00PM APRIL 21, 2010.

Signature 4/21/10 Date

James Marchesi
Please Print Name

Check City
Company Name

Sincerely,

Steve Gebeke
Planning Supervisor
Case Planning Division

RECEIVED
APR 21 2010

Submitted after final agenda
Date 4/21/10 Item 12

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
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0004279218
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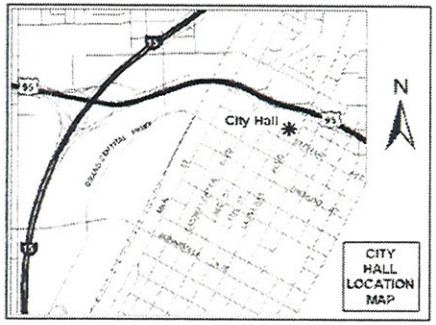
APR 09 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37618

Planning Commission Meeting of 4/22/2010

Case: SUP-37618

13823214098
KHAN HAROON
3417 ANDREW DR
BRYANT AR 72022-9097

APR 19 2010

Submitted after final agenda
Date 4/22 PC
Item 12

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
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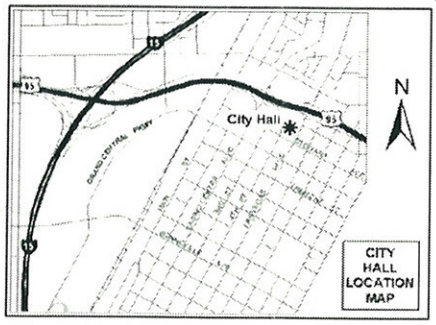
APR 09 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



NV LAS VEGAS NV 890 04-10-10

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

Case: SUP-37618

13823212035
HUPP ERIC L & CAROLE A
207 SHAGBARK DR
WESTERVILLE OH 43081-4532

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37618
Planning Commission Meeting of 4/22/2010

RECEIVED
APR 22 2010

Submitted after final agenda

Date 4/22/10 Item 12

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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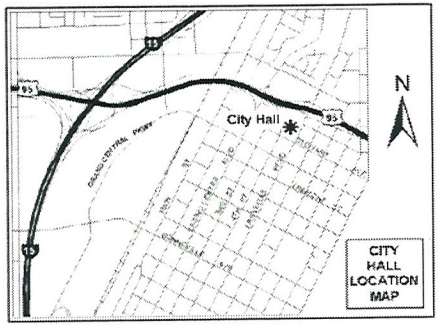
MAILED FROM ZIP CODE 89101

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-37618

Planning Commission Meeting of 4/22/2010

Case: SUP-37618

13823211023
GUTHRIE WALTER K
2141 TWICKENHAM PL #C
LAS VEGAS NV 89108-3461

RECEIVED
APR 13 2010

12p

City of Las Vegas Agenda Item No.: **61.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: MAY 19, 2010

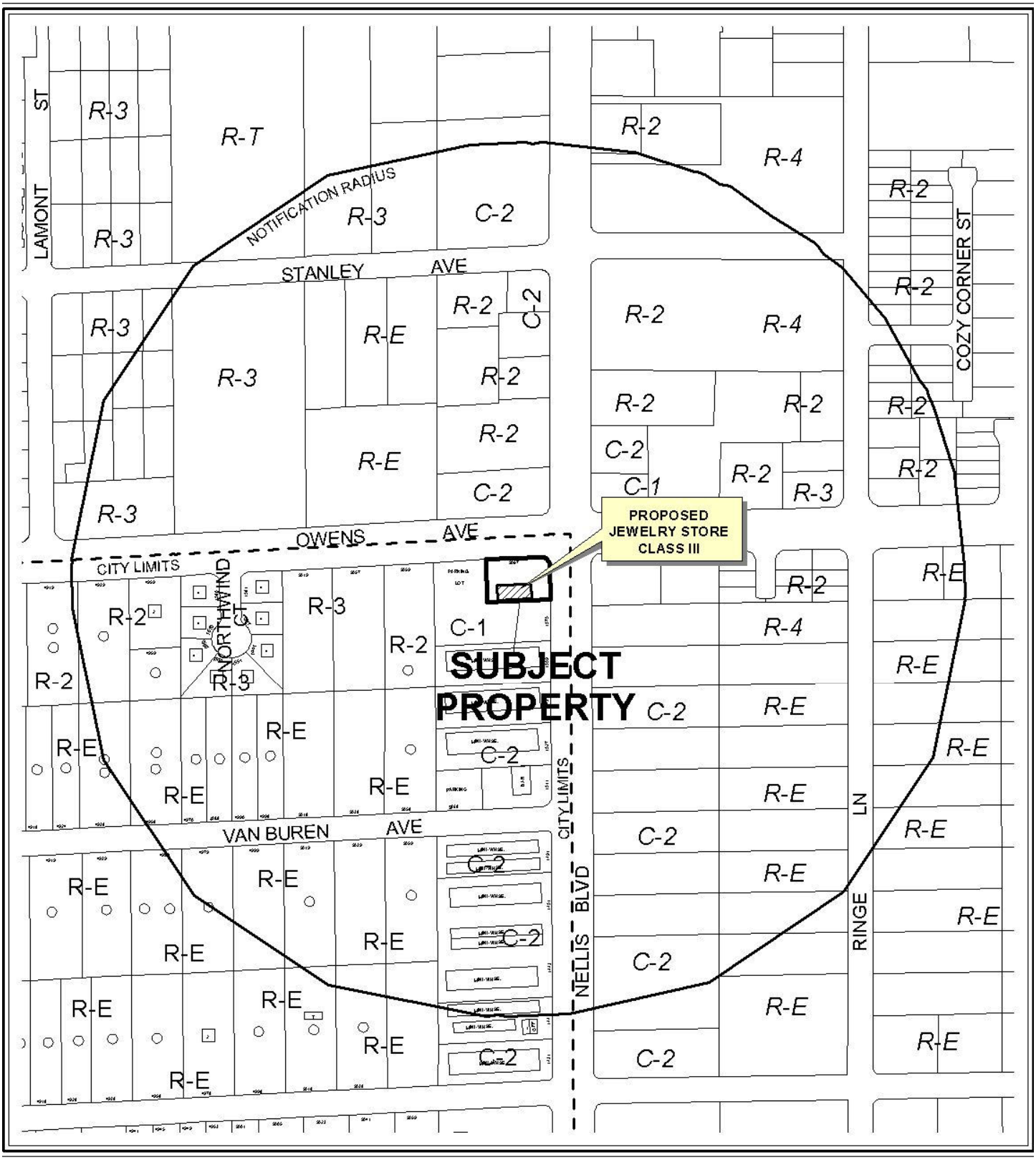
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-37621- SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: RAPID CASH - OWNER: NELLIS OWENS 48, LLC - Request for a Special Use Permit TO ADD A JEWELRY STORE, CLASS III USE TO AN EXISTING 2,366 SQUARE-FOOT AUTO TITLE LOAN ESTABLISHMENT at 5067 East Owens Avenue (APN 140-29-510-021), C-2 (General Commercial) Zone, Ward 3 (Reese). The Planning Commission (5-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**4**	**Planning Commission Mtg.**	**1**
City Council Meeting	**1**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (5-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest Postcard
7. Backup referenced from the April 22, 2010 Planning Commission Meeting Item SUP-37621



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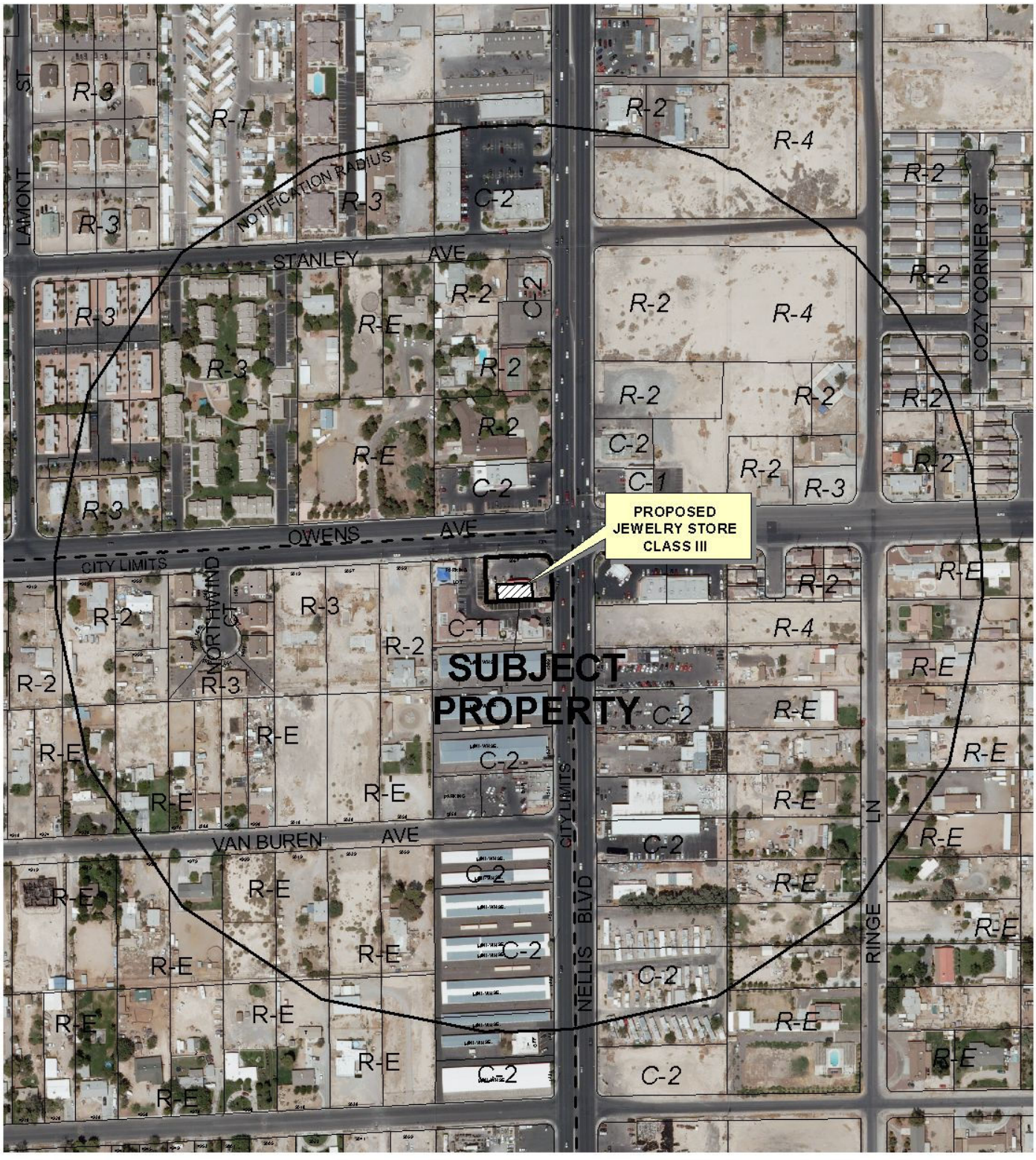
CASE: **SUP-37621**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



0 300 600 Feet

CASE: **SUP-37621**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



SUP-37621

Financial Business Locations

Financial Institution, Specified

Pawnshops

Automobile Title Loan

Subject Property

Residential Property

200ft & 1000ft Buffer

N

0 215 430 860 Feet

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 19, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: RAPID CASH - OWNER: NELLIS OWENS 48, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-37621	Staff recommends APPROVAL, subject to conditions:	N/A

** CONDITIONS **

SUP-37621 CONDITIONS

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Jewelry Store, Class III use.

2. Conformance to the approved conditions for Special Use Permit (SUP-19671).

3. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Staff Report Page One
May 19, 2010 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit (SUP-37621) to add a Jewelry Store, Class III use within an existing 2,366 square-foot Auto Title Loan Establishment at 5067 East Owens Avenue. The use will allow the option to buy broken or discarded gold jewelry on premise. There is no resale of the jewelry; it is not a loan, but a purchase of the jewelry for gold. Staff recommends approval of this request, as the proposed use meets all minimum Special Use Permit requirements, and can be conducted in a manner that is compatible with the surrounding uses. If denied, the existing Auto Title Loan would remain as it is.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
04/18/07	The City Council approved a request for Special Use Permit (SUP-19671) for an Auto Title Loan establishment and a Waiver to allow a distance separation of 130 feet from a residential use where a minimum of 200 feet is required at 5067 East Owens Avenue. The Planning Commission recommended approval and staff recommended denial.
04/22/10	The Planning Commission voted to ABEY the companion item (SUP-37620) to the July 29, 2010 Planning Commission meeting. The Planning Commission (5-0 vote) and Staff recommend APPROVAL (PC Agenda Item #43/ao).

Most Recent Change of Ownership	
01/19/05	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
04/11/89	A building permit (#89020957) was issued for an interior remodel at 5067 East Owens Avenue. The project was completed on 06/21/89.
01/11/05	A building permit (#5000178) was issued for a tenant improvement at 5067 East Owens Avenue. The project was completed on 02/10/05.
04/04/07	A Code Enforcement case (#51930) was processed for a vacant building having a broken window. Code Enforcement closed the case on 04/19/07.
07/05/07	A business license application (F14-93848) was submitted for an auto title loan at 5067 East Owens Avenue. The license expired on 06/13/07.
07/05/07	A business license application (N02-00024) was submitted for non depository lender at 5067 East Owens Avenue. The license is still active.

Pre-Application Meeting	
02/25/10	A pre-application meeting was held with the applicant, where elements of submitting a Special Use Permit were discussed. Topics included: • The applicant needs to revise the site plan indicating the size of the building. A parking analysis should be incorporated onto the site plan. • The applicant was informed that a project of regional significance will be required. • If the applicant uses the same floor plan, then plans would require approval stamps upon submittal for SUP application. • The parking dimensions need to be clearly shown on the site plan. • A waiver to the hours of operation will be required because of the change in hours of operation to 24 hours.

Neighborhood Meeting
A neighborhood meeting is not required for this application, nor was one held.

Field Check	
03/18/10	A site inspection required was conducted by staff with the following observations: • The subject property was noted as a well maintained commercial building. • The building had an unpermitted banner located on the north elevation of the building. The violation has been referred to Code Enforcement.

Details of Application Request	
Site Area	
Net Acres	0.36

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Retail	SC (Service Commercial)	C-2 (General Commercial)
North	Retail	Unincorporated Clark County	Unincorporated Clark County
South	Undeveloped	SC (Service Commercial)	C-2 (General Commercial)
East	Service Station, Retail	Unincorporated Clark County	Unincorporated Clark County
West	Child Care Facility	SC (Service Commercial)	C-2 (General Commercial)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance	X		Y

DEVELOPMENT STANDARDS

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
		Required			*Provided*		*Compliance*
			Parking		*Parking*		
Use	*Gross Floor Area or Number of Units*	*Parking Ratio*	Regular	Handi-capped	Regular	Handi-capped	
Jewelry Store, Class III	2,366 S.F.	1:175	13		13		Y
TOTAL SPACES REQUIRED			14		14		Y
TOTAL (With Handicapped)			13	1	13	1	Y

ANALYSIS

A Jewelry Store, Class III use is defined by Title 19.20.020 as a "store which buys and sells scrap precious metals for marketing as a commodity in bar form or in other than jewelry form, or which buys and sells precious metal bars and coins that are sold as a commodity rather than for numismatic purposes. This may include operations similar to a new jewelry store." The proposed use is within the guideline of the permissible use definition. The applicant will buy used jewelry as a way to acquire gold, but no resale of jewelry is involved. Because the proposed use has a more restrictive parking requirement than the existing Auto Title Loan use, the more restrictive requirement will apply. Based on the amount of gross floor area, the site still complies with the new parking requirement.

This request is also a Project of Regional Significance, due to the proximity to a boundary with Unincorporated Clark County. An Environmental Impact Assessment was submitted as part of the Special Use Permit applications and sent to affected agencies for comment. No comments were received at the time of writing of this report. Because the proposed use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, staff recommends approval of SUP-37621.

FINDINGS (SUP-37621)

In order to approve a Special Use Permit application, per Title 19.18.060 the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The proposed Jewelry Store, Class III 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.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site is physically suitable for the type and intensity of the proposed use. The subject site provides 14 parking spaces, while the required parking is 14 spaces, based upon the site plan provided with this application.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   Site access is provided from Owens Avenue and Nellis Boulevard, both 100-foot Primary Arterials as designated in the Master Plan of Street and Highways. These streets are of sufficient size to accommodate the needs of the proposed Jewelry Store, Class III.

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 use is consistent with the General Plan, will be subject to state and City of Las Vegas business and licensing requirements and will be monitored to ensure public safety and welfare is protected.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The proposed store complies with the Minimum Special Use Permit requirements for the use. There are no distance separation requirements for a Jewelry Store, Class III use.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 1

NOTICES MAILED 129 (By City Clerk)

APPROVALS 0

PROTESTS 1

AO

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-37621** APN: 140-29-510-021

Name of Property Owner: Nellis Owens 48 LLC

Name of Applicant: Rapid Cash

Name of Representative: Rapid Cash

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: Jeffery H. Lewis

Print Name: Jeffery H. Lewis

Subscribed and sworn before me

This 31st day of December, 2009

Kristen M. Campbell

Notary Public in and for said County and State

KRISTEN M. CAMPBELL
Notary Public-State of Nevada
APPT. NO. 08-8529-1
My App. Expires November 07, 2012

RECEIVED
MAR 09 2010

Revised 11-14-06

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: SUP for Jewelry Store, Class III – Major Owner Onest

Project Address (Location) 5067 Owens Ave

Project Name Rapid Cash Gold Purchase **Proposed Use** Jewelry StoreClass III

Assessor's Parcel #(s) 140-29-510-021 **Ward #** 3

General Plan: existing NC proposed NC **Zoning:** existing C-1 proposed C-1

Commercial Square Footage na **Floor Area Ratio** na

Gross Acres na **Lots/Units** na **Density** na

Additional Information Existing payday locations will add service of purchasing gold

PROPERTY OWNER Nellis Owens 48 LLC **Contact**

Address 6025 Bronco Ave **Phone:** **Fax:**

City Las Vegas **State** NV **Zip** 89118

E-mail Address

APPLICANT Rapid Cash **Contact** Chris Darnell

Address 3527 N Ridge Rd **Phone:** (316) 214-5174 **Fax:**

City Wichita **State** KS **Zip** 67205

E-mail Address ChrisDarnell@speedyinc.com

REPRESENTATIVE Rapid Cash **Contact** Chris Darnell

Address 3527 N Ridge Rd **Phone:** (316) 214-5174 **Fax:**

City Wichita **State** KS **Zip** 67205

E-mail Address ChrisDarnell@speedyinc.com

Property Owner Signature* Jeffrey A. Lewis

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Nellis Owens 48 LLC

Subscribed and sworn before me

This 31st day of December, 2009.

Kristen M. Campbell

Notary Public in and for said County and State

KRISTEN M. CAMPBELL
Notary Public-State of Nevada
APPT. NO. 08-8529-1
My App. Expires November 07, 2012

FOR DEPARTMENT USE ONLY

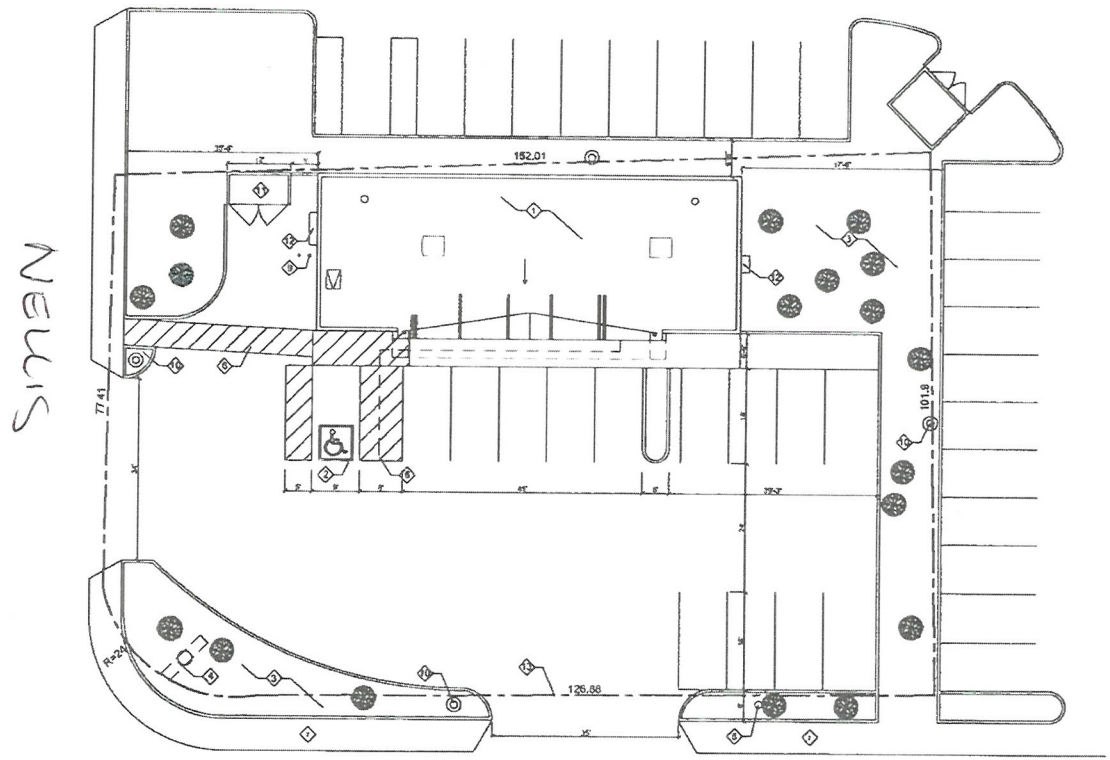
Case #	SUP-37621
Meeting Date:	4/22/2010
Total Fee:	1030.00
Date Received:*	3/9/2010
Received By:	MREZ

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

#62



LANDSCAPING		
LANDSCAPING	X	
IRRIGATION		X
SWALES		X
GROUND COVER	X	

PARKING	
ACCESSIBLE SPACE	1
NON-ACCESSIBLE SPACE	13
TOTAL	14

SITE PLAN

SCALE: 3/32"=1'-0" (2)

1. MAIN BUILDING
2. ADA PARKING SPACE
3. LANDSCAPED AREA
4. PYLON SIGN
5. NOT USED
6. ADA PATH OF TRAVEL
7. PUBLIC SIDEWALK
8. POWER POLE
9. BOLLARD - TYP
10. LIGHT FIXTURE
11. TRASH ENCLOSURE
12. ELECTRICAL SERVICE
13. PROPERTY LINE TYP.

KEYNOTES

SCALE: NTS (1)

Project Owner:

RAPID CASH

Consultant:

Menemsha

Project Address:

RAPID CASH 62
5067 E OWENS AVE
LAS VEGAS, NV 89110

Stamp:

No.	Date	Description

Sheet Title:

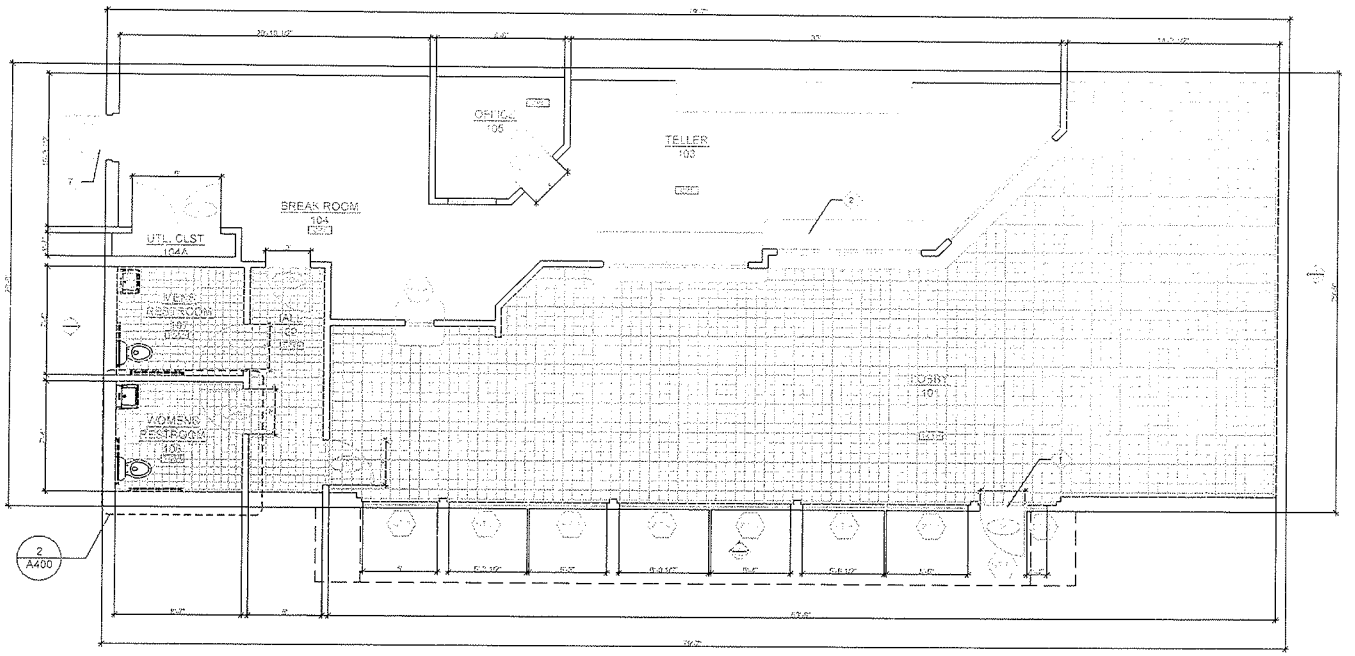
SITE PLAN

REVIEWED BY: JF
DRAWN BY: HC
DWG. DATE: 10/15/09
SCALE: AS NOTED
PROJECT NUMBER: 12159
SHEET:

A100

RECEIVED
MAR 09 2010

SUP-37621
04/22/10 PC



NOTE: BUILDING IS NOT SPRINKLED

TRUE NORTH

FLOOR PLAN

SCALE: 1/4"=1'-0" (2)

T-LIN LINOLEUM TILE FLOORING	MARBLE MARBLE FLOORING
T-CER CERAMIC TILE FLOORING	CONC CONCRETE FLOORING
CPT CARPET FLOORING	GRANITE GRANITE FLOORING
VCT VINYL TILE FLOORING	TERR TERRAZZO FLOORING

LEGEND

1 MAIN ENTRANCE	5 COUNTER
2 ROOF OVERHANG	6 BUILT-IN MILLWORK (CABINETS/SHELVES)
3 EMERGENCY DOOR	7 ROOF ACCESS
4 NOT IN USE	

KEYNOTES

SCALE: NTS (1)

RECEIVED
MAR 09 2010

SUP-37621
04/22/10 PC

Project Owner:

RAPID CASH

Consultant:

Menemsha construction solutions
TI Planning ■ CMG Construction ■ Brand Buildouts
■ Boston ■ Los Angeles

T.I. PLANNING & MANAGEMENT
4500 W. 145TH ST.
HAWTHORNE, CA 90250
Voice: 310-343-3400
Fax: 310-343-3401
www.menemshasolutions.com

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Copyright Protected 2008.
T.I. Planning and Management
Menemsha Companies

Project Address:

RAPID CASH 62
5067 E OWENS AVE
LAS VEGAS, NV 89110

Stamp:

No.	Date	Description

Sheet Title:

FLOOR PLAN

REVIEWED BY: JF
DRAWN BY: HC
DWG. DATE: 10/15/09
SCALE: AS NOTED
PROJECT NUMBER: 12159
SHEET:

A110



SUP-37621 - APPLICANT: RAPID CASH - OWNER: NELLIS OWENS 48, LLC
5067 EAST OWENS AVENUE

03/18/10



SUP-37621 - APPLICANT: RAPID CASH - OWNER: NELLIS OWENS 48, LLC
5067 EAST OWENS AVENUE

03/18/10



SUP-37621 - APPLICANT: RAPID CASH - OWNER: NELLIS OWENS 48, LLC
5067 EAST OWENS AVENUE

03/18/10

LA Stewart Consulting
2211 Rampart #130
Las Vegas, NV 89124
(702) 499-6469-Cell
(702) 946-0857-fax

March 9, 2010

City of Las Vegas, Planning & Development
739 South Fourth Street
Las Vegas, NV. 89101

RE: APN 140-29-510-021, Owens & Nellis

Dear Sir or Madam:

Please accept this letter as our request for a Special Use Permit to allow the existing Rapid Cash Payday & Auto Title Loan store to purchase gold on the premises (jewelry store, class III). Recently there have been several commercials on TV for gold purchase where the customer requests an envelope, places their broken or discarded gold jewelry in the envelope and send it to the company. In turn, the company sends the customer a check for approximately 10-15 cents on the dollar.

Rapid Cash would like to do something similar, only with more control and a better situation for the customer. The customer brings the jewelry to the store where it is weighed. The customer walks away with a check for approximately 50-55 cents on the dollar-5 times more than if they mailed it. Also, the customer has control because they actually hand it over to a person, not a post office. Also, every purchase is reported to Metro on a daily basis.

There is no resale of the jewelry; it is not a loan but a purchase of the jewelry for the gold. It will be an incidental use to the main business and is considered just another service for the customer. In addition, the applicant is requesting a major amendment to the special use permit for the financial institution, other to allow 24 hour operation at this location. Also, the parking required for this site at 1 space per 175 square feet is 13.48 spaces and the site has 14 spaces so no variance will be required. Please contact me with any questions regarding this matter. Thank you for your consideration in this matter.

Yours truly,

Lucy Stewart

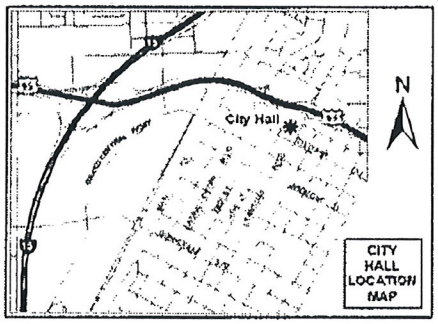
RECEIVED
MAR 09 2010

SUP-37621
04/22/10 PC

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

RECEIVED
CITY CLERK
2010 MAY 11 P 1:24
PRESORTED FIRST CLASS
UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 MAY07 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37621
City Council Meeting of 5/19/2010

OWEN GIRARD W & DOROTHY E FAM
OWEN GIRARD W & DOROTHY E TRS
1514 RINGE LN
LAS VEGAS NV 89110-1631

APN#14028110029

CAVDS11 89110

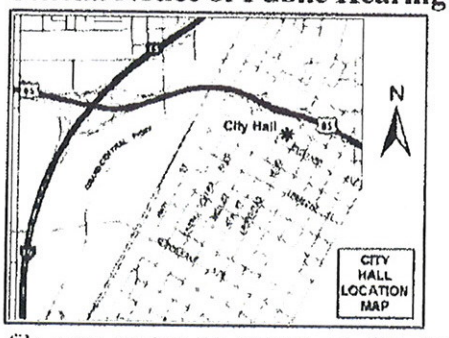
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 APR 09 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☑ I OPPOSE this Request

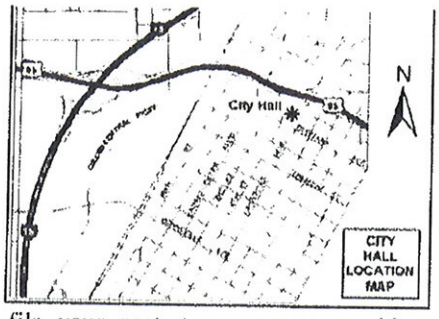
Please use available blank space on card for your comments.

SUP-37620 & SUP-37621

Planning Commission Meeting of 4/22/2010

Case: SUP-37620

14020804018
BRYAN WOODROW LARRY 1978 FAM TR
2550 NELLIS BLVD
LAS VEGAS NV 89115-4520



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APR 16 2010

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37620 & SUP-37621

Planning Commission Meeting of 4/22/2010

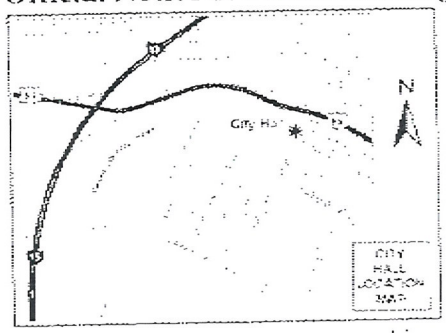
Case: SUP-37620

14020804022
BRYAN LARRY W & KATHRYN
2550 N NELLIS BLVD
LAS VEGAS NV 89115-4520

Submitted after final agenda
Date 4/16/10 Item 42-43 2P

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-37620 & SUP-37621

Planning Commission Meeting of 4/22/2010

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
$ 00.41⁴
APR 28 2010
MAILED FROM ZIP CODE 89101

Case: SUP-37620

14028110003
BARTSAS MARY 12 L L C
601 S RANCHO DR #C23
LAS VEGAS NV 89106-4825

BAVOSI 1 89106

RECEIVED
APR 13 2010

42-43
p

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 APR 09 2010
MAILED FROM ZIP CODE 89101

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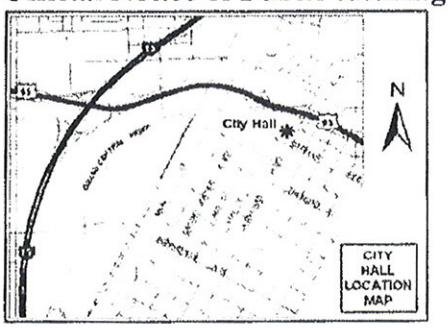
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37620 & SUP-37621

Planning Commission Meeting of 4/22/2010

Case: SUP-37620

14028110029
OWEN GIRARD W & DOROTHY E FAM TR
1514 RINGE LN
LAS VEGAS NV 89110-1631

RECEIVED
APR 16 2010

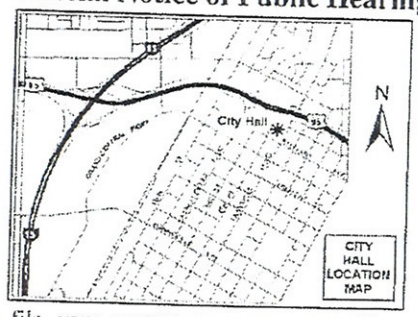
Submitted after final agenda
Date 4/16/10 Item 42-43 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
02 1M $ 00.41
0004279218 APR 09 2010
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT ~~this~~ Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37620 & SUP-37621
Planning Commission Meeting of 4/22/2010

14020804008 Case: SUP-37620
MARTIN FRANK E JR & BONNIE KAY
3030 S HIGHLAND
LAS VEGAS NV 89109-1047

RECEIVED
APR 20 2010

Submitted after final agenda
Date 4/20/10 Item 42A

City of Las Vegas Agenda Item No.: **62.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: MAY 19, 2010

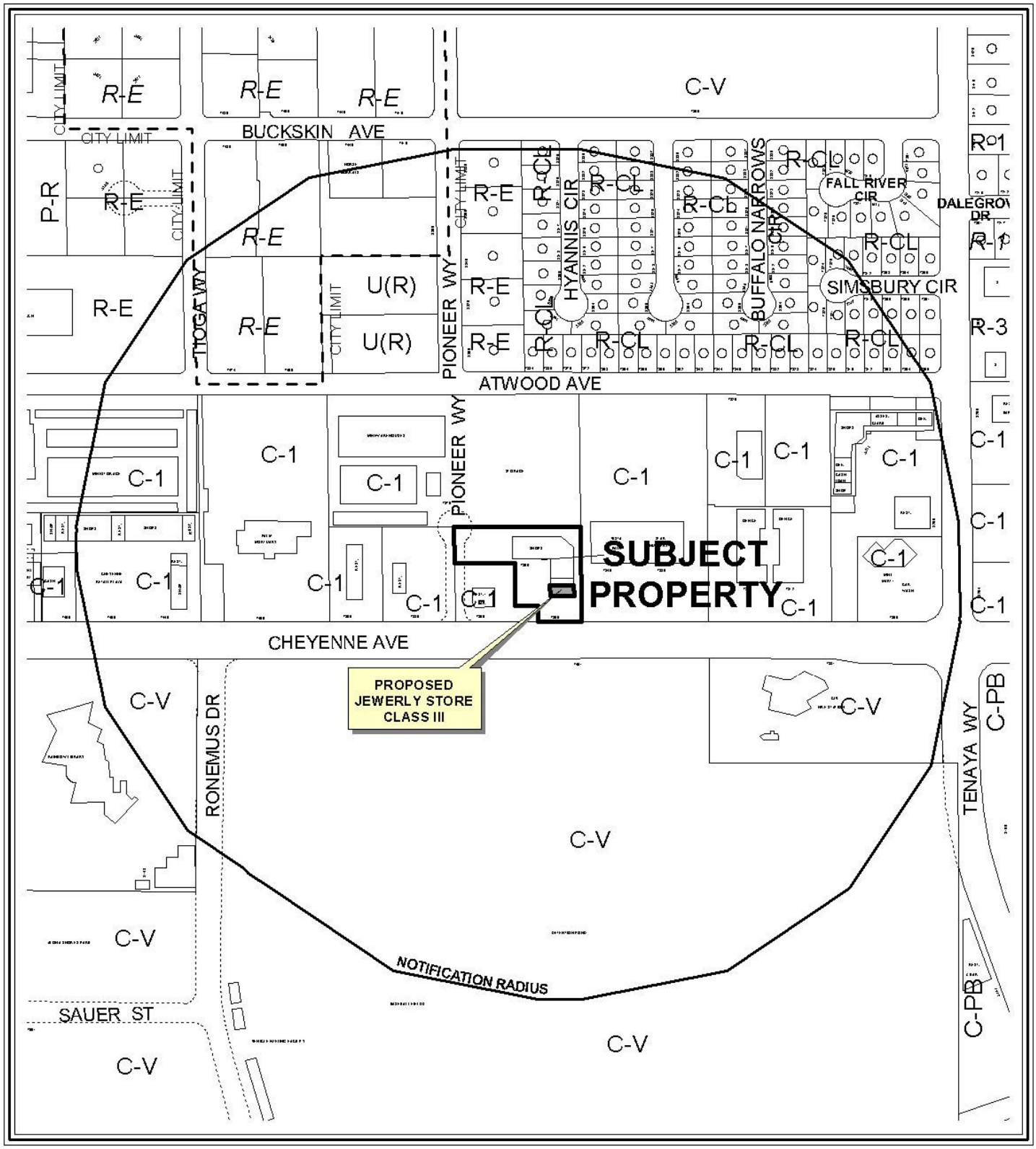
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-37624 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: CHECK CITY - OWNER: FREANEL & SON CHEYENNE, LLC - Request for a Special Use Permit TO ADD A JEWELRY STORE, CLASS III USE WITHIN AN EXISTING 2,400 SQUARE-FOOT AUTO TITLE LOAN ESTABLISHMENT at 7350 West Cheyenne Avenue, Suite #112 (APN 138-10-403-031), C-1 (Limited Commercial) Zone, Ward 4 (Anthony). The Planning Commission (5-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**1**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (5-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the April 22, 2010 Planning Commission Meeting Item SUP-37624



0 300 600 Feet

CASE: **SUP-37624**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



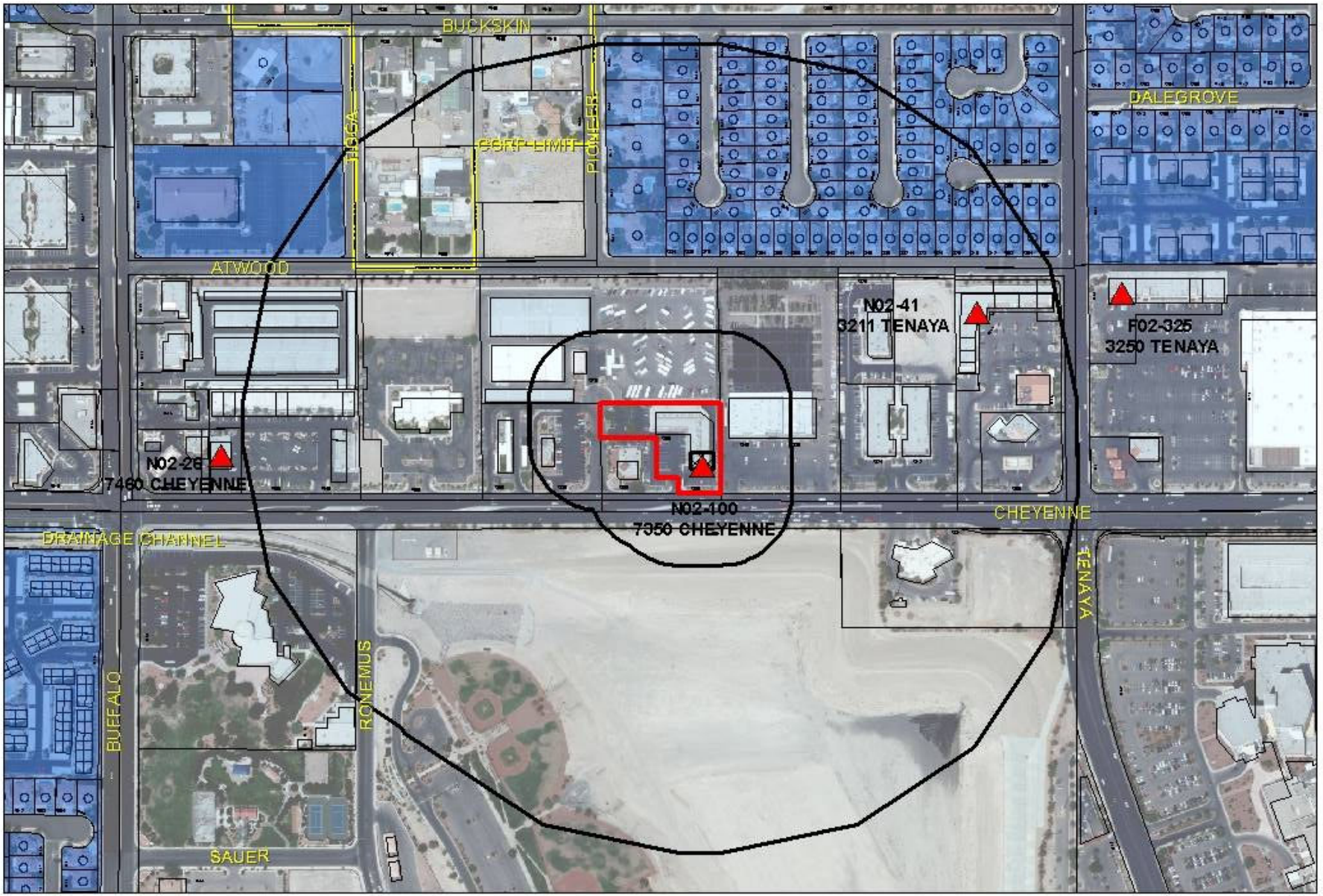
CASE: **SUP-37624**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

0 300 600 Feet

N



SUP-37624

Financial Business Locations

Financial Institution, Specified

Pawnshops

Automobile Title Loan

Subject Property

Residential Property

200ft & 1000ft Buffer

N

0 230 460 920 Feet

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 19, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: CHECK CITY - OWNER: FREANEL & SON CHEYENNE, LLC

** STAFF RECOMMENDATION(S) **

The Planning Commission (5-0 vote) and Staff recommend APPROVAL, subject to conditions:

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-37624	Staff recommends APPROVAL, subject to conditions:	

** CONDITIONS **

SUP-37624 CONDITIONS

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Jewelry Store, Class III use.

2. Conformance to the approved conditions for Special Use Permit (SUP-18691).

3. All unpermitted signage and signage not meeting the requirements of Title 19 shall be removed within 10 days of final approval.

4. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity. An Extension of Time may be filed for consideration by the City of Las Vegas.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This application is a request for a Special Use Permit to add a Jewelry Store, Class III use within an existing 2,000 square-foot Auto Title Loan Establishment at 7350 West Cheyenne Avenue, Suite #112. The use will allow the option to buy broken or discarded gold jewelry on the premises. There is no resale of the jewelry; it is not a loan, but a purchase of the jewelry for the gold. Staff recommends approval of this request, as the proposed use meets all minimum Special Use Permit requirements and can be conducted in a manner that is compatible with the surrounding uses. If denied, the existing Auto Title Loan Establishment would remain as it is.

ISSUES

- The business contains various unpermitted window signs in violation of Minimum Special Use Permit Requirement # 4.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
07/19/89	The City Council approved a request for Rezoning (Z-0061-89) from R-E (Residence Estates) to C-1 (Limited Commercial) for this site as part of a larger request. The Planning Commission recommended approval and staff recommended denial.
03/24/94	The Planning Commission approved a Plot Plan and Building Elevation Review [Z-0061-89(5)] for a restaurant on a portion of the overall site. Staff recommended approval
04/26/94	The Board of Zoning Adjustment approved a Variance (V-0046-94) to allow 92 parking spaces where 136 parking spaces are the minimum required for a commercial property at this location. Staff recommended denial.
03/09/95	The Planning Commission approved a Plot Plan and Building Elevation Review [Z-0061-89(7)] for a proposed retail commercial center on the northeast corner of Cheyenne Avenue and Pioneer Way. Staff recommended approval.
03/07/07	The City Council approved a Special Use Permit (SUP-18691) for a proposed Auto Title Loan and a Waiver to allow an Auto Title Loan to be located 660-foot from another financial institution where a 1,000-foot separation is required. The Planning Commission recommended approval and staff recommended denial.
04/22/10	The Planning Commission (5-0 vote) recommended APPROVAL (PC Agenda Item #13/jg).

Most Recent Change of Ownership	
03/01/05	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
06/14/96	A building permit (#96011894) was issued for a TI buildout for a retail building at 7350 West Cheyenne Avenue. The permit was finaled 10/30/96.
09/20/96	A building permit (#96019068) was issued for a Non-work Certificate of Occupancy for Best Mattress at 7350 West Cheyenne Avenue, Suites 111 and 112. The permit was finaled 10/01/96.
09/24/96	A business license (F07-01452) was issued for a Furniture Store at 7350 West Cheyenne Avenue, Suites 111 and 112. The license was marked out of business on 11/05/07.
08/31/07	A building permit (#97156) was issued for a Certificate of Occupancy for Check City at 7350 West Cheyenne Avenue, Suites 111 and 112. The suites were combined into Suite 112. The permit was finaled 12/07/07.
11/13/07	A business license (C21-00183) was issued for a Non-Depository Lender at 7350 West Cheyenne Avenue, Suite 112. The license was marked out of business on 11/05/07.
11/13/07	A business license (N02-00100) was issued for a Non-Depository Lender and Auto Title Loan at 7350 West Cheyenne Avenue, Suite 112.
04/14/09	A business license (W10-00229) was issued for a Wire Service at 7350 West Cheyenne Avenue, Suite #112.

Pre-Application Meeting	
02/25/10	A pre-application meeting was held. Submittal requirements were discussed, the applicant was informed that a detailed parking analysis would be required, and a revised site plan that indicates size of the building and suite would be required and a revised justification letter detailing the suite number.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
03/18/10	During a routine site inspection staff observed: • Various unpermitted signs attached to the store windows in violation of Minimum Special Use Permit Requirement # 4.

Details of Application Request	
Site Area	
Net Acres	1.30

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Auto Title Loan, Financial Institution, Specified	SC (Service Commercial)	C-1 (Limited Commercial)
North	Outdoor Storage	SC (Service Commercial)	C-1 (Limited Commercial)
South	Park/Undeveloped	PF (Public Facilities)	C-V (Civic)
East	Retail	SC (Service Commercial)	C-1 (Limited Commercial)
West	Restaurant	SC (Service Commercial)	C-1 (Limited Commercial)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area		X	
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (175 feet)	X		Y
Trails (Multi-Use, Non-Equestrian)	X		Y
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
	Gross Floor Area or Number of Units	***Required***			***Provided***		***Compliance***
			Parking		*Parking*		
Use		***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
General Retail	8,640	1:500 sf	18		18		Y
Dry Cleaner	1,080	1:250 sf	5		5		Y
Nail Salon	8 stations	2 per station	16		16		Y

JG

Jewelry Store, Class III	2,000	1:175 sf	12		12		Y
Tavern	3,600 1,400	1:50 sf 1:200 sf	72 7		44		Y
TOTAL SPACES REQUIRED*			**130**		**95**		**Y**
TOTAL (With Handicapped)			125	5	91	4	Y

*Per approved Variance (V-0046-94) to allow 92 parking spaces where 136 parking spaces are the minimum required.

ANALYSIS

The applicant is requesting a Special Use Permit for a Jewelry Store, Classs III use within an existing Auto Title Loan Establishment at 7350 West Cheyenne Avenue, Suite #112. A Jewelry Store, Class III use is defined by Title 19.20.020 as a "store which buys and sells scrap precious metals for marketing as a commodity in bar form or in other than jewelry form, or which buys and sells precious metal bars and coins that are sold as a commodity rather than for numismatic purposes. This may include operations similar to a new jewelry store." The proposed use is within the guideline of the permissible use definition. The applicant will buy used jewelry as a way to acquire gold, with no resale of the acquired items to the general public.

The parking requirement for the existing Auto Title Loan is one space per 250 square feet. The proposed Jewelry Store, Class III use has a more intense parking requirement of one space per 175 square feet, which the existing location can meet. A Variance (V-0046-94) approved in 1994 which allows 92 parking spaces on the site, where 136 were required. The subject site contains 95 spaces, which can accommodate the proposed use on the site. Therefore, staff recommends approval.

FINDINGS (SUP-37624)

In order to approve a Special Use Permit application, per Title 19.18.060 the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The proposed Jewelry Store, Class III use can be conducted in a manner that is harmonious and compatible with the uses in the existing shopping center and with the uses on adjacent properties.

2. The subject site is physically suitable for the type and intensity of land use proposed.

The retail center has an existing parking variance that allows 92 spaces where the mix of uses required 136 spaces; however, the subject site contains 95 spaces. With the proposed Jewelry Store, Class IIIuse included, the site now requires 130 spaces, which is within the limits established by V-0046-94. The proposed use will be operated in conjunction with the existing Auto Title Loan Establishment. The subject site is physically suitable for the type and intensity of 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.

Site access is provided from Cheyenne Avenue, a 100-foot Primary Arterial and Pioneer Way, a 50-foot Local Street as designated in the Master Plan of Streets and Highways. These streets are adequate in size to accommodate the proposed use.

4. Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.

Approval of the proposed Special Use Permit will not compromise the public health, safety and general welfare, as the use will be subject to regular inspections for business licensing.

5. The use meets all of the applicable conditions per Title 19.04.

The proposed use complies with the Minimum Special Use Permit requirements for a Jewelry Store, Class III use. There are no distance separation requirements for a Jewelry Store, Class III use.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 13

NOTICES MAILED 118 (By City Clerk)

APPROVALS 1

PROTESTS 0

JG

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: SUP-37624 APN: 138-10-403-031

Name of Property Owner: Freanel & Son Cheyenne LLC

Name of Applicant: Check City

Name of Representative: Check City

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: Frederick J. Stamm, Manager Freanel & Son Cheyenne, LLC

Print Name: FREDERICK J. STAMM, MANAGER FREANEL & SON CHEYENNE, LLC

Subscribed and sworn before me

This 23 day of February 20 10

Ann W. Baker

Notary Public in and for said County and State Contra Costa, California

ANN W. BAKER
COMM. # 1669468
NOTARY PUBLIC - CALIFORNIA
CONTRA COSTA COUNTY
My Comm. Exp. Jun. 19, 2010

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MAR 09 2010

PLANNING & DEVELOPMENT

CITY OF LAS VEGAS

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: SUP for Class II Jewelry

Project Address (Location) 7350 W. Cheyenne 111 & 112

Project Name Check City **Proposed Use**

Assessor's Parcel #(s) 138-10-403-031 **Ward #** 4

General Plan: existing NC proposed NC **Zoning:** existing C-1 proposed C-1

Commercial Square Footage **Floor Area Ratio**

Gross Acres **Lots/Units** **Density**

Additional Information Add use of gold purchase to existing financial institution (payday loan)

PROPERTY OWNER FREANEL & SON CHEYENNE L L C **Contact** The Mgmt Team

Address 7477 W. Lake Mead #270 **Phone:** (702) 804-4800 **Fax:** 702.804.4848

City Las Vegas **State** NV **Zip** 89128

E-mail Address kammy@themanagementteam.net

APPLICANT Check City **Contact** Estela Guevera

Address 2640 Crimson Canyon Dr **Phone:** (702) 258-8888 **Fax:** (702) 880-7779

City Las Vegas **State** NV **Zip** 89128

E-mail Address EstelaG@checkcity.com

REPRESENTATIVE Check City **Contact** Estela Guevera

Address 2640 Crimson Canyon Dr **Phone:** (702) 258-8888 **Fax:** (702) 880-7779

City Las Vegas **State** NV **Zip** 89128

E-mail Address EstelaG@checkcity.com

Property Owner Signature* Frederick J. Stamm, Manager Freanel & Son Cheyenne, LLC

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name FREDERICK J. STAMM, MANAGER FREANEL & SON CHEYENNE, LLC

Subscribed and sworn before me

This 23 day of February, 2010.

Notary Public in and for said County and State

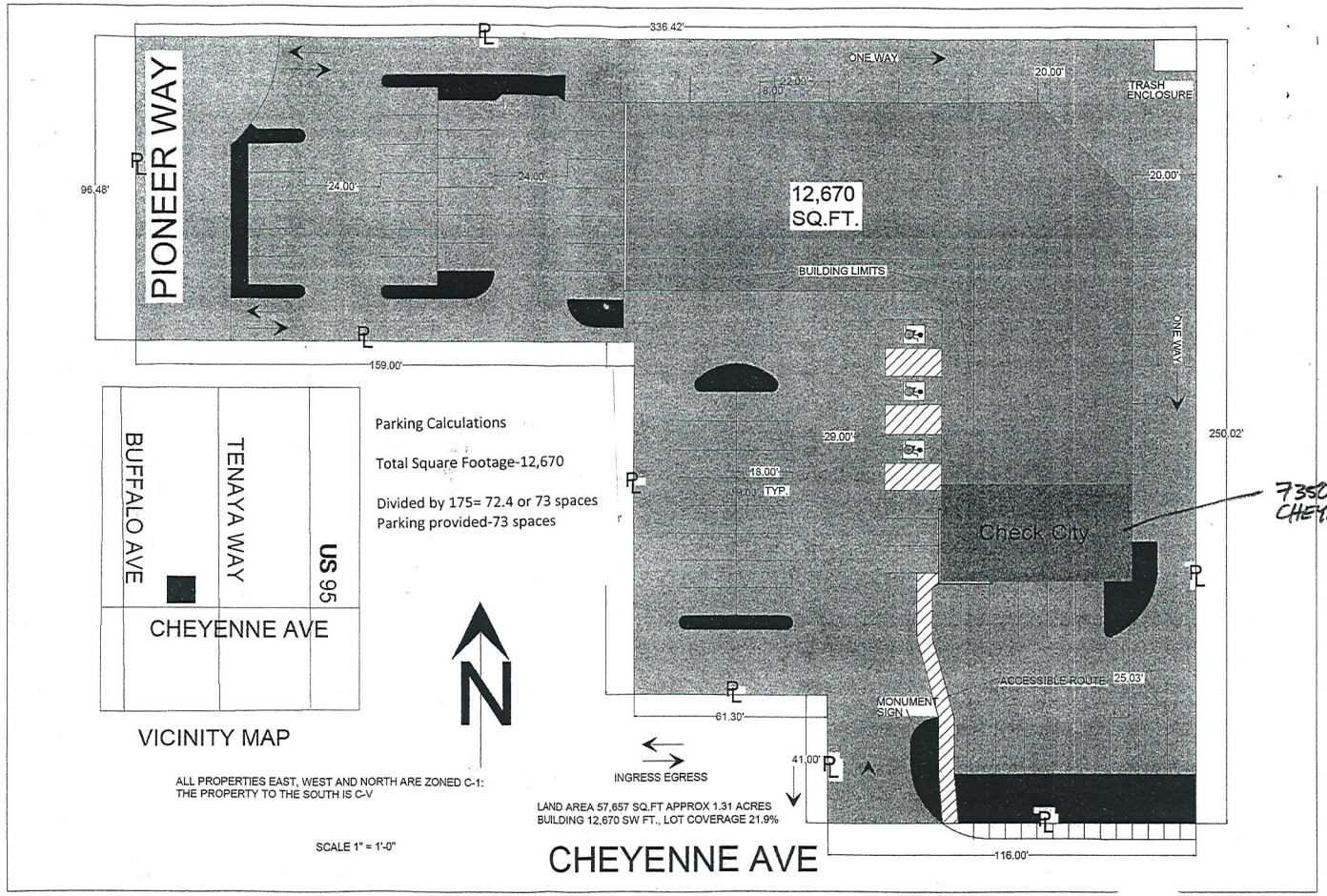
JOHN W. BAKER
COMM. # 1669468
NOTARY PUBLIC - CALIFORNIA
CONTRA COSTA COUNTY
My Comm. Exp. Jun. 19, 2010

FOR DEPARTMENT USE ONLY

Case #	SUP-37624
Meeting Date:	4/22/2010
Total Fee:	1030.00
Date Received:*	3/9/2010
Received By	MEEX

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08



DESIGNED TO MEET OR EXCEED THE REQUIREMENTS OF THE 2006 IBC/IMC, 2006 UPC AND 2005 NEC AND THE 2003 IECC

REV.	DATE	DESCRIPTION	DRAWING STATUS	DATE	INITIALS
△			☐ PRELIMINARY		
△			☐ BLDG.DEPT.SUBMIT		
△			☐ APPROVED		
△			☐ REDLINE COMPLETION		
△			☐ FINAL CHECK		
△			☐ ISSUED FOR CONSTRUCTION		

CONSULTANT:

DESIGNED D.D.
DRAWN NGC
CHECKED D.D.
FILE
DATE 08/07/07

ALL DRAWINGS, SPECIFICATIONS AND COPIES THEREOF FURNISHED BY THE ARCHITECT ARE AND SHALL REMAIN HIS SOLE PROPERTY. THEY ARE TO BE USED ONLY WITH RESPECT TO THIS PROJECT, AND NOT TO BE USED ON ANY OTHER PROJECT WITH EXCEPTION OF ONE CONTRACT SET FOR EACH PARTY TO THE BUILDING CONTRACT. SUCH DOCUMENTS ARE TO BE RETURNED OR SUITABLY ACCOUNTED FOR TO THE ARCHITECT ON REQUEST AT THE COMPLETION OF THE PROJECT. SUBMISSION OR DISTRIBUTION TO MEET OFFICIAL REGULATORY REQUIREMENTS OR FOR OTHER PURPOSES IN CONNECTION WITH THE PROJECT IS NOT TO BE CONSTRUED AS PUBLICATION IN DEROGATION OF THE ARCHITECTS COMMON LAW COPYRIGHTS OR OTHER RESERVED RIGHTS. ANY USE OR REPRODUCTION OF THIS DRAWING, IN WHOLE OR IN PART, BY ANY MEANS WHATSOEVER, IS STRICTLY PROHIBITED EXCEPT WITH THE SPECIFIC WRITTEN CONSENT OF DAVID L. DOWNEY P.C.

DO NOT SCALE THIS DRAWING

DAVID L. DOWNEY P.C.
ARCHITECT
4075 WEST DESERT INN RD. SUITE A
LAS VEGAS NEVADA 89103
(702) 245 8221 email downeyinc@aol.com

Tenant Improvement For

Check City
TENAYA & CHEYENNE
7350 WEST CHEYENNE
Suite 112
Las Vegas, Nevada

STAMP

Do not include Electrical, Plumbing, Mechanical

JOB A1.0

SCALE: AS NOTED

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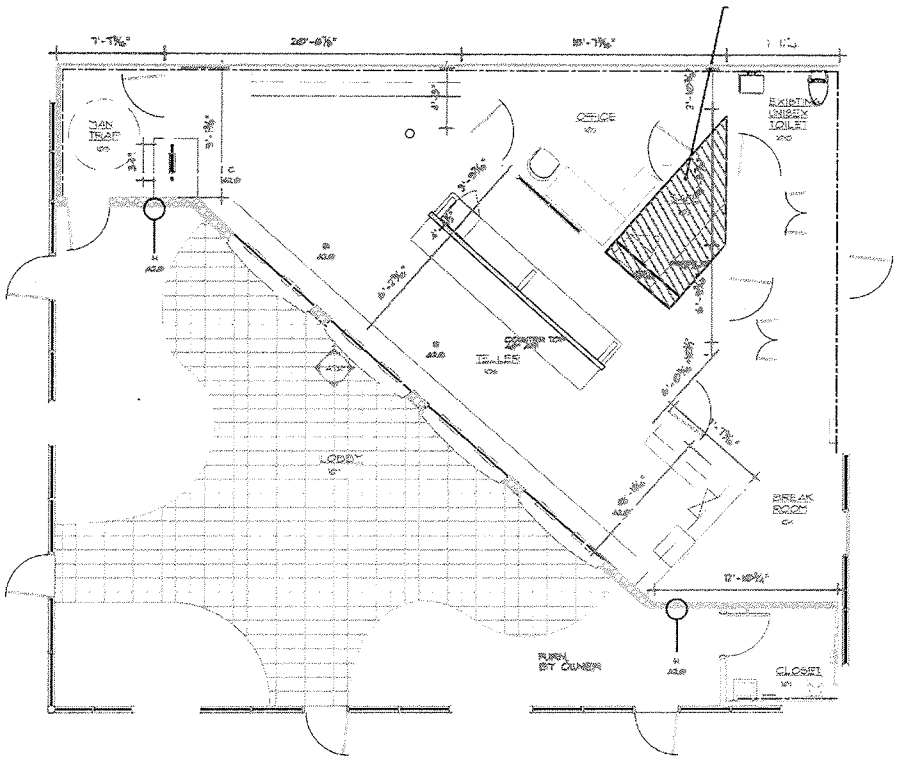
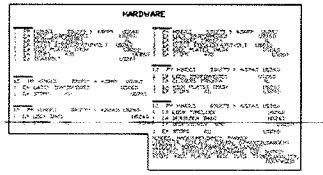
MAR 09 2010

SUP-37624
04/22/10 PC

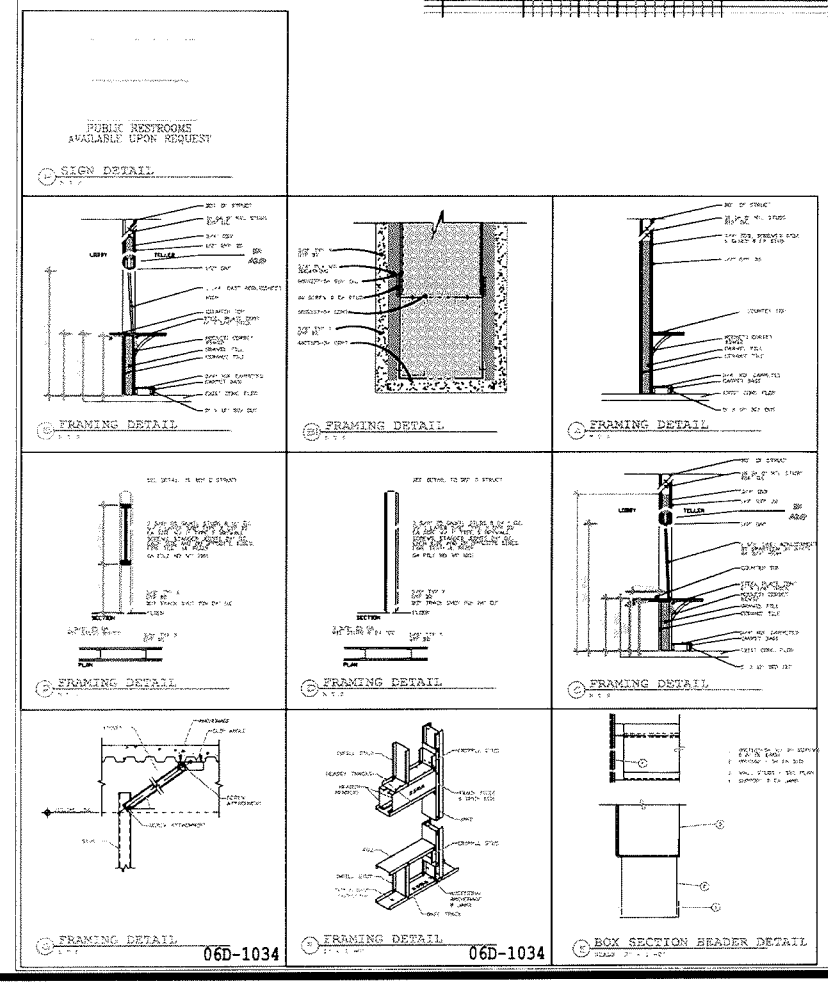


FLOOR PLAN



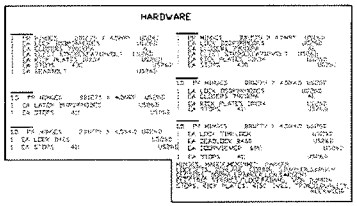
ROOM FINISH SCHEDULE

ROOM NUMBER	ROOM NAME	FLOORS	BASE	WALLS	CEILINGS	REMARKS



DOOR SCHEDULE

DOOR NO	DOOR SIZE W	DOOR SIZE H	DOOR SIZE T	DOOR MATL	DOOR TYPE	GLASS	LOUVER W	LOUVER H	FRAME MATL	FRAME TYPE	DETAILS	HWD SET NO	ROOM SIGN	LABEL	REMARKS
1	3'-0"	8'-0"	1 3/4"	MTL					MTL			4			
2	3'-0"	8'-0"	1 3/4"	MTL					MTL			4			
3	3'-0"	8'-0"	1 3/4"	WD					MTL			2			
4	3'-0"	8'-0"	1 3/4"	WD					MTL			5			
5	3'-0"	8'-0"	1 3/4"	WD					MTL			6			
6	3'-0"	8'-0"	1 3/4"	WD					MTL			2			



REV	DATE	DESCRIPTION	DRAWING STATUS	DATE	MEMO
△			☐ PRELIMINARY		
△			☐ BUILDING/PLANNING		
△			☐ APPROVED		
△			☐ BIDDING COMPLETION		
△			☐ FINAL CHECK		
△			☐ BIDDING FOR CONSTRUCTION		

CONSULTANT

DESIGNED D.D.
DRAWN NGC
CHECKED D.D.
FILE
DATE 02/25/2007

DAVID L. DOWNEY P.C.
ARCHITECT
4075 WEST DESERT INN RD SUITE A
LAS VEGAS NEVADA 89103
(702) 245 8221 email downeyinc@aol.com

Tenant Improvement For

STAMP

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MAR 09 2010

JOB #
SHEET A2.0

SCALE AS NOTED

SUP-37624
04/22/10 PC



SUP-37624 - APPLICANT: CHECK CITY - OWNER: FREANEL & SON CHEYENNE, LLC
7350 WEST CHEYENNE AVENUE, SUITE #112

03/18/10



SUP-37624 - APPLICANT: CHECK CITY - OWNER: FREANEL & SON CHEYENNE, LLC
7350 WEST CHEYENNE AVENUE, SUITE #112

03/18/10



SUP-37624 - APPLICANT: CHECK CITY - OWNER: FREANEL & SON CHEYENNE, LLC
7350 WEST CHEYENNE AVENUE, SUITE #112

03/18/10

LA Stewart Consulting
2211 Rampart #130
Las Vegas, NV 89124
(702) 499-6469-Cell
(702) 946-0857-fax

March 16, 2010

John Grider, Planner I
City of Las Vegas, Planning & Development
739 South Fourth Street
Las Vegas, NV. 89101

RE: APN 138-10-411-015, 7350 W. Cheyenne, SUP-37624

Dear Mr. Grider:

Please accept this letter as our request for a Special Use Permit to allow the existing Check City Payday & Auto Title Loan store to purchase gold on the premises. The suite for this location consists of 2000 square feet. Recently there have been several commercials on TV for gold purchase where the customer requests an envelope, places their broken or discarded gold jewelry in the envelope and send it to the company. In turn, the company sends the customer a check for approximately 10-15 cents on the dollar. .

Check City would like to do something similar, only with more controls and a better situation for the customer. The customer brings the jewelry to the store and it is weighed and the customer walks away with a check for approximately 60-65 cents on the dollar-5 times more than if they mailed it. Also, the customer has control because they actually hand it over to a person, not a post office. In addition, it is held for 30 days so if the customer changes their mind they can return and get their jewelry back. Also, every purchase is reported to Metro on a daily basis. There is no resale of the jewelry; it is not a loan but a purchase of the jewelry for the gold. It will be an incidental use to the main business and is considered just another service for the customer. Please contact me with any questions regarding this matter. Thank you for your consideration in this matter.

Yours truly,

Lucy Stewart
LA Stewart Consulting

RECEIVED
MAR 17 2010
SUP-37624
REVISED

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Planning and Development Department
Case Planning Division
731 South Fourth Street
Las Vegas, Nevada 89101
(702) 229-6301 Phone (702) 385-7268 Fax

SUBJECT: **SUP-37624 - APPLICANT: CHECK CITY - OWNER: FREANEL & SON CHEYENNE, LLC**

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***APRIL 22, 2010*** Planning Commission meeting. All of these items will be placed at the beginning of the agenda. The Chairman of the Planning Commission will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to ***Carman Burney at (702) 385-7268***. If there is no one present at the Planning Commission meeting who wants to discuss this item, you will not be called to the podium to discuss the case. However, you must be present in case any Planning Commissioner or member of the public wants to discuss the item. If you have any questions, please contact my office at (702) 229-6301.

Please sign and date that you have read and agree to the conditions and return to our office by 5:00PM APRIL 21 2010.

Signature — 4/21/10 Date

James Marchesi
Please Print Name

Check City
Company Name

Sincerely,

Steve Gebeke
Planning Supervisor
Case Planning Division

Submitted after final agenda
Date 4/21/10 Item 13

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

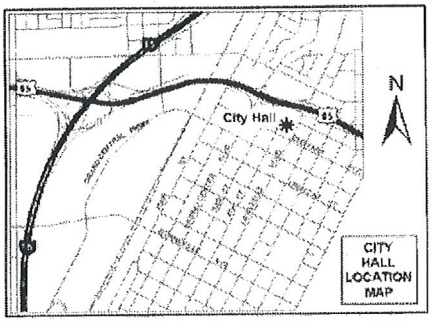
PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES

02 1M $ 00.41[4]
0004279218 APR 09 2010
MAILED FROM ZIP CODE 89101

Return Service Requested

Official Notice of Public Hearing



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APR 12 2010

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or 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-37624

Planning Commission Meeting of 4/22/2010

Case: SUP-37624

13810403031
FREANEL & SON CHEYENNE L L C
%MGT TEAM
P O BOX 33118
LAS VEGAS NV 89133-3118

RECEIVED
APR 12 2010

13A

City of Las Vegas Agenda Item No.: **63.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: MAY 19, 2010

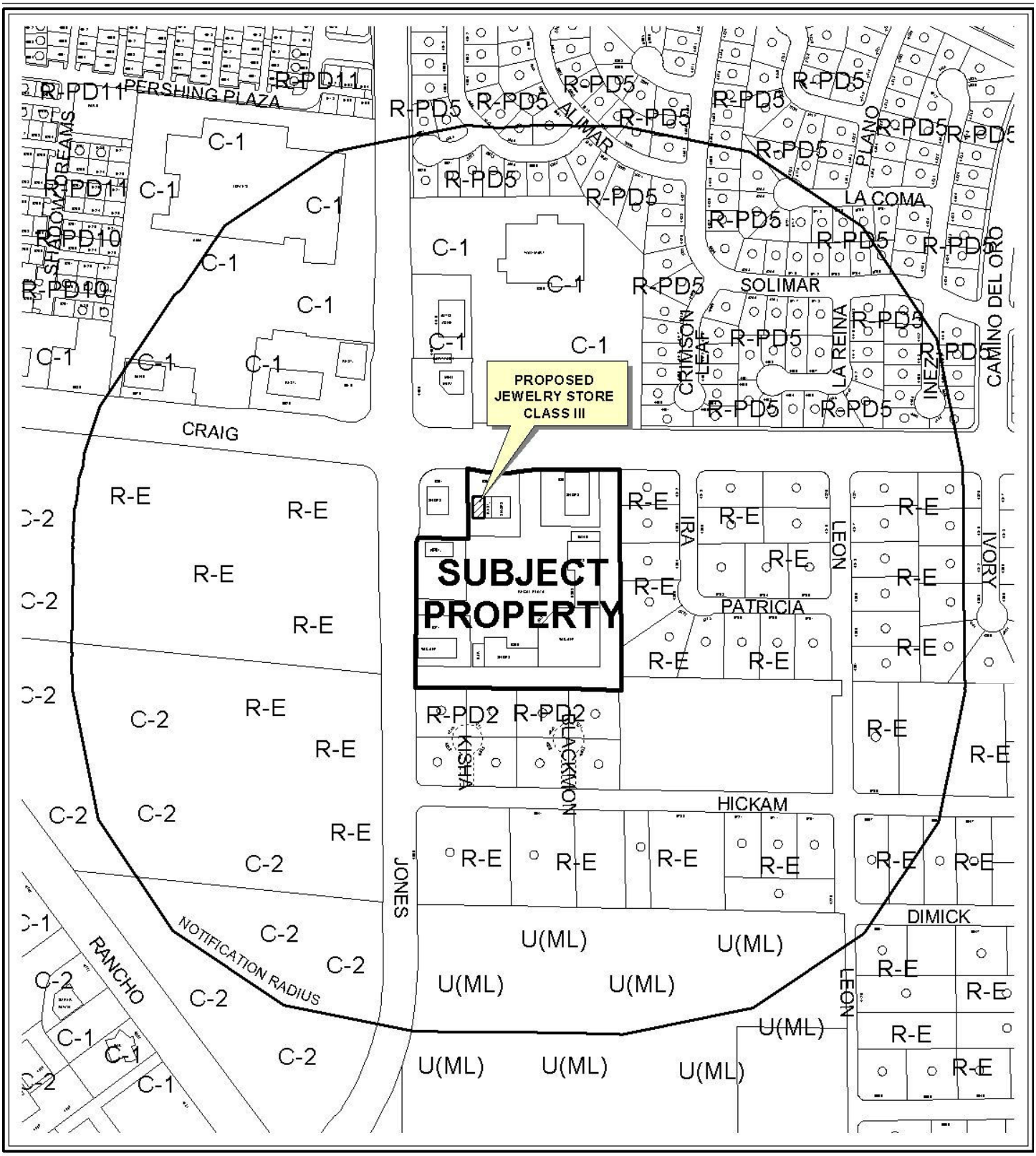
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-37625 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: CHECK CITY - OWNER: CONSTRUCTION GROUP, INC. - Request for a Special Use Permit TO ADD A JEWELRY STORE, CLASS III USE TO AN EXISTING 2,010 SQUARE-FOOT AUTO TITLE LOAN ESTABLISHMENT at 5861 West Craig Road, Suite #104 (APN 138-01-312-004), C-1 (Limited Commercial) Zone, Ward 6 (Ross). The Planning Commission (5-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**1**

RECOMMENDATION:
The Planning Commission (5-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Support Postcard
7. Backup referenced from the April 22, 2010 Planning Commission Meeting Item SUP-37625



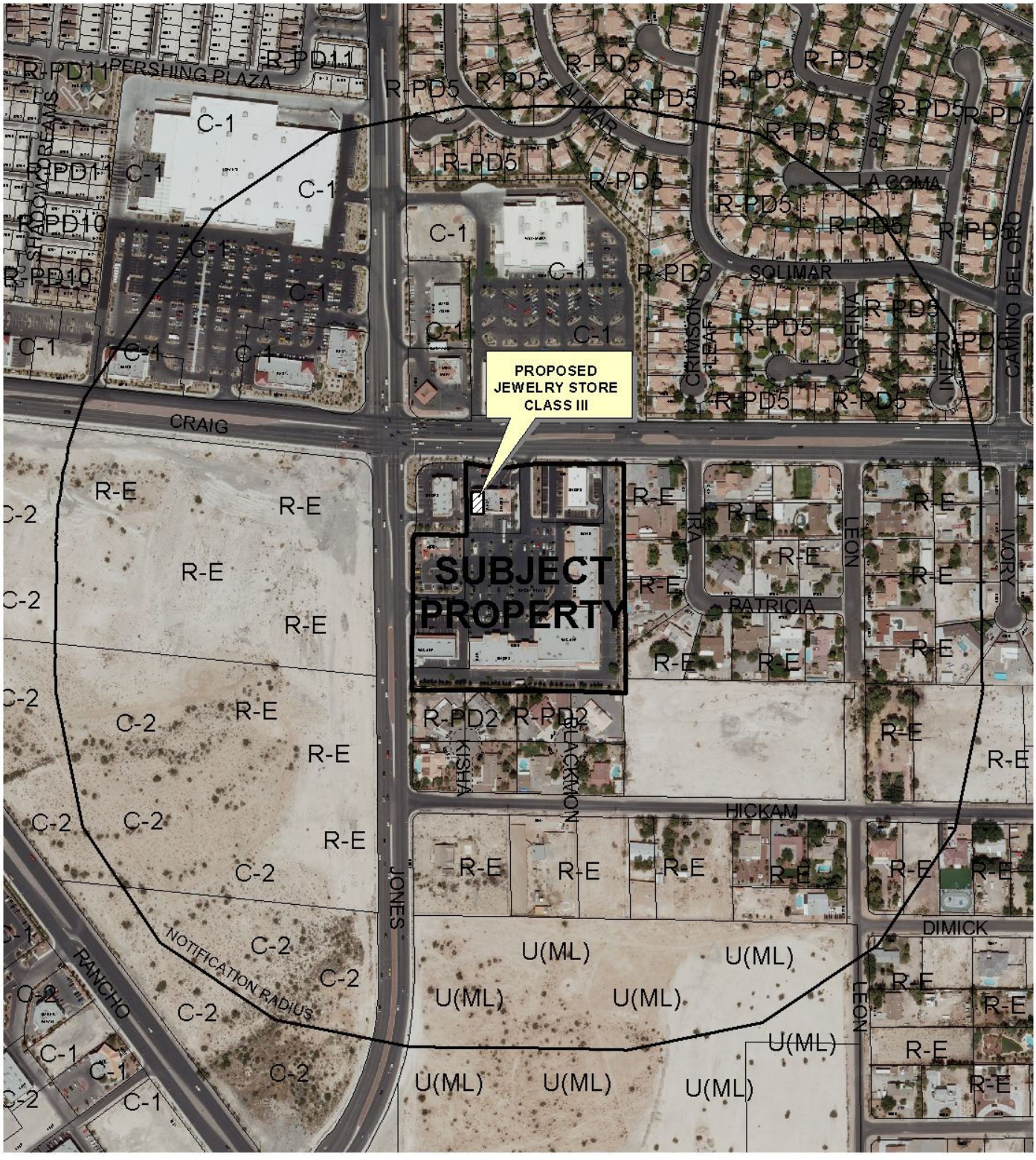
CASE: **SUP-37625**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

0 300 600 Feet

N



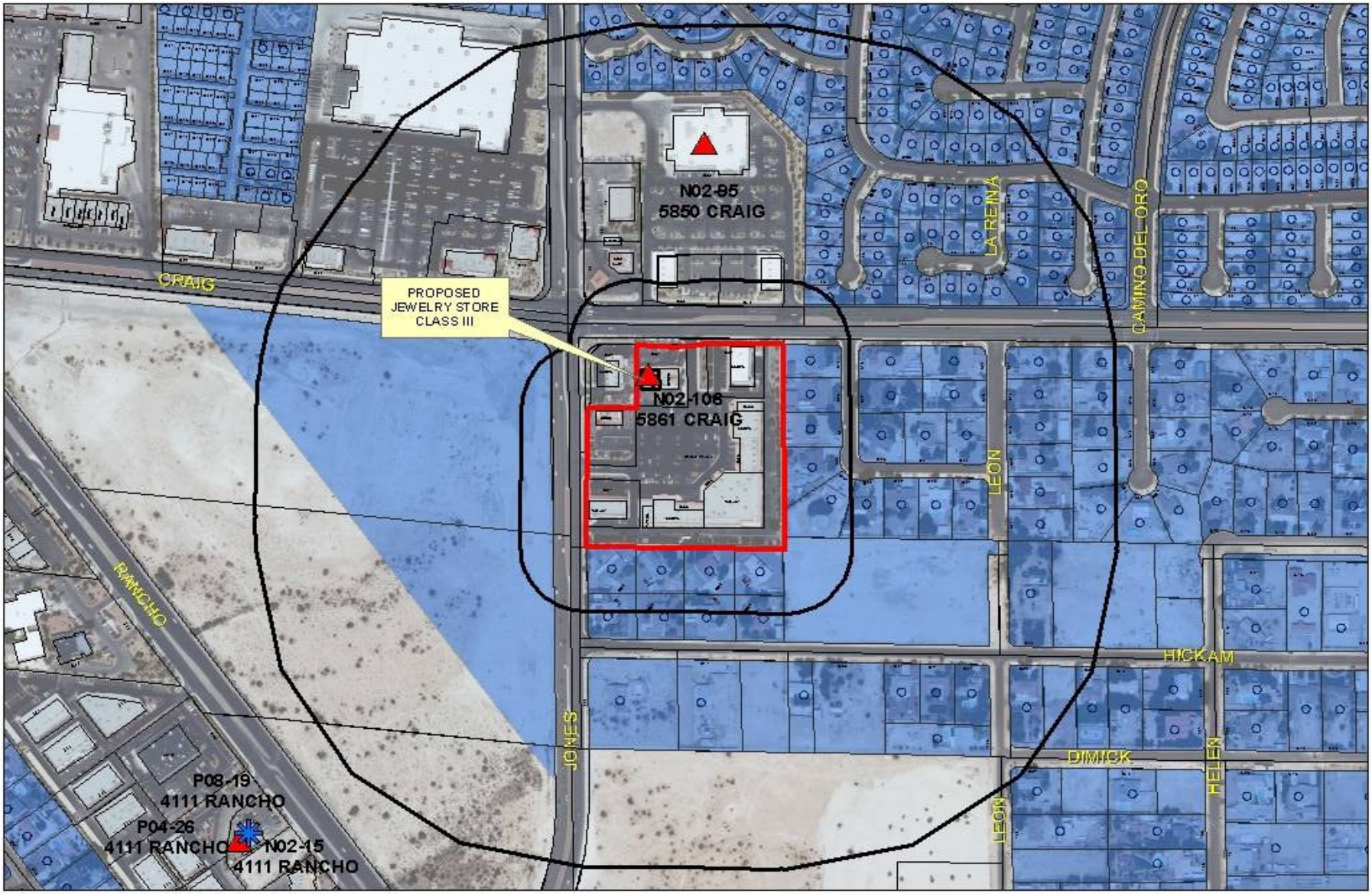
CASE: **SUP-37625**

RADIUS: 1000 FT

0 300 600 Feet

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



SUP-37625

Financial Business Locations

Financial Institution, Specified

Pawnshops

Automobile Title Loan

Subject Property

Residential Property

200ft & 1000ft Buffer

0 255 510 1,020 Feet

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 19, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: CHECK CITY - OWNER: CONSTRUCTION GROUP, INC.

** STAFF RECOMMENDATION(S) **

The Planning Commission (5-0 vote) and Staff recommend APPROVAL, subject to conditions:

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-37625	Staff recommends APPROVAL, subject to conditions:	N/A

** CONDITIONS **

SUP-37625 CONDITIONS

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Jewelry Store, Class III 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, 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 Page One
May 19, 2010 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit to add a Jewelry Store, Class III use within an existing 2,010 square-foot Auto Title Loan at 5861 West Craig Road, Suite #104. The use will allow the option to buy broken or discarded gold jewelry on premise. There is no resale of the jewelry; it is not a loan, but a purchase of the jewelry for gold. Staff recommends approval of this request, as the proposed use meets all minimum Special Use Permit requirements, and can be conducted in a manner that is compatible with the surrounding uses. If denied, the existing Auto Title Loan would remain as it is.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
03/07/90	The City Council approved a request for a Reclassification (Z-0140-89) of property located on the southeast corner of Jones Boulevard and Craig Road from R-E (Residential Estates) to C-1 (Limited Commercial) for a proposed shopping center with bank. The Planning Commission recommended approval.
01/17/01	The City Council approved a request for a request for a Site Development Plan Review [Z-0140-89(11)] and a waiver of the required landscaping for a proposed 6,800 square-foot retail building. The Planning Commission recommended denial whereas staff recommended approval.
01/22/03	The City Council approved a revised ordinance establishing Financial Institution, Specified use and to provide for other related matters.
04/22/10	The Planning Commission (5-0 vote) recommended APPROVAL (PC Agenda Item #14/ao).

Most Recent Change of Ownership	
04/21/00	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
04/04/01	A building permit (#1005706) was issued for on-site improvements and hardscapes at 5861 West Craig Road. The permit expired on 04/04/01.
07/13/01	A building permit (#1012806) was issued for tenant improvement for a certificate of occupancy at 5861 West Craig Road, Suite #104. The project was completed on 10/17/01.
11/28/01	A business license application (C21-00102) was submitted for check cashing and deferred deposit at 5861 West Craig Road, Suite #104. The license was inactive on 08/05/09.

09/10/10	A business license application (N02-00106) was submitted for deferred deposit and auto title loan at 5861 west Craig Road, Suite #104. The license is still active.

Pre-Application Meeting	
02/25/10	A pre-application meeting with the applicant was held where elements of submitting a Special Use Permit for a Jewelry Store, Class III were discussed. The topics included: • The applicant needed to revise the site plan, indicating the size of the building and size of the current suite location. The parking analysis should be incorporated onto the site plan and the site plan should show the entire shopping center. • The applicant needed to revise the justification letter to include the address location with a suite number, and the existing Financial Institution, Specified and Auto Title Loan square footage.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
03/18/10	A site inspection was conducted by staff with the following observations: • The subject property was noted as a well maintained commercial development having illegal signage on the windows and above the entrance. The violation has been referred to Code Enforcement.

Details of Application Request	
Site Area	
Net Acres	0.65

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Shopping Center	S-C (Service Commercial)	C-1 (Limited Commercial)
North	Commercial Development	S-C (Service Commercial)	C-1 (Limited Commercial)
South	Shopping Center	S-C (Service Commercial)	C-1 (Limited Commercial)

East	Shopping Center	S-C (Service Commercial)	C-1 (Limited Commercial)
West	Shopping Center	S-C (Service Commercial)	C-1 (Limited Commercial)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area			
Centennial Hills Sector Plan	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District	X		Y
Interlocal Agreement	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance			Y or N

DEVELOPMENT STANDARDS

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
	Gross Floor Area or Number of Units	***Required***			***Provided***		***Compliance***
			Parking		*Parking*		
Use		***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
Shopping Center	73,850 SF	1:250	295		391		Y
TOTAL SPACES REQUIRED			303		399		Y
TOTAL (With Handicapped)			295	8	391	8	Y

ANALYSIS

A Jewelry Store, Class III use is defined by Title 19.20.020 as a "store which buys and sells scrap precious metals for marketing as a commodity in bar form or in other than jewelry form, or which buys and sells precious metal bars and coins that are sold as a commodity rather than for numismatic purposes. This may include operations similar to a new jewelry store." The proposed use is within the guideline of the permissible use definition. The applicant will buy used jewelry as a way to acquire gold, but no resale of jewelry is involved. The use will be added to an existing Auto Title Loan use, which also allows activities of a Financial Institution Specified. The business was licensed prior to the City's requirement for a Special Use Permit for an Auto Title Loan use. Because the proposed use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, staff recommends approval.

FINDINGS (SUP-37625)

In order to approve a Special Use Permit application, per Title 19.18.060 the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The proposed Jewelry Store, Class III use can be conducted in a manner that is harmonious and compatible with the uses in the existing site and with the commercial uses on adjacent properties. The use is appropriate for the C-1 (Limited Commercial) zone.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site is physically suitable for the type and intensity of the proposed use. There is adequate on-site parking for 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.**

   Site access is provided from Craig Road, a 120-foot Primary Arterial, and Jones Boulevard, a 100-foot Primary Arterial as designated in the Master Plan of Street and Highways. These streets are of sufficient size to accommodate the needs of the proposed Jewelry Store, Class III use.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   The proposed use is consistent with the General Plan and will be subject to state and City of Las Vegas business and licensing requirements and will be monitored to ensure public safety and welfare is protected.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The proposed store complies with the Minimum Special Use Permit requirements for the use. There are no distance separation requirements for a Jewelry Store, Class III use.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 14

NOTICES MAILED 151 (By City Clerk)

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: SUP-37625 APN: 138-01-312-004

Name of Property Owner: Construction Group Inc.

Name of Applicant: Check City

Name of Representative: Check City

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: CONSTRUCTION GROUP, INC.
FRED SHAKIB, President

Subscribed and sworn before me

This 19th day of FEBRUARY, 20 10

_____

Notary Public in and for said County and State LOS ANGELES, CALIFORNIA

VASAN SONNY SANKARY
Commission # 1680092
Notary Public - California
Los Angeles County
My Comm. Expires Aug 6, 2010

RECEIVED
MAR 09 2010

PLANNING & DEVELOPMENT

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: SUP for Class III Jewelry

Project Address (Location) 5861 Craig Road

Project Name Check City **Proposed Use** Class III Jewelry

Assessor's Parcel #(s) 138-01-312-004 **Ward #**

General Plan: existing NC proposed NC **Zoning:** existing C-1 proposed C-1

Commercial Square Footage **Floor Area Ratio**

Gross Acres **Lots/Units** **Density**

Additional Information Adding use of gold purchase to existing financial institution

PROPERTY OWNER Construction Group Inc. **Contact**

Address 4405 Medley Place **Phone:** **Fax:**

City Encino **State** CA **Zip** 91316

E-mail Address

APPLICANT Check City **Contact** Jim Marchesi

Address 2640 Crimson Canyon **Phone:** (702) 258-8888 **Fax:**

City Las Vegas **State** nv **Zip** 89128

E-mail Address jtskee@aol.com

REPRESENTATIVE Check City **Contact** Jim Marchesi

Address 2640 Crimson Canyon **Phone:** (702) 258-8888 **Fax:**

City Las Vegas **State** NV **Zip** 89128

E-mail Address jtskee@aol.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 Construction Group, inc by Fred Shakib President

Subscribed and sworn before me

This 19th day of FEBRUARY, 20 10.

_____

Notary Public in and for said County and State LOS ANGELES, CA

VASAN SONNY SANKARY
Commission # 1680092
Notary Public - California
Los Angeles County
My Comm. Expires Aug 6, 2010

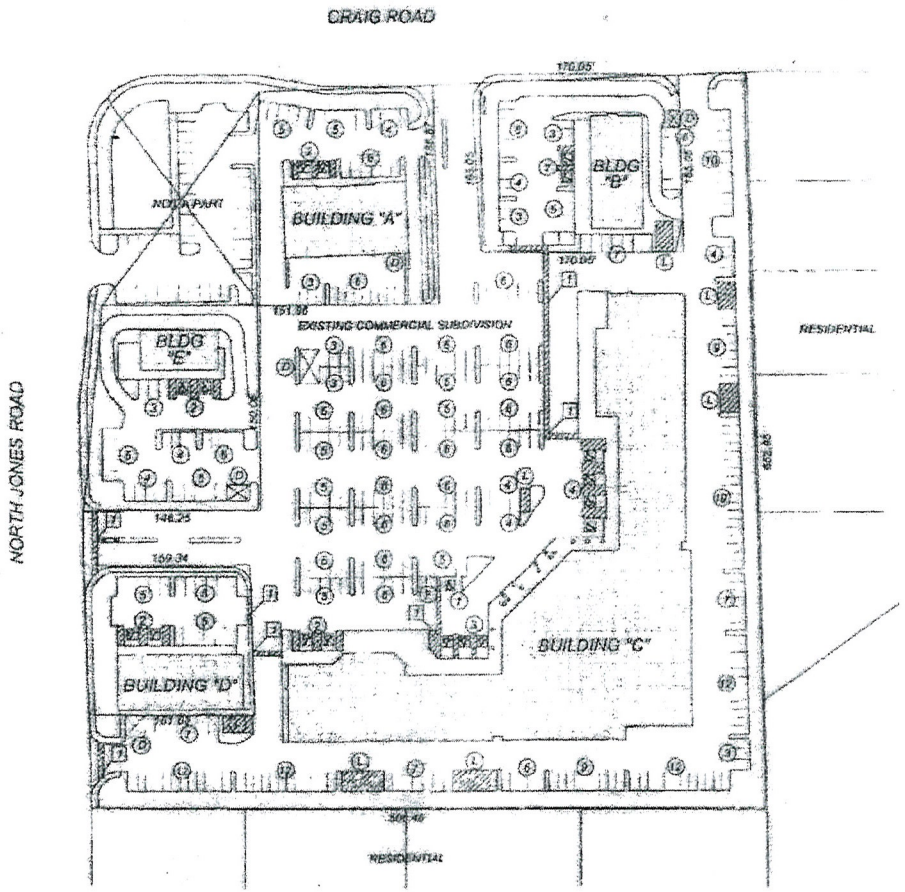
Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	SUP-37625
Meeting Date:	4/22/10
Total Fee:	1030 00
Date Received:*	3/9/10
Received By:	M REYO

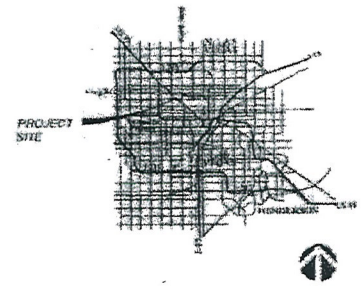
*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

f:\depot\Application Packet\Application Form.pdf



SITE PLAN
GRAPHIC SCALE: 0 50 30 50 200

KEY NOTES
(E) ACCESSIBLE EXTERIOR ROUTE TO PUBLIC TRANSPORTATION
(E) ACCESSIBLE PARKING
(E) LOADING ZONES
(E) DUMPSTER LOCATIONS



Vicinity Map
NOT TO SCALE

Parking Calculations

Building A	7200 square feet
Check City	(1992 square feet)
Building B	5500 square feet
Building C	55200 square feet
Building D	5500 square feet
Building E	2450 square feet
Total	73,850 square feet

Parking required 73,850 / 250 =303 spaces
Parking provided 399 spaces

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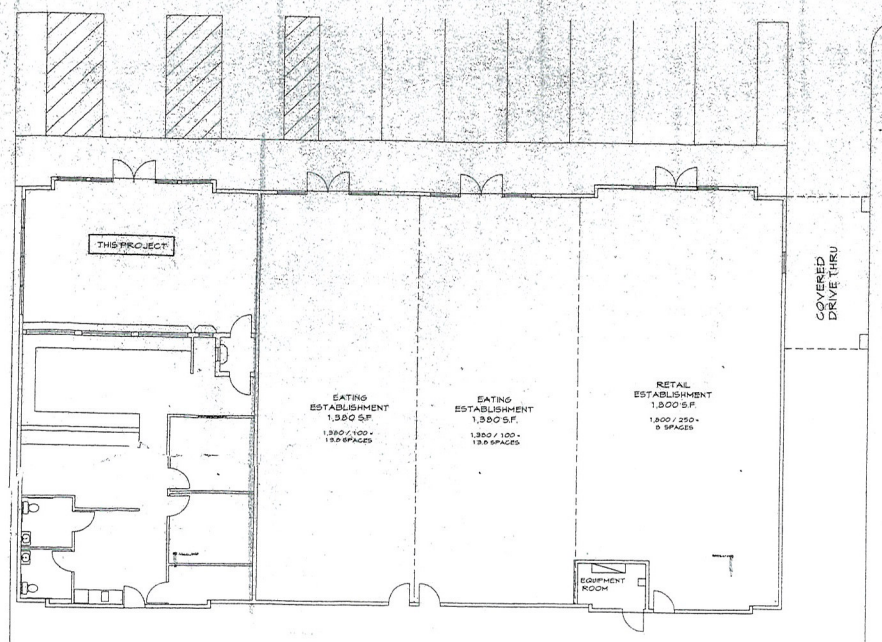
MAR 11 2010

SUP-37625
REVISED

Western US Contractors, LLC
REGAL PLAZA
PARKING ANALYSIS
SHEET: A1.01



SHELL FLOOR PLAN

1/8" SCALE

PROJECT SYNOPSIS

PROPOSED FINANCIAL OFFICE WITHIN A 1 STORY SHELL STRUCTURE

A.P.N.# 138 013 12 004

ZONE: C-1

SHELL SIZE - 6,800 S.F.

UBC ALLOWABLE SIZE: 8,000 S.F.

LOT SIZE: 28,373 S.F. (.65 ACRES)

LOT COVERAGE: 23.9 %

LANDSCAPE COVERAGE: 13.1 %

OCCUPANCY : B

TYPE OF CONSTRUCTION : V - NON RATED

SPRINKLERS : NO

HEIGHT ALLOWED : 35'

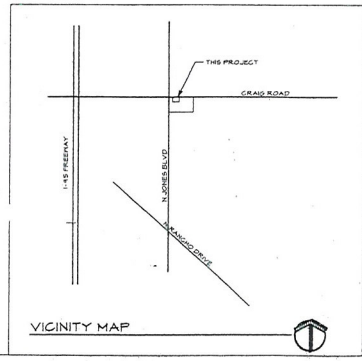
PARKING REQUIRED :

FINANCIAL: 11 SPACES

RETAIL: 8 SPACES

EATING: 27 SPACES

TOTAL PARKING REQUIRED : 46 SPACES



VICINITY MAP

REGAL PLAZA #2
LAS VEGAS NEVADA

Job No.
By
Date

RICHARD P. THRELFALL ARCHITECT, INC.
711 S. 9TH ST. LAS VEGAS, NEVADA 89101
(702) 388-0716

REVISIONS

A-1

SUP-37625
04/22/10 PC

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MAR 09 2010



SUP-37625 - APPLICANT: CHECK CITY - OWNER: CONSTRUCTION GROUP, INC.
5861 WEST CRAIG ROAD, SUITE #104

03/18/10



SUP-37625 - APPLICANT: CHECK CITY - OWNER: CONSTRUCTION GROUP, INC.
5861 WEST CRAIG ROAD, SUITE #104

03/18/10



SUP-37625 - APPLICANT: CHECK CITY - OWNER: CONSTRUCTION GROUP, INC.
5861 WEST CRAIG ROAD, SUITE #104

03/18/10

LA Stewart Consulting
2211 Rampart #130
Las Vegas, NV 89124
(702) 499-6469-Cell
(702) 946-0857-fax

March 9, 2010

City of Las Vegas, Planning & Development
739 South Fourth Street
Las Vegas, NV. 89101

RE: APN 138-01-312-004, 5861 W. Craig Rd

Dear Sir or Madam:

Please accept this letter as our request for a Special Use Permit to allow the existing Check City Payday & Auto Title Loan store to purchase gold on the premises. Recently there have been several commercials on TV for gold purchase where the customer requests an envelope, places their broken or discarded gold jewelry in the envelope and send it to the company. In turn, the company send the customer a check for approximately 10-15 cents on the dollar.

Check City would like to do something similar, only with more controls and a better situation for the customer. The customer brings the jewelry to the store and it is weighed and the customer walks away with a check for approximately 60-65 cents on the dollar-5 times more than if they mailed it. Also, the customer has control because they actually hand it over to a person, not a post office. In addition, it is held for 30 days so if the customer changes their mind they can return and get their jewelry back. Also, every purchase is reported to Metro on a daily basis. There is no resale of the jewelry, it is not a loan but a purchase of the jewelry for the gold. It will be an incidental use to the main business and is considered just another service for the customer.

The parking is adequate for the site. There is over 25,000 square feet in the center so it is calculated at 1 space per 250 square feet. There are over 80 extra parking spaces on site. Please contact me with any questions regarding this matter. Thank you for your consideration in this matter.

Yours truly,

Lucy Stewart
LA Stewart Consulting

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MAR 09 2010
SUP-37625
04/22/10 PC

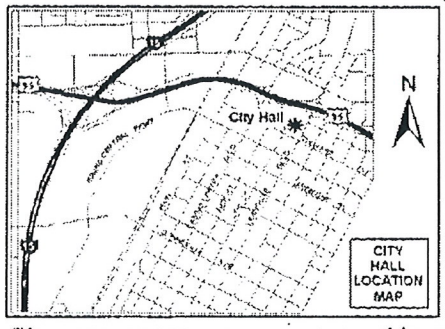
05/10/2010 MON 06:48 [TX/RX NO 7685] 001

RECEIVED
CITY CLERK

2010 MAY 10 A 8:05

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-37625
City Council Meeting of 5/19/2010

STRICKLAND ELIZABETH
MACLEOD HELEN Y
4405 INEZ DR
LAS VEGAS NV 89130-5119

APN#13801211100

CAUSE1 A8130

May 10 10 08:04a **** 7022574008 p.1

CITY OF LAS VEGAS
ONE MOTION / ONE VOTE

Planning and Development Department
Case Planning Division
731 South Fourth Street
Las Vegas, Nevada 89101
(702) 229-6301 Phone (702) 385-7268 Fax

SUBJECT: SUP-37625 - APPLICANT: CHECK CITY - OWNER: CONSTRUCTION GROUP, INC.

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***APRIL 22, 2010*** Planning Commission meeting. All of these items will be placed at the beginning of the agenda. The Chairman of the Planning Commission will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to ***Carman Burney at (702) 385-7268***. If there is no one present at the Planning Commission meeting who wants to discuss this item, you will not be called to the podium to discuss the case. However, you must be present in case any Planning Commissioner or member of the public wants to discuss the item. If you have any questions, please contact my office at (702) 229-6301.

Please sign and date that you have read and agree to the conditions and return to our office by 5:00PM APRIL 21, 2010.

Signature — 4/21/10 Date

James Marchesi
Please Print Name

Check City
Company Name

Sincerely,

Steve Gebeke
Planning Supervisor
Case Planning Division

RECEIVED
APR 21 2010

Submitted after final agenda
Date 4/21/10 Item 14

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
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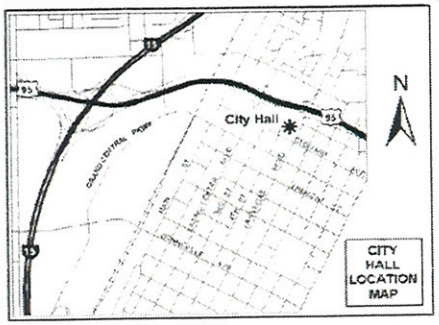
MAILED FROM ZIP CODE 89101

Return Service Requested

Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37624

Planning Commission Meeting of 4/22/2010

Case: SUP-37624

13810403006
CHEYENNE RANCH L L C
%C KEOUGH
125 CASSIA WY
HENDERSON NV 89014-6616

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APR 19 2010

Submitted after final agenda
Date 4/22/10
Item 14 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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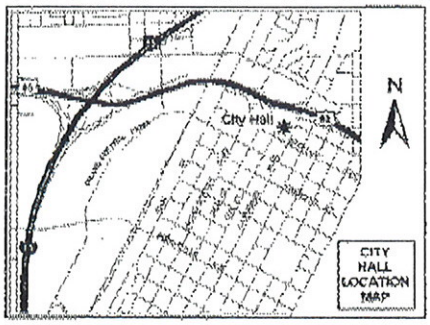
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37624

Planning Commission Meeting of 4/22/2010

I don't see any need for this Request to be approved - there is a Pawn shop at Cheyenne & Rainbow which serves as well

Case: SUP-37824
13810410003
RYNE ROBERT H & BENITA K
3340 N PIONEER WY
LAS VEGAS NV 89129-6206

RECEIVED
APR 16 2010

Submitted after final agenda
Date 4/22PC Item 14P

City of Las Vegas Agenda Item No.: **64.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: MAY 19, 2010

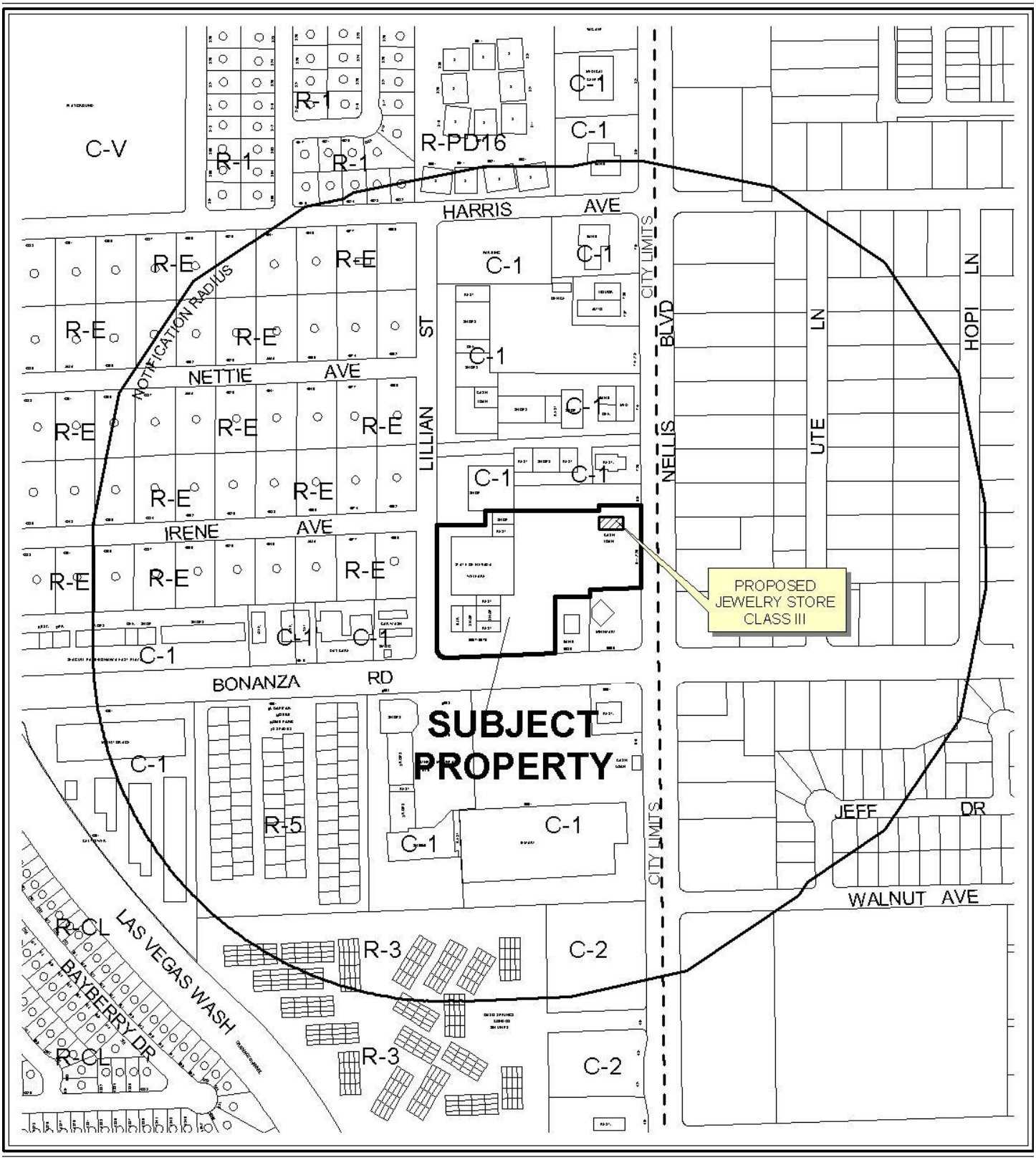
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-37626 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: CHECK CITY - OWNER: ALECO ENTERPRISES, INC. - Request for a Special Use Permit TO ADD A JEWELRY STORE, CLASS III USE WITHIN AN EXISTING 2,008 SQUARE-FOOT AUTO TITLE LOAN ESTABLISHMENT at 631 North Nellis Boulevard (APN 140-29-802-009), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (5-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**1**
City Council Meeting	**0**	**City Council Meeting**	**1**

RECOMMENDATION:
The Planning Commission (5-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Support Postcard
7. Backup referenced from the April 22, 2010 Planning Commission Meeting Item SUP-37626



0 300 600 Feet

CASE: **SUP-37626**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



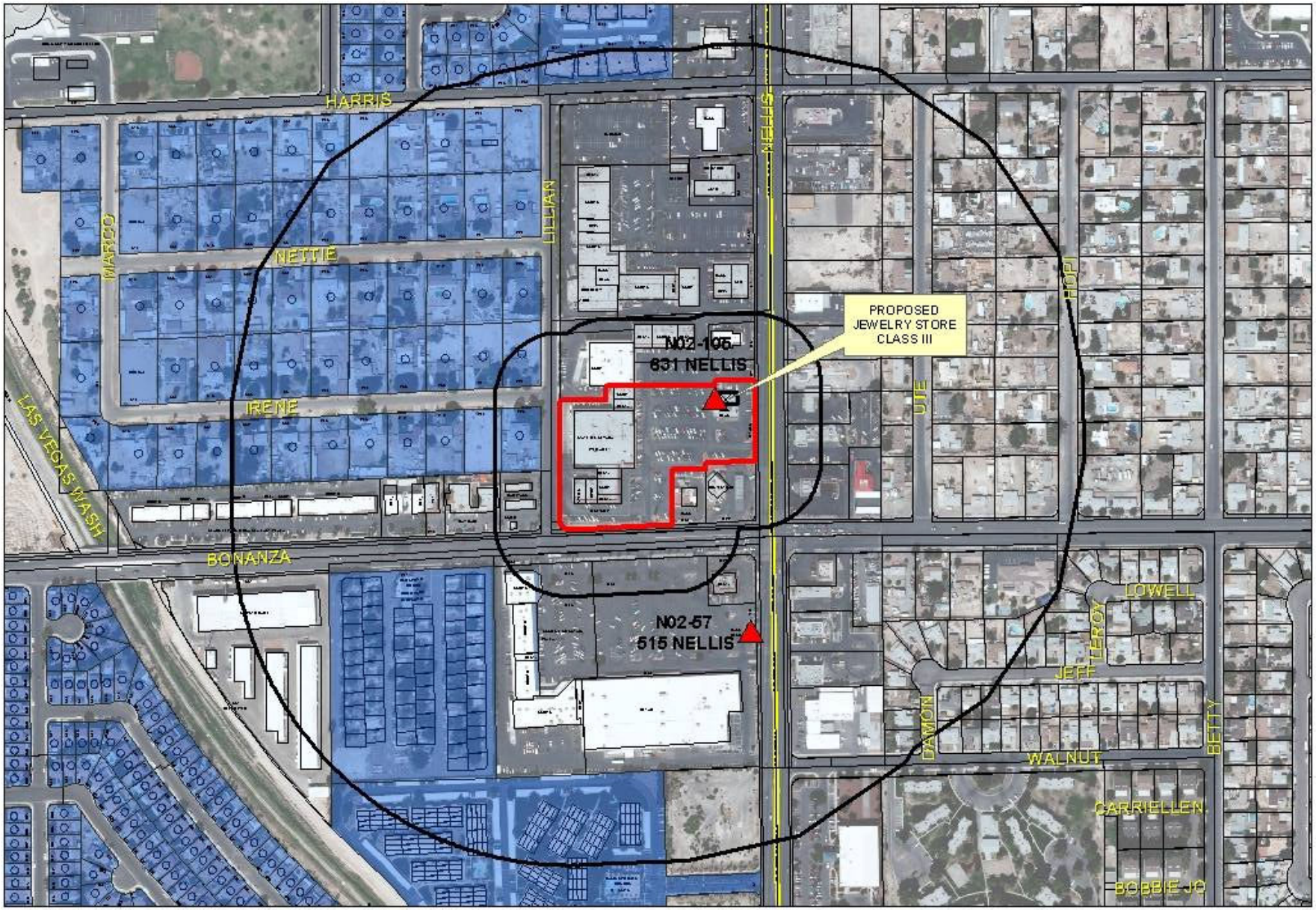
0 300 600 Feet

CASE: **SUP-37626**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



SUP-37626

Financial Business Locations

- Financial Institution, Specified
- Pawnshops
- Automobile Title Loan

- Subject Property
- Residential Property
- 200ft & 1000ft Buffer

0 245 490 980 Feet

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 19, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: CHECK CITY - OWNER: ALECO ENTERPRISES, INC.

** STAFF RECOMMENDATION(S) **

The Planning Commission (5-0 vote) and Staff recommend APPROVAL, subject to conditions:

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-37626	Staff recommends APPROVAL, subject to conditions:	

** CONDITIONS **

SUP-37626 CONDITIONS

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Jewelry Store, Class III use.

2. Conformance to the approved conditions for Special Use Permit (SUP-19645) and (SDR-19648).

3. All unpermitted signage and signage not meeting the requirements of Title 19 shall be removed within 10 days of final approval.

4. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity. An Extension of Time may be filed for consideration by the City of Las Vegas.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This application is a request for a Special Use Permit to add a Jewelry Store, Class III use within an existing 3,509 square-foot Auto Title Loan Establishment at 631 North Nellis Boulevard. The use will allow the option to buy broken or discarded gold jewelry on the premises. There is no resale of the jewelry; it is not a loan, but a purchase of the jewelry for the gold. Staff recommends approval of this request as the proposed use meets all minimum Special Use Permit requirements and can be conducted in a manner that is compatible with the surrounding uses. If denied, the existing Auto Title Loan Establishment would remain as it is.

ISSUES

- The business contains various unpermitted window signs in violation of Minimum Special Use Permit Requirement # 4.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
09/06/72	The City Council approved a Rezoning (Z-0062-72) from R-E (Residence Estates) to C-1 (Limited Commercial) on approximately 10 acres on the northwest corner of Bonanza Road and Nellis Boulevard. Planning Commission and staff recommended approval.
08/10/78	The Planning Commission considered a request for a Plot Plan Review (Z-0062-72) to allow a shopping center on property located at the northwest corner of Nellis Boulevard and Bonanza Road. Planning Commission and staff recommended approval.
04/18/07	The City Council approved a Special Use Permit (SUP-19645) for an Auto Title Loan and Financial Institution, Specified, with a Waiver to allow a distance separation of 60 feet from residential zoned property where 200 feet is required and a Waiver to allow a distance separation of 100 feet from an existing financial institution, specified where 1,000 feet is required at 631 North Nellis Boulevard. Planning Commission and staff recommended approval.
04/18/07	The City Council approved a Major Amendment (SDR-19648) to approved Site Development Plan/Plot Plan Review (Z-0062-72) for a 1,500 square foot addition to an existing 2,009 square foot commercial building with drive-through to be sited within an existing shopping center on a 4.56 acre parcel located at 631 North Nellis Boulevard. Planning Commission and staff recommended approval.

04/22/10	The Planning Commission (5-0 vote) recommended APPROVAL (PC Agenda Item #15/jg).

Most Recent Change of Ownership	
02/27/97	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
12/07/01	A building permit (#01021239) was issued for Certificate of Occupancy for office building at 631 N. Nellis Boulevard. The permit was finaled 4/02/02.
09/11/01	A business license (C21-01122) was issued for a Non-Depository Lender at 631 North Nellis Boulevard. The license was marked out of business on 8/05/09.
08/20/02	A business license (N02-00105) was issued for a Non-Depository Lender and Auto Title Loan business at 631 North Nellis Boulevard.
11/01/07	A building permit (#07003121) was issued for Certificate of Completion for a 1,500 square-foot office building addition with drive-through at 631 N. Nellis Boulevard. The permit was finaled 6/25/08.
07/09/08	A building permit (#118085) was issued for a Tenant Improvement at 631 North Nellis Boulevard. The permit was finaled 1/02/09.
05/28/09	A business license (W10-00316) was issued for a Wire Service at 631 North Nellis Boulevard.

Pre-Application Meeting	
02/25/10	A pre-application meeting was held. Submittal requirements were discussed, the applicant was informed that a detailed parking analysis would be required, and a revised site plan that indicates size of the building. A Project of Regional Significance was required.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
03/18/10	During a routine site inspection staff observed: • Various unpermitted signs attached to the store windows in violation of Minimum Special Use Permit Requirement # 4.

Details of Application Request	
Site Area	
Net Acres	4.56

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Auto Title Loan, Financial Institution, Specified	SC (Service Commercial)	C-1 (Limited Commercial)
North	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
South	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
East	Shopping Center	Clark County	Clark County
West	Single-Family Residential and Commercial	R (Rural Density Residential) and SC (Service Commercial)	R-E (Residential Estates) and C-1 (Limited Commercial)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area		X	
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	
Trails		X	
Rural Preservation Overlay District		X	
Las Vegas Redevelopment Plan Area		X	
Development Impact Notification Assessment		X	
Project of Regional Significance	X		Y

DEVELOPMENT STANDARDS

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
	Gross Floor Area or Number of Units	***Required***			***Provided***		***Compliance***
			Parking		*Parking*		
Use		***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
Shopping Center	54,556 sf	1:250	219		266		Y
TOTAL SPACES REQUIRED			219		266		Y
TOTAL (With Handicapped)			212	7	259	7	Y

JG

ANALYSIS

The applicant is requesting a Special Use Permit for a Jewelry Store, Classs III use within an existing Auto Title Loan Establishment at 631 North Nellis Boulevard. A Jewelry Store, Class III use is defined by Title 19.20.020 as a "store which buys and sells scrap precious metals for marketing as a commodity in bar form or in other than jewelry form, or which buys and sells precious metal bars and coins that are sold as a commodity rather than for numismatic purposes. This may include operations similar to a new jewelry store." The proposed use is within the guideline of the permissible use definition. The applicant will buy used jewelry as a way to acquire gold, with no resale of the acquired items to the general public.

The parking requirement for the existing Auto Title Loan Establishment, which is located within a large Shopping Center, is one space per 250 square feet. The proposed Jewelry Store, Class III will not increase this requirement. The subject site contains 266 spaces, which exceeds the minimum required 219 spaces for the proposed use on the site. The proposed use is compatible with the surrounding areas, as Service Commercial uses exist on three sides of the subject property. Therefore, staff reccomends approval.

FINDINGS (SUP-37626)

In order to approve a Special Use Permit application, per Title 19.18.060 the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The proposed Jewelry Store Class III use can be conducted in a manner that is harmonious and compatible with the uses in the existing shopping center and with the uses on adjacent properties.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The proposed use will be operated in conjunction with the existing Auto Title Loan Establishment. The subject site is physically suitable for the type and intensity of 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.**

Site access is provided from Bonanza Road, a 100-foot Primary Arterial and Nellis Boulevard, a 100-foot Primary Arterial as designated in the Master Plan of Streets and Highways. These streets are adequate in size to accommodate the proposed use.

4. Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.

Approval of the proposed Special Use Permit will not compromise the public health, safety and general welfare, as the use will be subject to regular inspections for business licensing.

5. The use meets all of the applicable conditions per Title 19.04.

The proposed use complies with the Minimum Special Use Permit requirements for a Jewelry Store, Class III use. There are no distance separation requirements for a Jewelry Store Class III use.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 6

NOTICES MAILED 150 (By City Clerk)

APPROVALS 1

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: SUP-37626 APN: 140-29-802-009

Name of Property Owner: Aleco Enterprises Inc.

Name of Applicant: Check City

Name of Representative: Check City

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: _____ Secretary

Print Name: Robert Munakash

Subscribed and sworn before me

This 17 day of Feb. 2010

_____

Notary Public in and for said County and State

SYLVIA DAVES GRIES
Commission # 1655374
Notary Public - California
Los Angeles County
My Comm. Expires Apr 27, 2010

RECEIVED
MAR 09 2010

PLANNING & DEVELOPMENT

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: SUP for Class III Jewelry

Project Address (Location) NWC Nellis & Bonanza 1031 Nellis Blvd

Project Name Check City **Proposed Use** Class III Jewelry

Assessor's Parcel #(s) 140-29-802-009 **Ward #** _____

General Plan: existing NC proposed NC **Zoning:** existing C-1 proposed C-1

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information Adding use of gold purchase to existing financial institution

PROPERTY OWNER Aleco Enterprises Inc. **Contact** Munakash

Address 12111 La Casa LN **Phone:** 310 459-7645 **Fax:** 310-459-8065

City Los Angeles **State** ~~NV~~ CA **Zip** ~~89107~~ 90049

E-mail Address RMunakash@~~AAA~~MAC.com

APPLICANT Check City **Contact** Jim Marchesi

Address 2640 Crimson Canyon **Phone:** (702) 258-8888 **Fax:** _____

City Las Vegas **State** nv **Zip** 89128

E-mail Address jtskee@aol.com

REPRESENTATIVE Check City **Contact** Jim Marchesi

Address 2640 Crimson Canyon **Phone:** (702) 258-8888 **Fax:** _____

City Las Vegas **State** NV **Zip** 89128

E-mail Address jtskee@aol.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 Robert Munakash

Subscribed and sworn before me

This 17 day of February, 20 10.

_____

Notary Public in and for said County and State

SYLVIA DAVES GRIEB
Commission # 1655374
Notary Public - California
Los Angeles County
My Comm. Expires Apr 27, 2010

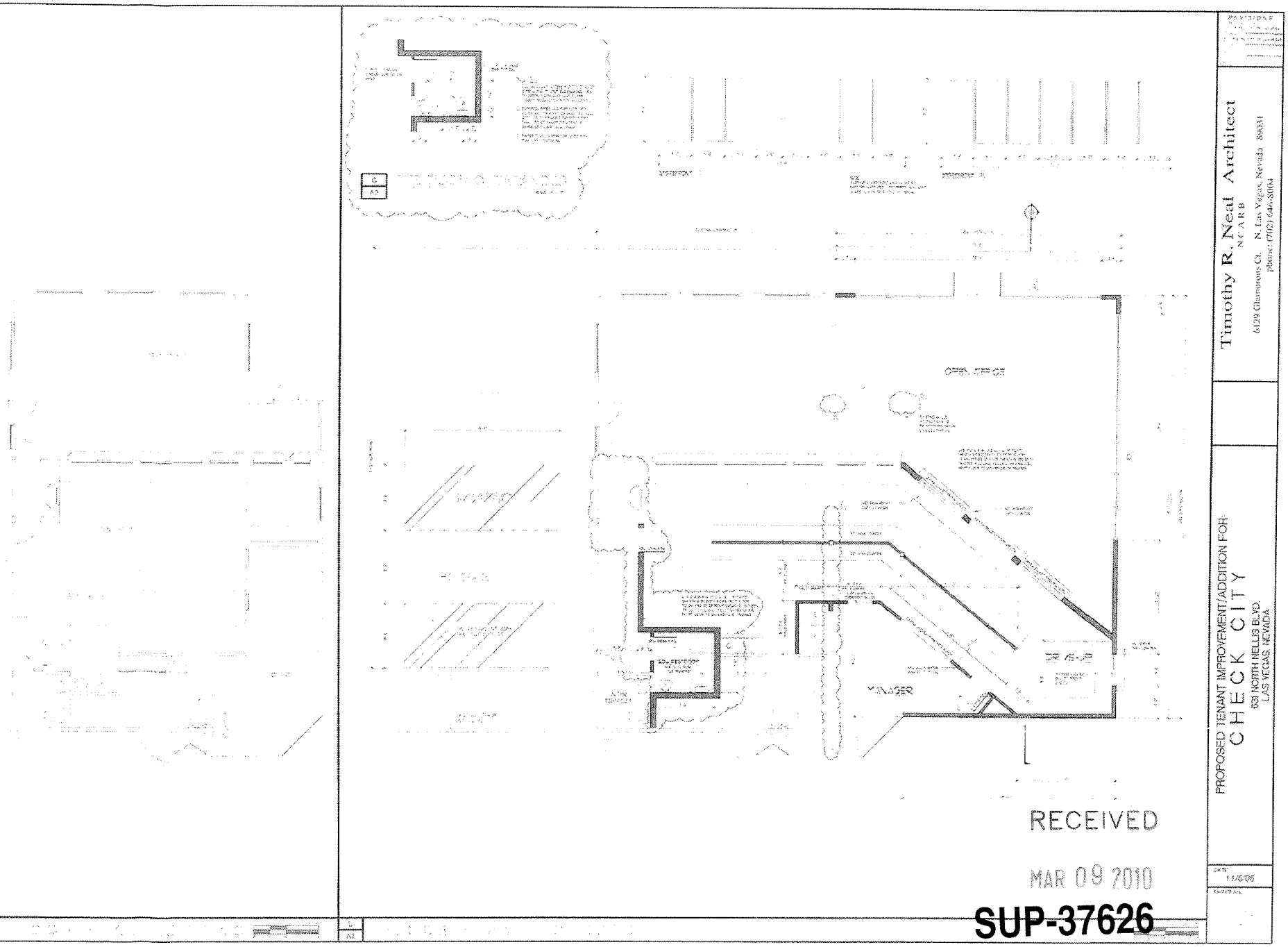
FOR DEPARTMENT USE ONLY

Case #	SUP-37626
Meeting Date:	4/22/10
Total Fee:	1030.00
Date Received:*	3/9/10
Received By:	MREY

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf



Timothy R. Neal Architect
N C A R B
6129 Glenstrom Ct. N. Las Vegas, Nevada 89031
phone: (702) 649-5004

PROPOSED TENANT IMPROVEMENT/ADDITION FOR:
CHECK CITY
631 NORTH NELLIS BLVD.
LAS VEGAS, NEVADA

DATE
11/6/09

RECEIVED
MAR 09 2010

SUP-37626
04/22/10 PC



SUP-37626 - APPLICANT: CHECK CITY - OWNER: ALECO ENTERPRISES, INC.
631 NORTH NELLIS BOULEVARD

03/18/10



SUP-37626 - APPLICANT: CHECK CITY - OWNER: ALECO ENTERPRISES, INC.
631 NORTH NELLIS BOULEVARD

03/18/10



SUP-37626 - APPLICANT: CHECK CITY - OWNER: ALECO ENTERPRISES, INC.
631 NORTH NELLIS BOULEVARD

03/18/10



SUP-37626 - APPLICANT: CHECK CITY - OWNER: ALECO ENTERPRISES, INC.
631 NORTH NELLIS BOULEVARD

03/18/10

LA Stewart Consulting
2211 Rampart #130
Las Vegas, NV 89128
(702) 499-6469-Cell
(702) 946-0857-fax

March 9, 2010

John Grider, Planner I
City of Las Vegas, Planning & Development
739 South Fourth Street
Las Vegas, NV. 89101

RE: APN 140-29-802-009, 631 N. Nellis,

Dear Mr. Grider:

Please accept this letter as our request for a Special Use Permit to allow the existing Check City Payday & Auto Title Loan store to purchase gold on the premises. Recently there have been several commercials on TV for gold purchase where the customer requests an envelope, places their broken or discarded gold jewelry in the envelope and send it to the company. In turn, the company send the customer a check for approximately 10-15 cents on the dollar.

Check City would like to do something similar, only with more controls and a better situation for the customer. The customer brings the jewelry to the store and it is weighed and the customer walks away with a check for approximately 60-65 cents on the dollar-5 times more than if they mailed it. Also, the customer has control because they actually hand it over to a person, not a post office. In addition, it is held for 30 days so if the customer changes their mind they can return and get their jewelry back. Also, every purchase is reported to Metro on a daily basis. There is no resale of the jewelry, it is not a loan but a purchase of the jewelry for the gold. It will be an incidental use to the main business and is considered just another service for the customer.

There is more than adequate parking on the site. This site contains 3509 square feet. When this location (Check City) was remodeled a few years back, additional parking was provided around the building. They required 13 spaces, the new calculation requires 20 spaces. The surrounding parking area provides

SUP-37626
REVISED

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MAR 17 2010

for over 30 spaces, and those remain vacant most of the time. Please contact me with any questions regarding this matter. Thank you for your consideration i this matter.

Yours truly,

Lucy Stewart
LA Stewart Consulting

SUP-37626
REVISED

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

RECEIVED
CITY CLERK

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
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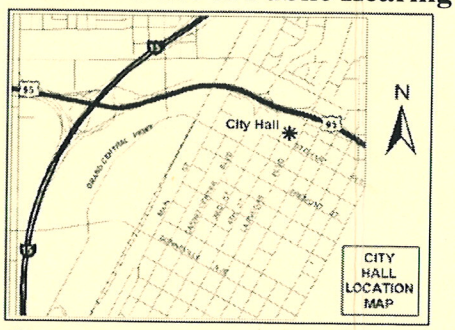
MAY 07 2010
MAILED FROM ZIP CODE 89101

2010 MAY 11 A 11:04

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-37626
City Council Meeting of 5/19/2010

BUCANEG ULDARICO C JR & RAQUEL
BUCANEG CONCHITA C
5222 WALNUT AVE
LAS VEGAS NV 89110-3605

APN#14033110044

CAVDP11 A9110

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Planning and Development Department
Case Planning Division
731 South Fourth Street
Las Vegas, Nevada 89101
(702) 229-6301 Phone (702) 385-7268 Fax

SUBJECT: SUP-37626 - APPLICANT: CHECK CITY - OWNER: ALECO ENTERPRISES, INC.

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***APRIL 22, 2010*** Planning Commission meeting. All of these items will be placed at the beginning of the agenda. The Chairman of the Planning Commission will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to ***Carman Burney at (702) 385-7268***. If there is no one present at the Planning Commission meeting who wants to discuss this item, you will not be called to the podium to discuss the case. However, you must be present in case any Planning Commissioner or member of the public wants to discuss the item. If you have any questions, please contact my office at (702) 229-6301.

Please sign and date that you have read and agree to the conditions and return to our office by 5:00PM APRIL 21, 2010.

Signature

4/21/10
Date

James Marchesi
Please Print Name

Check City
Company Name

Sincerely,

Steve Gebcke
Planning Supervisor
Case Planning Division

RECEIVED
APR 21 2010

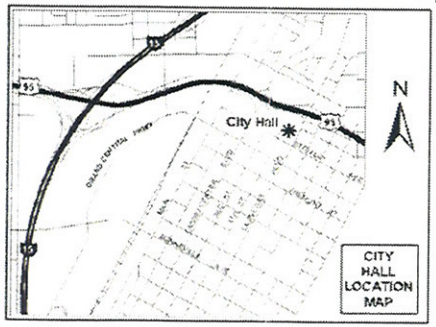
Submitted after final agenda
Date 4/21/10 Item 15

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 APR 09 2010
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37626

Planning Commission Meeting of 4/22/2010

Case: SU

14029801011
BONANZA SUNRISE L L C
9220 CATHWELL LN
TUJUNGA CA 91042-3321

RECEIVED
APR 19 2010

Submitted after final agenda
Date 4/22/10
Item 15A

City of Las Vegas Agenda Item No.: **65.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: MAY 19, 2010

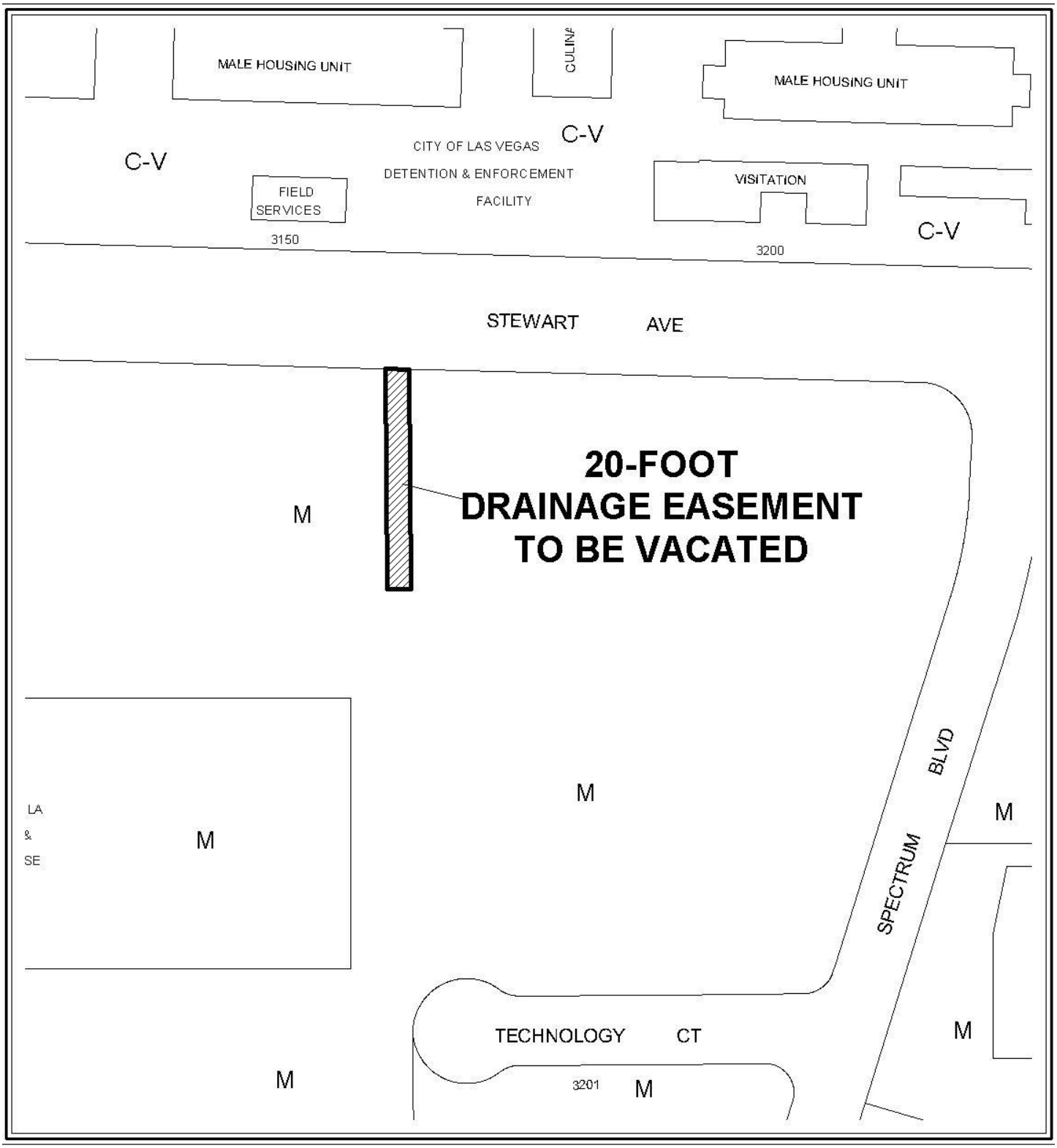
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAC-37574 - VACATION - PUBLIC HEARING - APPLICANT/OWNER: BCI COCA-COLA BOTTLING COMPANY OF LOS ANGELES - Petition to Vacate a 20-foot wide public drainage easement at 230 North Mojave Road, Ward 3 (Reese). The Planning Commission (5-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (5-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the April 22, 2010 Planning Commission Meeting Item VAC-37574



0 100 200 Feet

CASE: **VAC-37574**

N



0 100 200 Feet

CASE: **VAC-37574**

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 19, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: BCI COCA-COLA BOTTLING COMPANY OF LOS ANGELES

** STAFF RECOMMENDATION(S) **

The Planning Commission (5-0vote) and Staff recommend APPROVAL, subject to conditions:

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
VAC-37574	Staff recommends APPROVAL, subject to conditions:	N/A

** CONDITIONS **

VAC-37574 CONDITIONS

1. The limits of this Petition of Vacation shall be a twenty-foot wide by one hundred ninety foot long Public Drainage Easement generally located perpendicular to Stewart Avenue and approximately six hundred feet east of Mojave Road.

2. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the recordation of the Order of Vacation for this application. Appropriate drainage easements shall be reserved if recommended by the approved Drainage Plan/Study. The drainage study required by SDR-32475 may be used to satisfy this requirement provided that it addresses the area to be vacated.

3. All development shall be in conformance with code requirements and design standards of all city departments.

4. 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.

5. If the Order of Vacation is not recorded within one (1) year after approval by the City of Las Vegas or an Extension of Time is not granted by the Planning Director, then approval will terminate and a new petition must be submitted.

** STAFF REPORT **

PROJECT DESCRIPTION

The subject property consists of a 116,633 square-foot warehouse facility at 230 North Mojave Road. This request proposes to Vacate a 20-foot wide public drainage easement generally located perpendicular to Stewart Avenue and approximately 660 feet east of Mojave Road. Staff recommends approval, as the request is necessary to facilitate construction of a 104,517 square-foot addition to the existing warehouse, as approved by Site Development Plan Review (SDR-32475). If denied, the applicant must redesign the approved site plan so the addition does not encroach into the existing public drainage easement.

ISSUES

- The applicant has indicated that this request is being submitted to facilitate construction of an addition to the existing warehouse, as approved by Site Development Plan Review (SDR-32475).

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
12/21/88	The City Council approved a request for the Reclassification (Z-0111-88) of property bounded by Stewart Avenue, Pecos Street, Charleston Boulevard and Mojave Road from C-1 (Limited Commercial) to R-3 (Medium Density Residential) and M (Industrial) for proposed apartments and industrial. The Planning Commission recommended approval.
01/10/91	The Planning Commission approved (final action) a request for a Plot Plan and Building Elevation Review (Z-0111-88) for a proposed distribution center on property located on the east side of Mojave Road approximately 410 feet south of Stewart Avenue.
01/22/92	The City Council approved a request for a Special Use Permit (U-0297-91) to allow a 575 gallon propane tank on property located on the east side of Mojave Road between Sunrise Avenue and Stewart Avenue. The Board of Zoning Adjustment recommended approval.
06/27/96	The Planning Commission approved (final action) a request for an Aesthetic Review (AR-11-96) for a proposed 63,912 square-foot expansion to an existing warehouse / distribution center on property located at 230 North Mojave Road.
02/18/09	The City Council approved a request for a Site Development Plan Review (SDR-32475) for a proposed 104,517 square-foot expansion of an existing 116,633 square-foot warehouse on 20.3 acres at 230 North Mojave Road. Planning Commission and staff recommended approval.

GK

04/22/10	The Planning Commission (5-0 vote) recommended APPROVAL (PC Agenda Item #16/gk).

Most Recent Change of Ownership	
04/28/95	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
04/22/91	A building permit (#91103717) was issued for grading at 230 North Mojave Road. The permit was finaled on 01/29/92.
04/24/91	A building permit (#91104038) was issued for a plan review at 230 North Mojave Road. The permit was finaled on 04/24/91.
04/24/91	A building permit (#91104040) was issued for an office warehouse building at 230 North Mojave Road. The permit was finaled on 01/29/92.
04/24/91	A building permit (#91104042) was issued for a check-in booth at 230 North Mojave Road. The permit was finaled on 01/29/92.
04/24/91	A building permit (#91104041) was issued for a maintenance building at 230 North Mojave Road. The permit was finaled on 01/29/92.
04/24/91	A building permit (#91104039) was issued for paving, landscaping, and a trash enclosure at 230 North Mojave Road. The permit was finaled on 01/29/92.
07/11/91	A building permit (#91113012) was issued for development revisions and expansion of an existing building at 230 North Mojave Road. The permit was finaled on 01/29/92.
08/12/91	A building permit (#91116089) was issued for on-site sewer and water at 230 North Mojave Road. The permit was finaled on 11/14/91.
12/17/91	A building permit (#91129608) was issued for a sign at 230 North Mojave Road. The permit was finaled on 01/22/92.
04/20/92	A business license (#S12-00010) was issued for a soft drink distribution warehouse at 230 North Mojave Road. The license is active.
02/07/95	A building permit (#95366326) was issued for a tenant improvement at 230 North Mojave Road. The permit was finaled on 05/02/95.
08/22/96	A building permit (#96017244) was issued for an exterior demolition at 230 North Mojave Road. The permit expired on 08/29/98.
09/19/96	A building permit (#96018972) was issued for on-site improvements at 230 North Mojave Road. The permit expired on 08/29/98.
09/19/96	A building permit (#96018973) was issued for a warehouse expansion with office at 230 North Mojave Road. The permit was finaled on 06/05/97.
10/15/96	A building permit (#96020789) was issued for on-site water, sewer, and fire at 230 North Mojave Road. The permit expired on 08/29/98.
04/30/97	A building permit (#97008825) was issued for a sign at 230 North Mojave Road. The permit expired on 08/29/98.

06/09/97	A building permit (#97011713) was issued to move a propane tank at 230 North Mojave Road. The permit expired on 08/29/98.
06/10/97	A building permit (#97011798) was issued for an interior remodel and additional restrooms at 230 North Mojave Road. The permit expired on 08/29/98.
10/06/97	A building permit (#97020429) was issued for a tenant improvement at 230 North Mojave Road. The permit expired on 08/29/98.
11/10/05	Code Enforcement processed a complaint (Case #36114) for cable being installed on the second floor without permits by an out-of-state contractor. The case was closed by Code Enforcement on 03/23/06.
08/01/07	Code Enforcement processed a complaint (Case #56353) for weeds at 230 North Mojave Road. The case was closed by Code Enforcement on 09/18/07.

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
03/18/10	Staff conducted a field check on the indicated date and noted a well maintained industrial lot free of trash and debris.

Details of Application Request	
Site Area	
Net Acres	20.31

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Distribution Warehouse	LI/R (Light Industry/ Research)	M (Industrial)
North	Detention and Enforcement Facility	PF (Public Facilities)	C-V (Civic)
South	Office and Warehouse Complex	LI/R (Light Industry/ Research)	M (Industrial)
East	Office and Warehouse Complex	LI/R (Light Industry/ Research)	M (Industrial)

West	Community Center/ Contractor/ Building Supplies/ Used Auto Sales/ Automobile Towing/ Storage/ Lawn & Pool Service	LI/R (Light Industry/ Research) & PF (Public Facilities)	M (Industrial) & C-1 (Limited Commercial)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan	X		Y
Las Vegas Spectrum	X		Y
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails – Pedestrian Path	X		Y
Rural Preservation Overlay District			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 a twenty-foot (20') wide by one hundred ninety-foot (190') long public drainage easement perpendicular to Stewart Avenue and approximately six hundred sixty-feet (660') east of Mojave Road. Said property being a portion of the E½ of the NW¼ of the SE¼ Section 36, Township 20 South, Range 61 East, M.D.M.

ANALYSIS

A) Planning Discussion

This is a request to Vacate a 20-foot wide public drainage easement generally located at 230 North Mojave Road. Staff recommends approval, as the request is necessary to facilitate construction of a 104,517 square-foot addition to the existing 116,633 square foot warehouse, as approved by Site Development Plan Review (SDR-32475).

B) Public Works Discussion

This Vacation application proposes to vacate an existing 20-foot wide 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 Vacation 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.

NOTICES MAILED 1 (By City Clerk)

APPROVALS 0

PROTESTS 0

GK

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAC-37574** APN: 139-36-710-022

Name of Property Owner: BCI Coca-Cola Bottling Company of Los Angeles,

Name of Applicant: BCI Coca-Cola Bottling Company of Los Angeles

Name of Representative: Raul Ramirez

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: Matthew J. Fanoe, Corporate Director of Real Estate and Facilities

Subscribed and sworn before me

This 1st day of March, 2010

_____

Notary Public in and for ~~said County and State~~ Cobb County, Georgia

CELESTE H. BURR NOTARY PUBLIC COBB COUNTY GEORGIA EXPIRES JUNE 1, 2013

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

COPY

Application/Petition For: Easement Vacation

Project Address (Location) 230 North Mojave Road, Las Vegas, NV

Project Name Warehouse Expansion/Vacation Project **Proposed Use** Warehouse

Assessor's Parcel #(s) 139-36-710-022 **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing M proposed M

Commercial Square Footage 223,687 sf **Floor Area Ratio** _____

Gross Acres 20.3 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER BCI Coca-Cola Bottling Company of Los Angeles c/o Coca-Cola Enterprises Inc. **Contact** Matthew J. Fanoe Corp. Director of Real Estate

Address 2500 Windy Ridge Parkway **Phone:** 770/989-3103 **Fax:** 770/989-3019

City Atlanta **State** GA **Zip** 30339

E-mail Address mfanoe@cokecce.com

APPLICANT BCI Coca-Cola Bottling Company of Los Angeles **Contact** Raul Ramirez, Facility Mgr.

Address 8729 Cleta Street **Phone:** 562/803-8121 **Fax:** 562/922-7654

City Downey **State** CA **Zip** 90241

E-mail Address rramirez@cokecce.com

REPRESENTATIVE Cadiz & Cadiz Architects **Contact** Carlos Cadiz, Project Mgr.

Address 110 W. Escalones, Ste. A **Phone:** 949/361-0437 **Fax:** 949/361-0696

City San Clemente **State** CA **Zip** 92672

E-mail Address ccadiz@cadizarchitects.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 Matthew J. Fanoe

Subscribed and sworn before me

This 1st day of March, 20 10.

Celeste H. Burr

Notary Public in and for ~~said County and State~~ Cobb County, Georgia

CELESTE H. BURR NOTARY PUBLIC COBB COUNTY GEORGIA EXPIRES JUNE 1, 2013

FOR DEPARTMENT USE ONLY

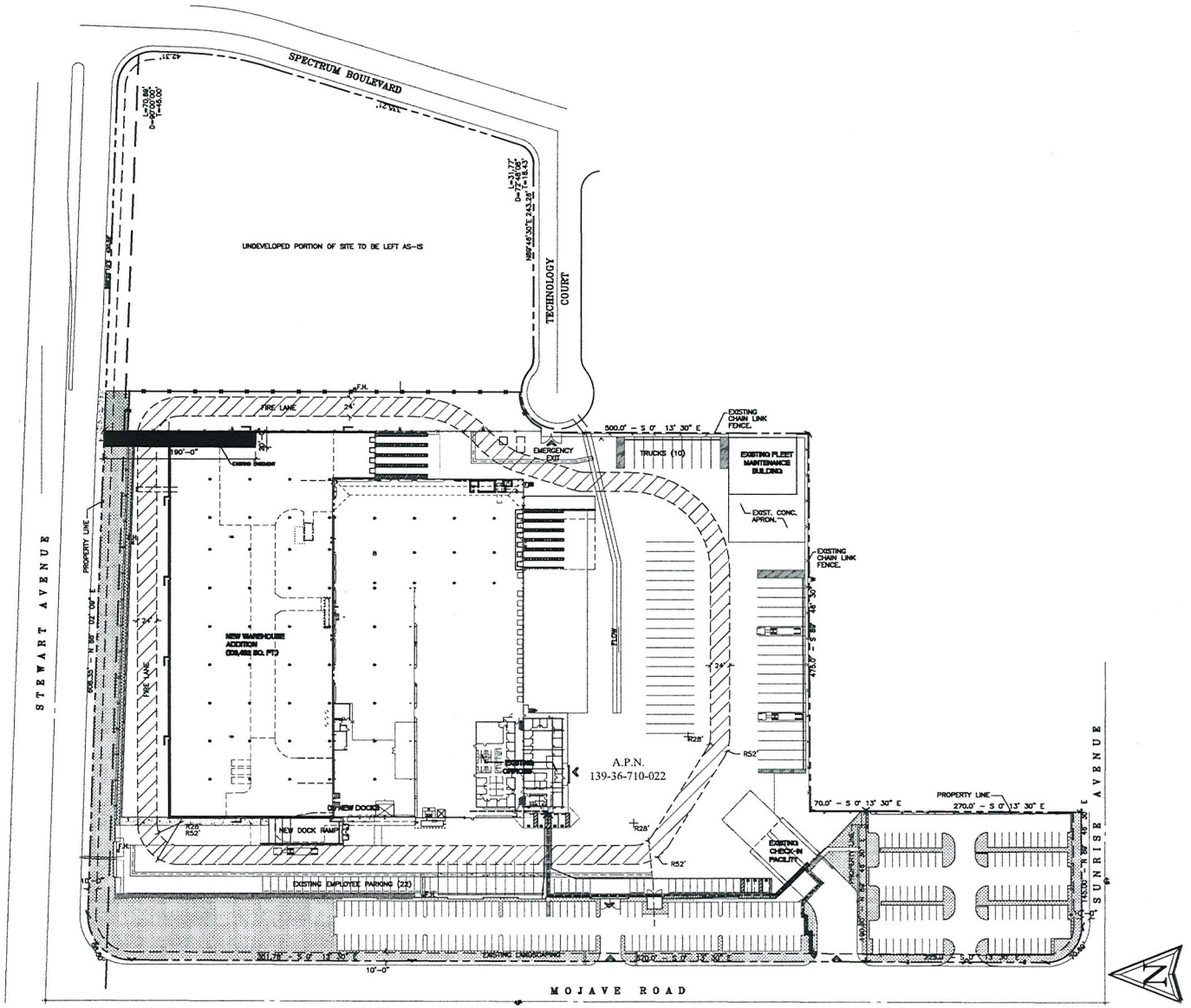
Case #	VAC-37574
Meeting Date:	4-22-10
Total Fee:	1000.00
Date Received:*	3-4-10
Received By:	FS

*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.

VAC-37574

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf



LEGEND

- EXISTING 190'-0"X20'-0" EASEMENT
- EXISTING GRAVEL
- LANDSCAPING
- FIRE LANE
- EXISTING FENCE
- NEW FENCE
- PROPERTY LINE
- EXISTING YARD LIGHT
- EXISTING FIRE HYDRANT
- (23) PARKING COUNT
- HANDICAP PATH-OF-TRAVEL
- EXISTING FIRE HYDRANT
- NEW FIRE HYDRANT
- EXISTING SANITARY SEWER LINE
- EXISTING ELECTRICAL YARD BOX

SITE PLAN

SCALE: 1" = 80'

1

RECEIVED
MAR - 9 2010

VAC-37574

04/22/10 PC

MK	DATE	BY	REVISION

THE MASTER PLAN FOR THE WAREHOUSE EXPANSION PROJECT WAS PREPARED BY COCA-COLA ENTERPRISE CORPORATE ARCHITECT, CARLOS A. CADZ, ARCHITECT, HAS PREPARED ALL DESIGN DEVELOPMENT AND CONSTRUCTION DOCUMENTS.

CARLOS A. CADZ ARCHITECT
110 W. ESCALONES
STE. A, SAN CLEMENTE
CALIFORNIA 92672
TEL (949) 361-0437
FAX (949) 361-0696

CONSULTANT

COCA-COLA ENTERPRISES

PROJECT: COCA-COLA WAREHOUSE EXPANSION
2190 N. MOJAVE ROAD, LAS VEGAS, NV

SHEET TITLE: SITE PLAN - EASEMENT LOCATION

DRAWN BY: LC
SCALE: AS SHOWN
DATE: 09/30/09
PROJECT NAME: 2010 LAS VEGAS

SHEET
AS1-1
X OF Z



VAC-37574 – APPLICANT/OWNER: BCI COA-COLA BOTTLING COMPANY OF LOS ANGELES
230 NORTH MOJAVE ROAD

03/18/10



VAC-37574 – APPLICANT/OWNER: BCI COA-COLA BOTTLING COMPANY OF LOS ANGELES
230 NORTH MOJAVE ROAD

03/18/10

Coca-Cola Enterprises Inc.

P.O. Box 723040
Atlanta, GA 31139-0040
770.989.3000
770.989.3213 Fax

March 1st, 2010

City of Las Vegas
Planning & Development Department
731 S. 4th Street
Las Vegas, Nevada 89101

Re: Application for Vacation of Drainage Easement; APN#139-36-710-022
Justification Letter

BCI Coca-Cola Bottling Company of Los Angeles proposes to expand the existing Las Vegas Sales/Distribution Center by constructing a 104,517 square foot warehouse expansion within the 20.31 acre site located at 230 North Mojave Road. The existing facility consists of a 94,428 square foot warehouse with a 12,484 square foot office area, a separate free-standing 6,218 square foot Fleet Maintenance building; and 3,503 square foot check-in canopy. With the proposed new warehouse expansion, the total square footage of buildings on the site will be 221,150 square feet. The proposed project would develop approximately 50 feet x 520 feet of the currently undeveloped Coca-Cola site at northeast corner of the developed site on the east side of the property.

In 2006, four separate parcels owned by Coca-Cola were consolidated and Clark County Assessor's office issued new parcel number 139-36-710-022. An existing public drainage easement (privately maintained) is located at the north-east corner of the currently developed portion of the Coca-Cola property. The northern perimeter of the easement is located along Stewart Avenue. The size of the easement is 20 feet (north & south sides, parallel to Stewart Avenue) by 190 feet (east and west sides, perpendicular to Stewart Avenue).

Per the proposed new design, the original purpose of the easement for drainage purposes would become obsolete because as a result of the proposed expansion, the perimeter of the easement would no longer be dedicated only for drainage purposes. The southern area of the easement will be located within the new warehouse addition and the northern area will be partially paved as a fire line, and partially would become a part of the infiltration trench area.

The warehouse expansion project proposes modification of the existing drainage system using concrete swales for natural storm water flow and development of a biofiltration area. A Drainage Study, submitted to the City of Las Vegas, as a part of the Grading Permit, concluded that the additional construction of the filtration area and the proposed 5 foot wide landscape and sidewalk drain will have adequate capacity to handle the additional flow. The Drainage Study meets all adopted study criteria, policies and regulations for such studies as promulgated by the City of Las Vegas.

Therefore, in order to complete the project we are requesting the vacation of this drainage easement. Thank you for your consideration of this request.

RECEIVED
MAR - 4 2010

Sincerely,

Matthew J. Fanoe,
Corporate Director of Real Estate & Facilities

VAC-37574
04/22/10 PC

CITY OF LAS VEGAS
ONE MOTION / ONE VOTE

Planning and Development Department
Case Planning Division
731 South Fourth Street
Las Vegas, Nevada 89101
(702) 229-6301 Phone (702) 385-7268 Fax

SUBJECT: VAC-37574 - APPLICANT/OWNER: BCI COCA-COLA BOTTLING COMPANY OF LOS ANGELES

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***APRIL 22, 2010*** Planning Commission meeting. All of these items will be placed at the beginning of the agenda. The Chairman of the Planning Commission will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to ***Carman Burney at (702) 385-7268***. If there is no one present at the Planning Commission meeting who wants to discuss this item, you will not be called to the podium to discuss the case. However, you must be present in case any Planning Commissioner or member of the public wants to discuss the item. If you have any questions, please contact my office at (702) 229-6301.

Please sign and date that you have read and agree to the conditions and return to our office by 5:00PM APRIL 21, 2010.

Signature

04/21/10
Date

ALMA CAMPBELL
Please Print Name

CADIZ & CADIZ ARCHITECTS
Company Name

Sincerely,

Steve Gebeke
Planning Supervisor
Case Planning Division

RECEIVED
APR 22 2010

Submitted after final agenda
Date 4/21/10 Item 16

City of Las Vegas Agenda Item No.: **66.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: MAY 19, 2010

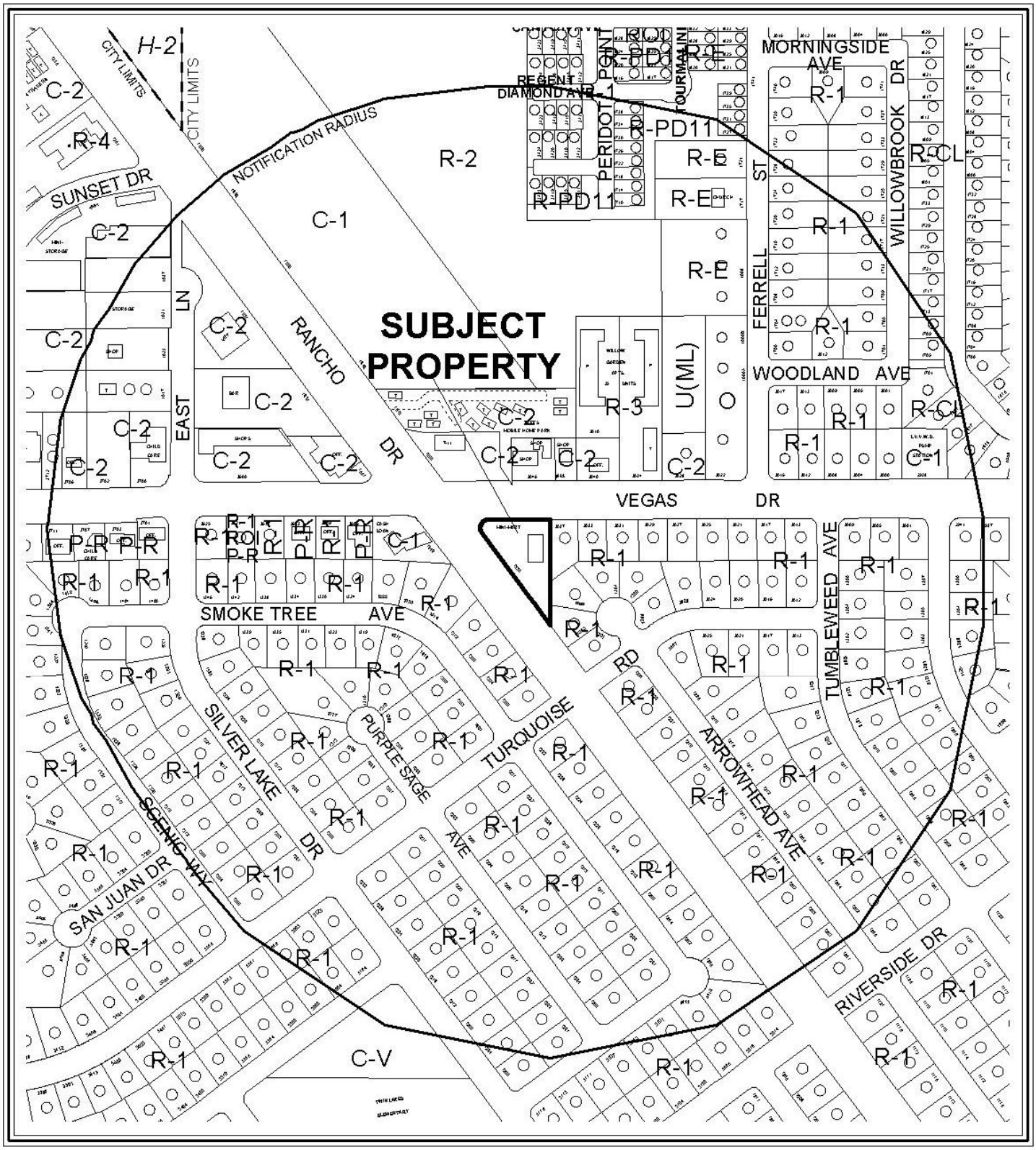
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
RQR-37530 – ABEYANCE ITEM - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT/OWNER: MARIO PENA PENA - Required Review of a previously approved Special Use Permit (SUP-31367) FOR AN AUTO REPAIR GARAGE, MINOR WITH SERVICE BAY DOORS FACING THE RIGHT-OF-WAY at 1550 North Rancho Drive (APN 139-29-112-120), C-1 (Limited Commercial) Zone, Ward 5 (Barlow). Staff recommends DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**2**	**City Council Meeting**	**1**

RECOMMENDATION:
Staff recommends DENIAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. City Council Approval Letter for RQR-35347
6. City Council Approval Letter for SUP-31367
7. Justification Letters
8. Protest/Support Postcards



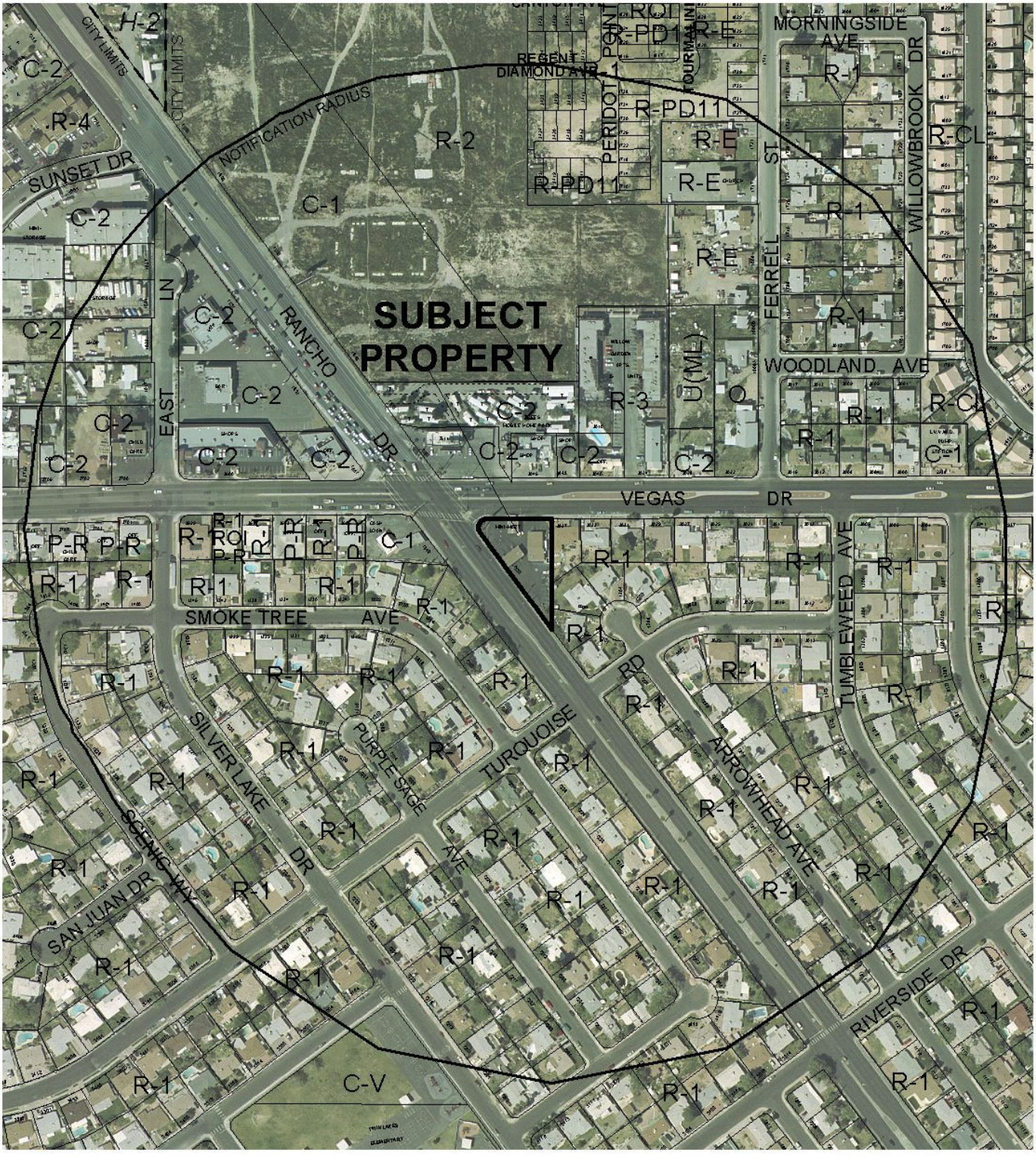
0 200 400 Feet

CASE: **RQR-37530**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



0 200 400 Feet

CASE: **RQR-37530**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 19, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: MARIO PENA PENA

THIS ITEM WAS HELD IN ABEYANCE FROM THE MAY 5, 2010 CITY COUNCIL MEETING AT THE REQUEST OF COUNCIL

** CONDITIONS **

Staff recommends DENIAL, if approved, subject to conditions:

Planning and Development

1. Conformance to the conditions of approval for Special Use Permit (SUP-31367) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

2. All illegal signage on the property shall be removed within 10 days of City Council action or permitted within 30 days of City Council action.

3. No outside storage of stock, equipment or residual used equipment shall be located or stored in any open area outside of the enclosed building.

4. All City Code requirements and design standards of City departments must be satisfied, except as modified herein.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

The site has an Auto Repair Garage, Minor with the service bay doors facing the right-of-way at 1550 North Rancho Drive. There is no new development or changes in land use for properties in the surrounding area. Staff conducted a field check of the subject site on 4/6/10 and found the property free of debris with the landscaping areas being properly maintained. The building and canopy were free of any signage, but there was illegal signage (not permitted) at the corner of Rancho Drive and Vegas Drive in the landscaping island advertising tires for sale, along with an A-framed wooden sign in front of the business on Rancho Drive advertising window tinting. Tires are being stored behind the building in a gated/fenced area.

The business does not comply with Condition A of the previous Required Review (RQR-35347) dated 10/21/09 that mandated that all tires be stored in an enclosed structure to be fully permitted and receive a final inspection prior to this review. A request for a building permit (158339) for the structure was processed on 3/11/10, but a permit has not yet been issued as various City departments are currently reviewing the plans for code compliance. Additionally, the business is non-compliant with Condition of Approval #3 by having illegal signage still on the subject site. As the applicant is not in compliance with the previous conditions imposed by the City Council, staff is recommending denial of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
03/04/09	The City Council approved a request for a Special Use Permit (SUP-31367) for an Auto Repair Garage, Minor with service bay doors facing the right-of-way at 1550 North Rancho Drive. The Planning Commission recommended denial on 12/04/08.
04/01/09	The Planning and Development Department administratively approved a request for a Minor Site Development Plan Review (SDR-33534) for exterior improvements to an existing building and landscape area for an Auto Repair Garage, Minor (sale and installation of tires) at 1550 North Rancho Drive.
10/21/09	The City Council approved a request for a Required Review (RQR-35347) of a previously approved Special Use Permit (SUP-31367) for an Auto Repair Garage, Minor with service bay doors facing the right-of-way at 1550 North Rancho Drive.
12/13/09	A Code Enforcement case (84969) was processed for illegal signs on a pole located at 1550 North Rancho Drive. Code Enforcement closed the case on 01/22/10.

Related Building Permits/Business Licenses	
07/19/07	A building permit (94108) was issued for a Non-Work Certificate of Occupancy at 1550 North Rancho Drive. The permit was finalized was 10/29/07.
08/20/09	A business license (R05-00642) was issued for a take-out cart at 1550 North Rancho Drive. The license is still active.
03/04/10	A business license (G02-93519) was issued for an Auto Repair Garage, Minor at 1550 North Rancho Drive. The license is still active.
03/11/10	A request for a building permit (158339) was processed for a tire storage building located at 1550 Rancho Dr. The plans are currently being reviewed, but a building permit has not yet been issued.
Pre-Application Meeting	
A pre-application meeting is not required for this type of application, nor was one held.	
Neighborhood Meeting	
A neighborhood meeting is not required for this type of application, nor was one held.	

Details of Application Request	
Site Area	
Gross Acres	0.49

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Auto Repair Garage, Minor	SC (Service Commercial)	C-1 (Limited Commercial)
North	Retail Establishments, Auto Garage	SC (Service Commercial)	C-2 (General Commercial)
South	Single Family Dwellings	L (Low Density Residential)	R-1 (Single Family Residential)
East	Single Family Dwellings	L (Low Density Residential)	R-1 (Single Family Residential)
West	Financial Institution, Specified	SC (Service Commercial)	C-1 (Limited Commercial)
	Single Family Dwellings	L (Low Density Residential)	R-1 (Single Family Residential)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan			
West Las Vegas Plan	X		Y

DS

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (70 Feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the second Required Review of a previously approved Special Use Permit (SUP-31367) for an Auto Repair Garage, Minor with service bay doors facing the right-of-way at 1550 Rancho Drive. Staff conducted a field check of the subject site on 4/6/10 and found the property free of debris with the landscaping areas being properly maintained. The building and canopy were free of any signage, but there was illegal signage (not permitted) at the corner of Rancho Drive and Vegas Drive in the landscaping island advertising tires for sale, along with an A-framed wooden sign in front of the business on Rancho Drive advertising window tinting. Additionally, staff found tires are being stored behind the building in a gated/fenced area. On 3/11/10, the applicant submitted a request for a building permit (158339) for a structure to store tires; as of 4/7/10, the plans submitted are still being reviewed by various City departments. There is no new development or changes in land use for properties in the surrounding area.

FINDINGS

The business does not comply with condition of approval A and # 3 of the previous Required Review (RQR-35347). Title 19.04 mandates that an Auto Repair Garage, Minor have no outside storage of stock, equipment or residual used equipment located or stored in any open area outside of an enclosed building. Condition 'A' mandated that all tires be stored in an enclosed structure to be fully permitted and receive a final inspection prior to this review: no such structure exists. Condition Number 3 required the applicant to remove all illegal signage within 10 days of City Council or permitted within 30 days of City Council action. The signage in the landscape area on the corner of Rancho Drive and Vegas Drive is the same signage noted during the previous field check dated 08/18/09. Staff recommended denial of Required Review (RQR-35347) as the business was not in compliance with the conditions of approval. Staff is recommending denial of this Required Review (RQR-37430) as the business still remains non-compliant.

NOTICES MAILED 306 (By Planning)

APPROVALS 1

PROTESTS 2

DS

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **RQR-37530** APN: 139-29-112-120

Name of Property Owner: Mario Pena Pena

Name of Applicant: Mario Pena Pena

Name of Representative: George Garcia c/o G.C. Garcia, Inc.

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Mario Pena Pena

Print Name: Mario Pena Pena

Subscribed and sworn before me

This 16 day of February, 20 10

Andrea Cole

Notary Public in and for said County and State

ANDREA COLE
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 05-97271-1
MY APPT. EXPIRES SEP. 10, 2012

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Required Review for SUP-31367

Project Address (Location) 1550 N. Rancho Dr.

Project Name Accesorios Ivan **Proposed Use** Auto Repair Garage

Assessor's Parcel #(s) 139-29-112-120 **Ward #** 5

General Plan: existing SC proposed N/A **Zoning:** existing C-1 proposed N/A

Commercial Square Footage 1,677 **Floor Area Ratio**

Gross Acres 0.49+/- **Lots/Units** **Density**

Additional Information Auto Repair Garage, Minor w/Service Bay Doors Facing the Right-of-Way

PROPERTY OWNER Mario Pena Pena **Contact** Mario Pena Pena

Address 441 Mountain Villa Dr **Phone:** **Fax:**

City Las Vegas **State** NV **Zip** 89110

E-mail Address

APPLICANT Mario Pena Pena **Contact** Mario Pena Pena

Address 441 Mountain Villa Dr **Phone:** **Fax:**

City Las Vegas **State** NV **Zip** 89110

E-mail Address

REPRESENTATIVE G.C. Garcia, Inc. **Contact** George Garcia

Address 1711 Whitney Mesa Dr., Suite 110 **Phone:** (702) 435-9909 **Fax:** (702) 435-0457

City Henderson **State** NV **Zip** 89014

E-mail Address acole@gcgarciainc.com

Property Owner Signature* Mario Pena Pena

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Mario Pena Pena

Subscribed and sworn before me

This 16th day of February, 20 10.

Andrea Cole

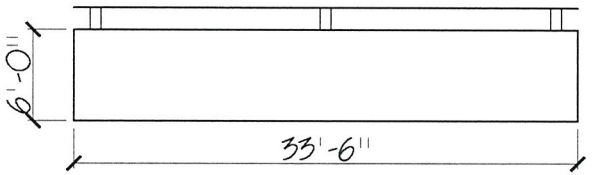
Notary Public in and for said County and State

ANDREA COLE
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 05-97271-1
MY APPT. EXPIRES SEP. 10, 2012

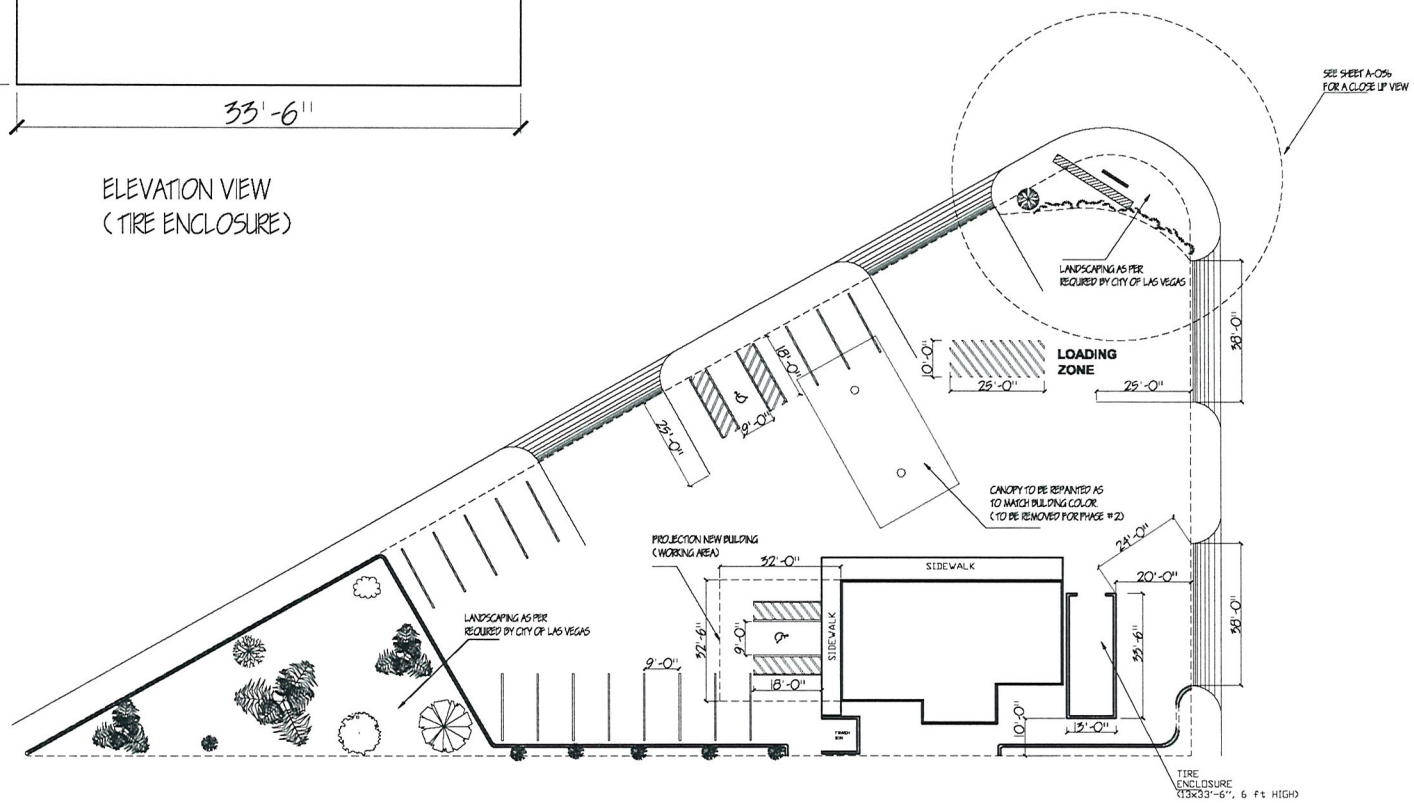
FOR DEPARTMENT USE ONLY

Case #	RQR-31530
Meeting Date:	4-7-10
Total Fee:	800
Date Received:*	2-26-10
Received By:	FS

*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.



ELEVATION VIEW
(TIRE ENCLOSURE)



③ Front Landscaping
SCALE: 0'-3/16" = 1'-0"

RECEIVED
FEB 26 2010

RQR-37530
05/05/10 CC

Rev.	Date	Appr.	Issues & Rev.

Sheet No. A-03b

Owner:

Address: 1550 N. RANCHO DR, LAS VEGAS, NV 89106

Drawing Title: PARKING

Drawn: FRANCISCO IBARRA

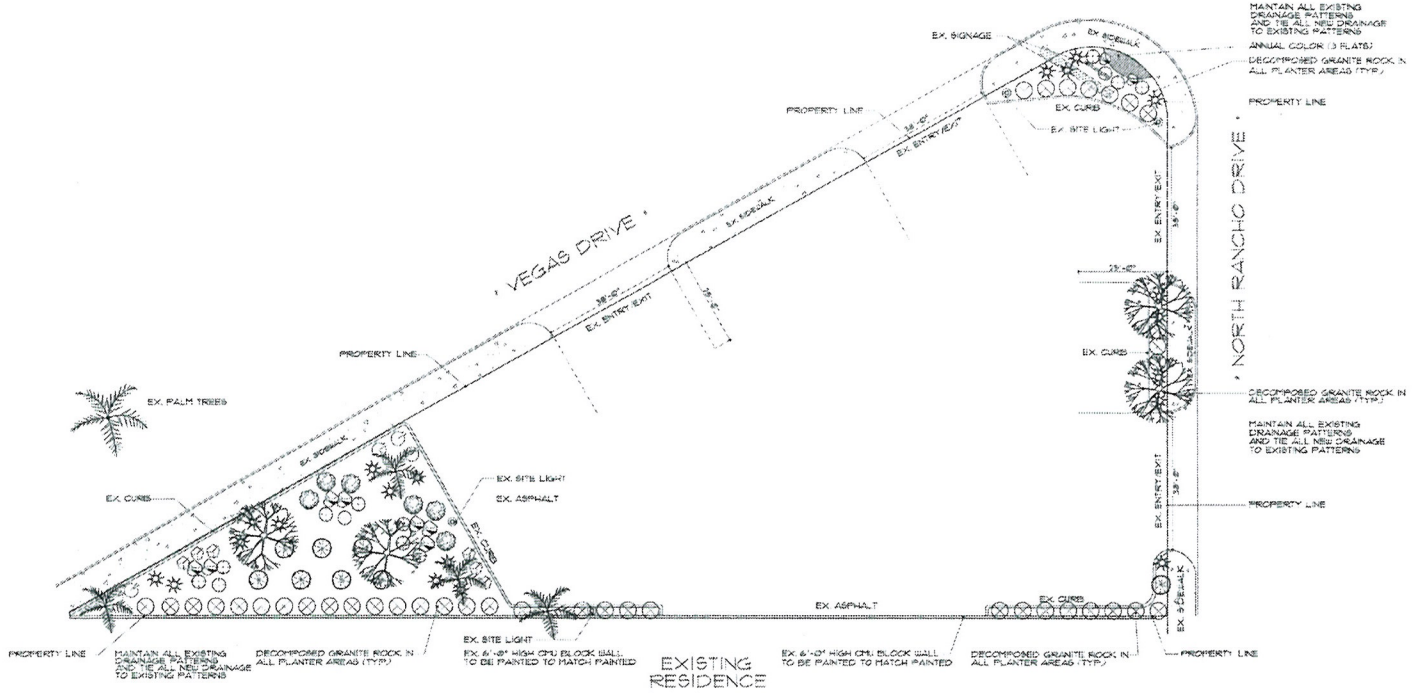
Tel: (702) 351-5185

Phase: CDS

Date: 10.06.2009

Scale: EACH SHEET

Project:



PLANT SCHEDULE

SYM.	QTY.	SIZE	SCIENTIFIC NAME	COMMON NAME
TREES				
	4	24" Box	Prosopis chilensis	Chilean mesquite (Multi-trunk)
SHRUBS				
	8	5 Gal	Cassia artemisioides	Feathery cassia
	20	5 Gal	Dasylirion wheeleri	Desert spoon
	15	5 Gal	Hesperaloe parviflora	Red yucca
	36	5 Gal	Leucophyllum sp.	Green texas rangers (Magenta)

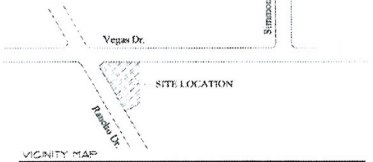
SYM.	QTY.	SIZE	SCIENTIFIC NAME	COMMON NAME
GROUND COVERS				
	6	5 Gal	Lantana sp.	New gold lantana
	5	5 Gal	Lantana sp.	Purple lantana
	6	5 Gal	Rosmarinus officinalis	Trailing rosemary
MATERIALS				
	4370 SF		DECOMPOSED GRANITE ROCK IN ALL PLANTER AREAS 2" DEPTH TYP. COLOR/SIZE: 3/8" SCREENED MOJAVE GOLD OR EQUAL	
	1 TONS		NEW GRANITE BOULDERS (2'X3'X2', 2'X3'X2') MOJAVE GOLD OR EQUAL	
	3 FLATS		ANNUAL COLOR (FLATS)	
			ALL NEW PLANT MATERIAL PER APPROVED PLANT LIST FROM CITY OF LAS VEGAS	
			CONTRACTOR TO VERIFY ALL PLANT MATERIAL QUANTITIES PRIOR TO INSTALLATION	

RECEIVED
FEB 26 2010

SITE CALCULATIONS:

ECONOMY WHEELS & ACCESSORIES
1550 NORTH RANCHO DRIVE
LAS VEGAS, NV 89106

SITE ZONING:	C-1	
TOTAL AREA OF SITE:	27,926 SF.	@.61 ACRES
TOTAL PARKING REQUIRED:	22 SPACES	
TOTAL PARKING PROVIDED:	22 SPACES	
TOTAL PARKING:	22 SPACES	
TOTAL EXISTING BUILDING:	18640 SF.	@.043 ACRES
TOTAL OF NEW BUILDING:	1040 SF.	@.024 ACRES
TOTAL OF BUILDING:	2500 SF.	@.067 ACRES
TOTAL EXISTING LANDSCAPE AREA:	4370 SF.	@.10 ACRES
NEW 24" BOX TREES:	4	
NEW 5 GALLON SHRUBS:	64	



VICINITY MAP

NTS.

NOTE:

THESE DRAWINGS ARE SCHEMATIC AND NEED TO BE FIELD VERIFIED WITH CONTRACTOR PRIOR TO INSTALLATION. ALL DISCREPANCIES TO BE NOTED AND REPORTED TO GENERAL CONTRACTOR/OWNER. ALL NEW GRADED AREAS TO HAVE PROPER DRAINAGE THAT MEETS CODE AS REQUIRED BY LAS.

Call before you Dig. 1-800-227-2600

REVISIONS:

NORTH:

LICENSURE:

LANDSCAPE PLAN

ECONOMY WHEELS & ACCESSORIES
1550 N. RANCHO DR.
LAS VEGAS, NV 89106

ALL RIGHTS RESERVED BY S2 DESIGN STUDIO, LLC. ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE ORIGINAL AND UNPUBLISHED WORK OF S2 DESIGN STUDIO, LLC AND THE SAME MAY NOT BE DUPLICATED, USED OR DISCLOSED WITHOUT WRITTEN CONSENT OF S2 DESIGN STUDIO, LLC.

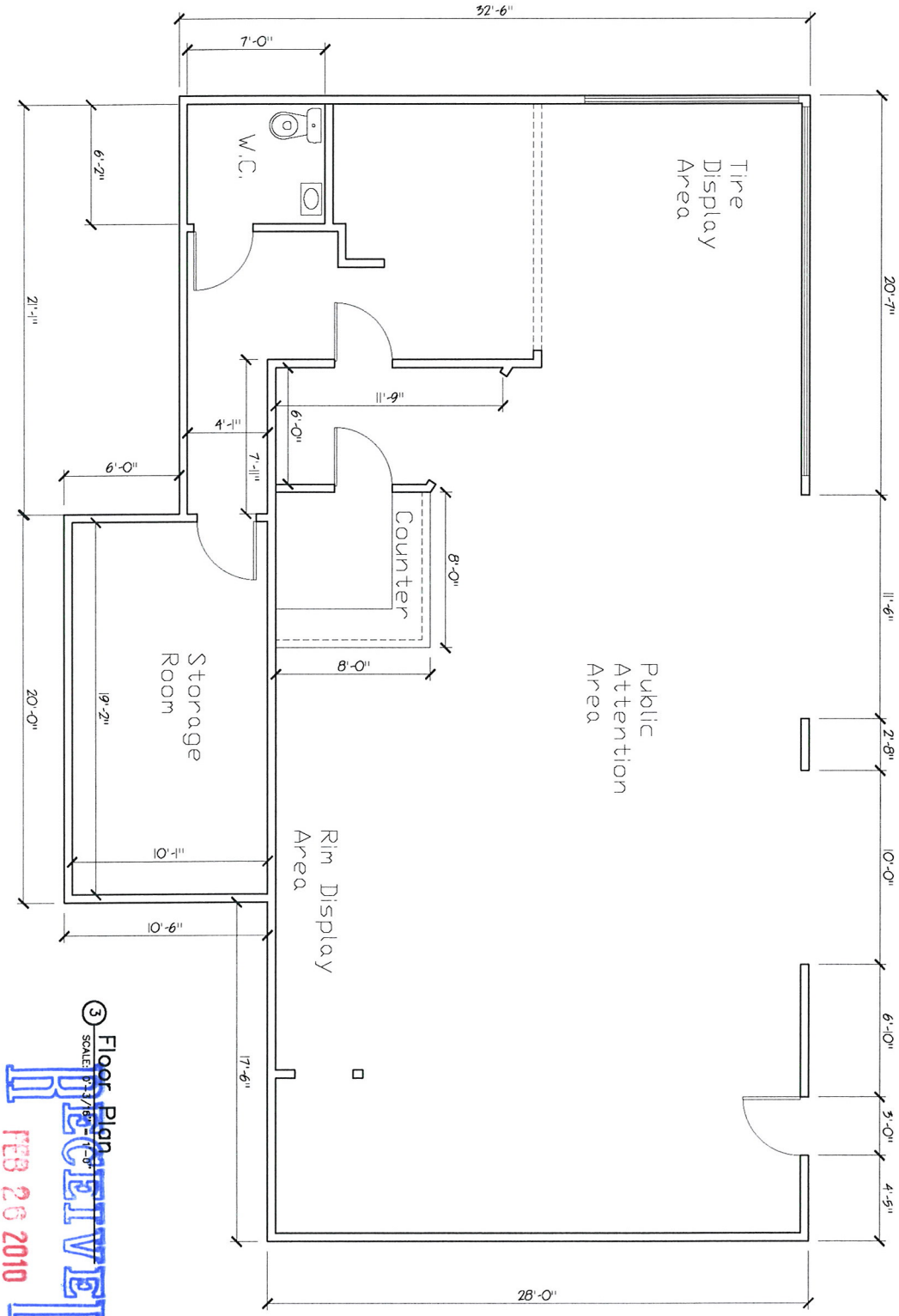
S2 DESIGN STUDIO, LLC
INDEPENDENT LANDSCAPE DESIGN
THE CHATEAU AT EL CAPITAN (702) 683-9911
9120 ALTA DRIVE, LAS VEGAS, NEVADA 89145

REVIEWED BY: HB
DRAWN BY: TS
DATE: 01/28/09
SCALE: 1/8" = 1'-0"

SHEET NUMBER:

L-1.0

RQR-37530
05/05/10 CC



3 Floor Plan
SCALE: 1/4"=1'-0"

RECEIVED
FEB 26 2010

RQR-37530

05/05/10 CC

Drawn: FRANCISCO IBARRA		Owner:	
Tel: (702) 332-3687			
Phase: CDS	Date: 05.24.2008	Address: 1550 N. RANCHO DR. LAS VEGAS, NV 89106	
Scale: EACH SHEET			
Project: ECONOMY WHEELS & ACCESORIES.		Drawing Title: FLOOR PLAN	Sheet No. A-02

Rev.	Date	Appr.	Issues & Rev.

④ Elevations
SCALE: 0'-3/32" = 1'-0"

RECEIVED
FEB 26 2010

~~RQR-37530~~
05/05/10 CC

Drawn:	FRANCISCO IBARRA
Tel:	(702) 332-3687
Phase: CDS	Date: 05.24.2008
Scale:	EACH SHEET
Project:	ECONOMY WHEELS & ACCESORIES.
Owner:	
Address:	1550 N. RANCHO DR. LAS VEGAS, NV 89106
Drawing Title:	ELEVATIONS
Sheet No:	A-04

Rev	Date	Appr.	Issues & Rev.


CHANGE $9.99
AUTO GLASS - WE FIX POWER WINDOWS
LLANTAS desde $ 25 TIRES & UP
FLAT FIX $12
BALANCING $10
1550
CALIFORNIA
UTO GLASS


LLANTAS desde $ 25 TIRES
1550
WINDOW TINTING
RECEIVED
FEB 26 2010
RQR-37530
05/05/10 CC







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FEB 26 2010

RQR-37530
05/05/10 CC



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RQR-37530
05/05/10 CC

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



November 4, 2009

Mr. Mario Pena Pena
441 Mountain Villa Drive
Las Vegas, NV 89110

RE: RQR-35347 - REQUIRED REVIEW
CITY COUNCIL MEETING OF OCTOBER 21, 2009

Dear Applicant:

The City Council at a regular meeting held October 21, 2009, APPROVED the Required Review of a previously approved Special Use Permit (SUP-31367) FOR AN AUTO REPAIR GARAGE, MINOR WITH SERVICE BAY DOORS FACING THE RIGHT-OF-WAY at 1550 North Rancho Drive (APN 139-29-112-120), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on October 22, 2009. This approval is subject to:

Added Condition

A. All tires should be enclosed within a structure to be fully permitted and final inspection shall be obtained prior to the next required review.

Planning and Development

1. Conformance to the Conditions of Approval for Special Use Permit (SUP-31367) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

2. This Special Use Permit (SUP-31367) shall be subject to a six-month review at a public hearing at which time the City Council may require cessation of the use. The applicant shall be responsible for the notification costs of the review; failure to pay the City for these costs may result in termination of use.

3. Any illegal signage on the property shall be removed within 10 days of City Council action or permitted within 30 days of City Council action.

4. All City Code requirements and design standards of City departments must be satisfied, except as modified herein.

Sincerely,

Angela Crolli
Deputy City Clerk II for
Beverly K. Bridges, MMC, City Clerk

M. Margo Wheeler, AICP
Director
Planning and Development Department

cc: Mr. George Garcia
G. C. Garcia, Inc.
1711 Whitney Mesa Drive, Suite #110
Henderson, NV 89014

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

RQR-37530
05/05/10 CC

Printed with environmentally friendly soy ink.

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
DAVID W. STEINMAN
(INTERIM)

ELIZABETH N. FRETWELL
CITY MANAGER



CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

April 3, 2009

Mr. Mario Pena Pena
441 Mountain Villa Drive
Las Vegas, Nevada 89110

RE: SUP-31367 - SPECIAL USE PERMIT
CITY COUNCIL MEETING OF MARCH 4, 2009

Dear Pena:

The City Council at a regular meeting held March 4, 2009 considered the Appeal from the denial by the Planning Commission of a request for a Special Use Permit FOR AUTO REPAIR GARAGE, MINOR, WITH SERVICE BAY DOORS FACING THE RIGHT-OF-WAY at 1550 North Rancho Drive (APN 139-29-112-120), C-1 (Limited Commercial) Zone.

The City Council granted the Appeal; thereby, APPROVING the Special Use Permit. The Notice of Final Action was filed with the Las Vegas City Clerk on March 5, 2009. This approval is subject to:

Added Conditions:

A. This Special Use Permit (SUP-31367) shall be reviewed in six months to ascertain compliance with these conditions or to impose additional conditions to ameliorate any undesirable aspects of the use. The applicant shall be responsible for notification costs of the review.

B. The hours of operation for all business activity on site shall be limited to 8:00 a.m. to 8:00 p.m.

C. Conformance to Site Development Plan Review (SDR-33534) shall be required.

Planning and Development

1. Conformance to all minimum requirements under LVMC Title 19.04.010 for Auto Repair Garage, Minor use, including parking requirements.

2. Conformance to all Title 19.10 parking and on-site loading requirements and standards. A revised site plan indicating full compliance shall be submitted to the Department of Planning and Development prior to issuance of any business license for the subject site.

RQR-37530
05/05/10 CC

3. No temporary signs such as banners, pennants, inflatable objects, streamers, flags, outdoor display of products or merchandise or other similar attention gaining items or devices shall be displayed upon the subject property without the appropriate permits. Vehicles shall not be sold or displayed at this location.

4. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Doreen L. Araujo
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

M. Margo Wheeler, AICP
Director
Planning and Development Department

cc: Mr. Noe Zubia
3641 Madrid Street
Las Vegas, Nevada 89121

RQR-37530
05/05/10 CC

July 24, 2009

Margo Wheeler, Director
Planning and Development Department
City of Las Vegas
731 S. 4th Street
Las Vegas, NV 89131

RE: 1550 N. Rancho Drive Auto Repair Garage, Minor (SUP-31367)
Justification Letter for A Six Month Review of an Special Use Permit & in conjunction with Site Development Plan Review (SDR-33534)

Dear Ms. Wheeler:

On behalf of our client, Noe Zubia & Juan Pena, please accept this letter as justification for a Six Month Review of an SUP (SUP-31367) for an Auto Repair Garage, Minor to permit the sales and installation of tires at 1550 North Rancho Drive on the southeast corner of Rancho and Vegas Drive, APN# 139-29-112-120.

The SUP & SDR include specific conditions and plans for improving the appearance and operation of the site (see attached approval letters & approved plans). Below is a status report on compliance with the Conditions of Approval as summarized below for both items:

SUP-31367

A. Six Month Review – Applied for with the letter
B. Hours of Operation – The tire store is in compliance with this requirement.
C. Conformance to SDR – note: see comments below
1. Conformance to Title 19 including parking requirements – The attached plans were submitted and approved by the City which includes parking locations and sufficiency.
2. Conformance to Title 19.10 parking and on-site loading requirements and standards. A revised site plan indicating full compliance shall be submitted prior to any business license being issued – A plan was submitted and approved by the City April 10, 2009 (see attached approved plans). A conditional business license was reinstated on July 17, 2009.
3. No temporary signs such as banners, pennants, inflatable objects, streamers, flags, outdoor display of products or merchandise or other attention gaining items or devices shall displayed upon the subject property without the appropriate permits. Vehicles shall not be sold or displayed at this location. – No vehicles are being sold or displayed at this location and no such signage violations are occurring.
4. This approval is for one year unless a business license has been issued. – A business license has been issued.

GCGARCIA

RQR-37530
05/05/10 CC

A Planning & Development Services Corporation
1711 Whitney Mesa Drive, Suite 110, Henderson, Nevada 89014-2158
Telephone: 702 435 9909 Facsimile: 702 435 0457 E-Mail: ggarcia@gcgarciainc.com

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein. – The site plans and elevations were approved by the City prior to reinstatement of the business license.

While it is unusual for a site plan to accompany a Special Use Permit that does not materially change an existing building, one was requested due, in part of the history of this property and the fact it lies on a major intersection in the City. The purpose of the plan included the following:

1) Depict the appearance of the building and property subject to repainting the building, perimeter walls, canopy and installation of landscaping and signage as shown on the attached drawings;

2) Provide assurance that the business will be operated in a manner that advances the health, safety and welfare of the public

3) Establish a process of inspection and required reviews to ensure that development of the property takes place in an orderly manner in conformance with the City codes and conditions of approval.

Administrative Site Development Plan Review (SDR-33434) Conditions of Approval

1.) Conformance to conditions for SUP-31367
- ***See above noted SUP status***
-

2.) This approval is for one year unless a business license has been issued.
– A business license was reinstated and issued License#: A39-00475-2-143305 on 7/17/09

3.) All development shall be in conformance with the site plan, dated stamped 03/27/09, and the landscape plan, and building elevations, date stamped 02/19/09, except as amended by condition herein.
- ***Staff will review the work and report. A list of the plants and materials installed is attached along with some photos of the landscaping. The building and wall have been painted to match the approved elevations see attached photo.***
-

4.) The existing trash enclosure shall be brought up to current Title 19 standards to include a gate and roof or trellis.
- ***The work has been authorized and will be completed before the hearing date.***
-

5.) Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaires. Lighting shall be shielded and downward-directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.
- ***This work has been authorized to evaluate and adjust the lighting as needed and any such work will be completed before the hearing date.***

6.) All City Code requirements and design of all City Departments must be satisfied.
- ***To the best of our knowledge all requirements are being met. One know incident of the licensed kiosk vendor staying open beyond the allowed time did occur on the 4th of July. When the***

information came to our attention, the vendor was issued a warning letter by the owner that one such additional occurrence would result in cancellation of her lease.

The improvements made in conformance to the approved site plan and elevations are a tremendous improvement to the property. Additionally, along with the reinvestment into the community the jobs and taxes will help contribute to the economic vitality of the area.

In summary, we believe that the review will find a substantial change for the better has occurred and will carry over for years to come in making the site is development will result in an interesting, attractive business that will be a marked improvement over the existing building. We respectfully request your favorable consideration. Please do not hesitate to contact us if you have any questions or need additional information.

Sincerely,

George Garcia, President
GCG:ac

RQR-37530
05/05/10 CC

February 26, 2010

Margo Wheeler, Director
Planning and Development Department
City of Las Vegas
731 S. 4th Street
Las Vegas, NV 89131

RE: Required Review:1550 N. Rancho Drive Auto Repair Garage, Minor
Justification Letter for A Six Month Review of a Special Use Permit
(SUP-31367; SDR-33534; RQR-35347)

Dear Ms. Wheeler:

On behalf of our clients, Mario Pena & Juan Pena, please accept this letter as justification for a Six Month Review of an SUP (SUP-31367) for an Auto Repair Garage, Minor to permit the sales and installation of tires at 1550 North Rancho Drive on the southeast corner of Rancho and Vegas Drive, APN# 139-29-112-120.

The City Council at its hearing required a second review to add the requirement for adding a tire enclosure. This was in addition to the general requirement for conformance to the SUP conditions of approval, removal of illegal signage and general Code compliance.

SUP-31367 & RQR-35347

SECOMD SIX MONTH REVIEW – Applied for with this letter

ADDED CONDTION

- The plans have been prepared (see attached plans) and being submitted for a permit. The contractor intends to complete the work by the time of the City Council meeting.

PLANNING & DEVELOPMENT

1. Conformance to SUP Conditions of Approval and other related site actions.

   - See attached letter from first RQR

2. Illegal Signage shall be removed or obtain necessary approvals and permits.

   - The illegal signage was removed.

RECEIVED
FEB 26 2010

GCGARCIA

RQR-37530
05/05/10 CC

A Planning & Development Services Corporation
1711 Whitney Mesa Drive, Suite 110, Henderson, Nevada 89014-2158
Telephone: 702 435 9909 Facsimile: 702 435 0457 E-Mail: ggarcia@gcgarciainc.com

3. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

   – The site plans and elevations were approved by the City prior to reinstatement of the business license.

The improvements made in conformance to the approved site plan and elevations are a tremendous improvement to the property. The latest addition to add a tire enclosure continues to enhance the property appearance and compatibility. Additionally, the reinvestment into the community the jobs and taxes will help contribute to the economic vitality of the area.

In summary, we believe that the current review will find a substantial change for the better has occurred and will carry over for years to come. With these improvements complete, and if the Mayor and City Council are satisfied, the next step will be to add the new building thus growing the business, further adding to jobs, tax base, property values and overall dramatically upgrade to the look and feel of the property.

We respectfully request your favorable consideration. Please do not hesitate to contact us if you have any questions or need additional information.

Sincerely,

George Garcia,
President

GCG:ac

RECEIVED
FEB 26 2010

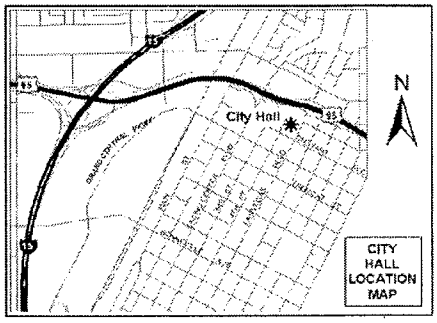
RQR-37530
05/05/10 CC

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41[4]
0004279218 APR 22 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the 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.

City Council Meeting of 05/05/2010

2010 APR 27 P 3:41
RECEIVED CITY CLERK

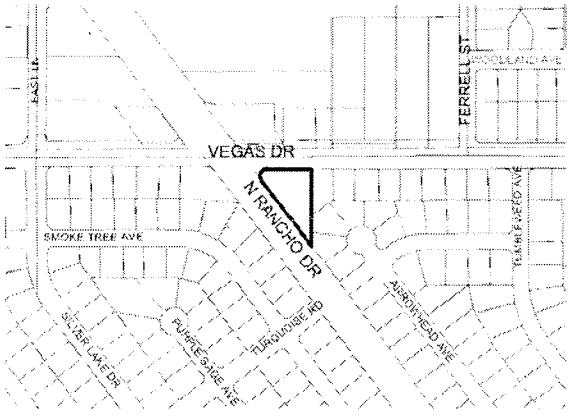
Case: RQR-37530
13929111035
SCHAMAUN PERRY J & MARIE LIV TR
3107 ARROW PL
LAS VEGAS NV 89108-1001

Application Information

RQR-37530 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT/OWNER: MARIO PENA PENA - Required Review of a previously approved Special Use Permit (SUP-31367) FOR AN AUTO REPAIR GARAGE, MINOR WITH SERVICE BAY DOORS FACING THE RIGHT-OF-WAY at 1550 North Rancho Drive (APN 139-29-112-120), C-1 (Limited Commercial) Zone, Ward 5 (Barlow).

"Please"
No Vegas Drive needs no more Congestion, that goes for Rancho also No way - Thank You -

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	***May 5, 2010***
Time:	1:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

Any and all interested persons may appear and be heard at said meeting, or may, prior thereto, file written objections thereto or approvals there of with the City Clerk, 1st Floor, City Hall, 400 Stewart Avenue, Las Vegas, Nevada 89101. For further information, please call 702-229-6301 (TDD 702-386-9108), http://www.lasvegasnevada.gov.

Application Information

RQR-37530 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT/OWNER: MARIO PENA PENA - Required Review of a previously approved Special Use Permit (SUP-31367) FOR AN AUTO REPAIR GARAGE, MINOR WITH SERVICE BAY DOORS FACING THE RIGHT-OF-WAY at 1550 North Rancho Drive (APN 139-29-112-120), C-1 (Limited Commercial) Zone, Ward 5 (Barlow).

No I don't need a garage on my bedroom side Been here since 1955 — no I don't need the noise or smell

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	***May 5, 2010***
Time:	1:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

Any and all interested persons may appear and be heard at said meeting, or may, prior thereto, file written objections thereto or approvals there of with the City Clerk, 1st Floor, City Hall, 400 Stewart Avenue, Las Vegas, Nevada 89101. For further information, please call 702-229-6301 (TDD 702-386-9108), http://www.lasvegasnevada.gov.

Mr Max Harden
Louise Harden

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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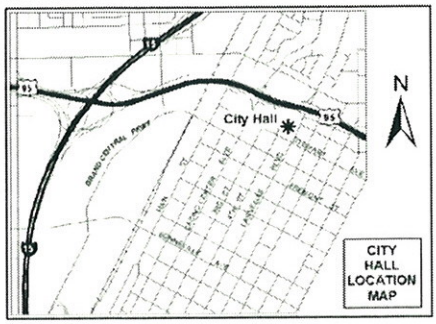
0004279218 APR 22 2010
MAILED FROM ZIP CODE 89101

RECEIVED
CITY CLERK
2010 APR 29 A 11:01

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.

City Council Meeting of 05/05/2010

Case: RQR-37530
13929112102
HARDEN LOUISE M
1305 ARROWHEAD AVE
LAS VEGAS NV 89106-1406

Submitted after final agenda

Date 4-29-2010 Item 88

BAVDS11 89106

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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CITY CLERK

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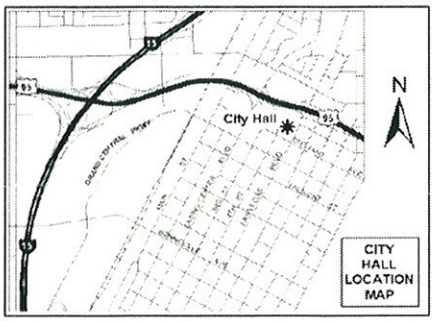
MAILED FROM ZIP CODE 89101

2010 APR 29 A 11:01

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.

City Council Meeting of 05/05/2010

Case: RQR-37530
13919812011
AMALGAMATED SAFETY COMPANY
1528 CASTLE CREST DR
LAS VEGAS NV 89117-7008

Submitted after final agenda
Date 4-29-2010 Item 88

City of Las Vegas Agenda Item No.: **67.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: MAY 19, 2010

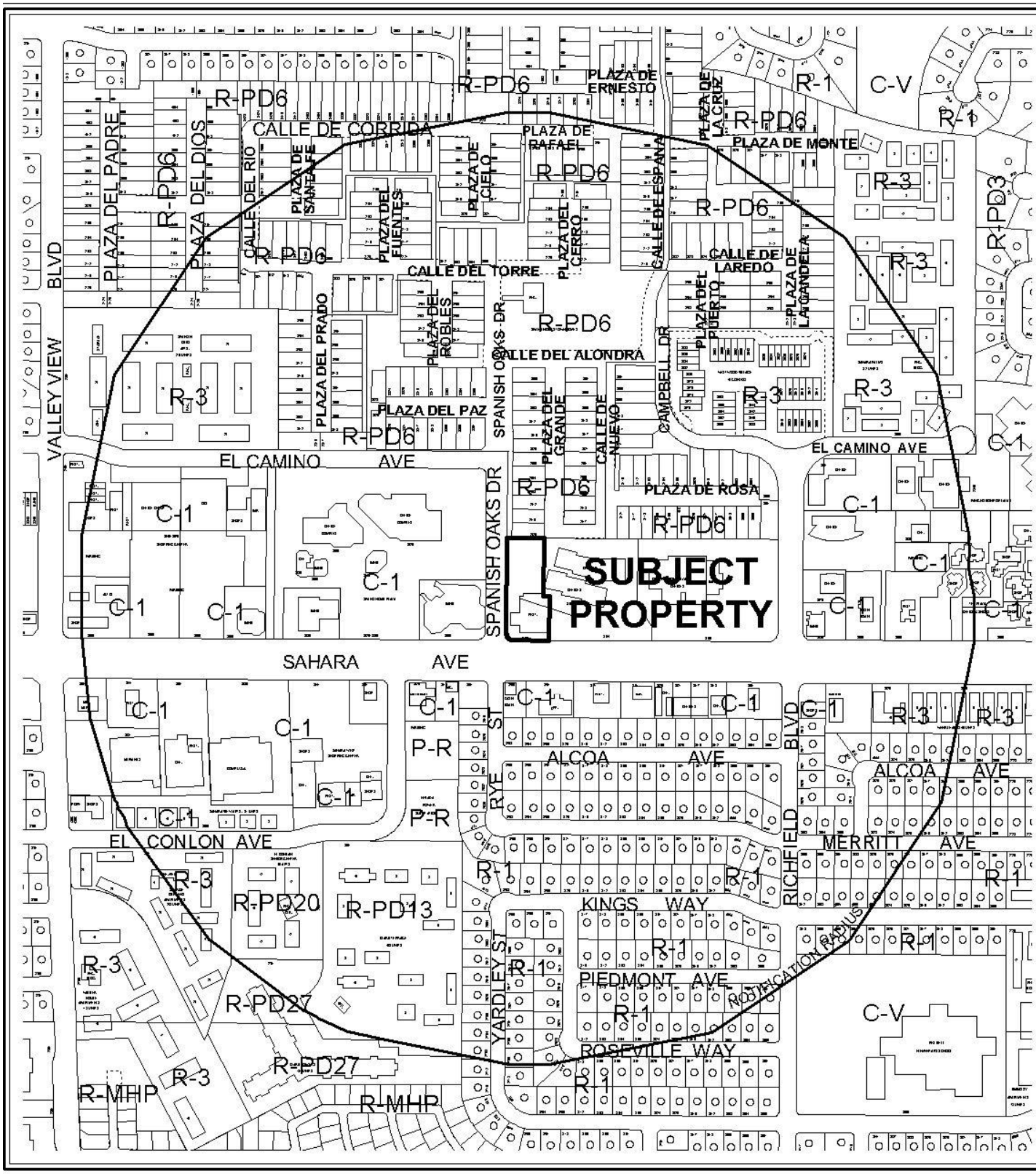
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-37068 – ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: LOVETT COMPANIES - OWNER: SPANISH VILLAS AT SAHARA, LLC – Appeal from the denial by the Planning Commission of a request for a Special Use Permit FOR A SUPPER CLUB WITHIN AN EXISTING 17,425 SQUARE-FOOT BUILDING at 3190 West Sahara Avenue (APN 162-05-403-001), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL. [NOTE: Staff received a letter from Howard Mann, Spanish Villas at Sahara, LLC indicating that Lovett Companies is no longer the applicant. Spanish Villas at Sahara, LLC will be both the applicant and the owner.]

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**7**	**Planning Commission Mtg.**	**13**
City Council Meeting	**12**	**City Council Meeting**	**23**

RECOMMENDATION:
The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Applicant Change Notification Letter
7. Appeal Letter filed by Spanish Villas at Sahara, LLC
8. Protest/Support Postcards
9. Backup referenced from the March 25, 2010 Planning Commission Meeting Item SUP-37068



CASE: **SUP-37068**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



0 400 800 Feet

CASE: **SUP-37068**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 19, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: SPANISH VILLAS AT SAHARA, LLC

THIS ITEM WAS HELD IN ABEYANCE FROM THE APRIL 21, 2010 CITY COUNCIL MEETING AT THE REQUEST OF THE OWNER

** CONDITIONS **

The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL, subject to conditions:

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Supper Club 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. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Building and Safety Department.

4. Approval of this Special Use Permit does not constitute approval of a liquor license.

5. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

RG

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit to allow a Supper Club use within an existing 17,425 square-foot building located at 3190 West Sahara Avenue. The Supper Club use meets the minimum requirements of Title 19.04. The building was previously utilized as a nonconforming Liquor Establishment (Tavern), but the business license became inactive as of June 30, 2008, and the nonconforming status subsequently expired. The proposed Supper Club use meets all Title 19.04 Minimum Special Use Permit Requirements and can be conducted in a manner that is compatible with the surrounding uses; therefore, staff recommends approval. If denied, a Supper Club use cannot be conducted on this site without approval of another Special Use Permit.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc. and Property Sales	
09/26/73	The Board of City Commissioners approved a Rezoning (Z-0066-73) application for the reclassification of property generally located between Oakey Boulevard on the north, Sahara Avenue on the south, South Valley View Boulevard on the west, and Richfield Boulevard on the east, south of Westwood Village Tract and west of Springhurst Townhouses, from R-1 (Single-Family Residential) and R 3 (Medium Density Residential) to R-PD6 (Residential Planned Development - 6 Units per Acre), R-4 (High Density Residential) and C-1 (Limited Commercial). The Planning Commission and staff recommended approval.
09/27/84	The Board of Zoning Adjustment approved a Variance (V-0099-84) to allow auto sales for one day only in the months of February, May, August and November of every year where such is not permitted on property located at 3100 West Sahara Avenue. Staff recommended denial.
12/02/04	The Planning Commission accepted a request to Withdraw Without Prejudice a Special Use Permit (SUP-5471) for a Facility to Provide Testing, Treatment, or Counseling for Drug or Alcohol Abuse at 3150 West Sahara Boulevard Avenue, Suite #B22. Staff recommended approval.
01/27/05	The Planning Commission accepted the applicant's request to Withdraw Without Prejudice a Special Use Permit (SUP-5783) and Site Development Plan Review (SDR-5779) for a proposed Mixed-Use Development on the properties located at the northwest corner of Sahara Avenue and Richfield Boulevard.
06/01/05	The City Council approved requests for a Special Use Permit (SUP-6219) and for a Site Development Plan Review (SDR-6220) for a seven-story mixed-use development including 303 residential units and 20,250 square-feet of office, and a waiver of the 15-foot rear yard setback. The Planning Commission and staff recommended approval.

10/19/05	The City Council approved a request for a Major Amendment to an approved Site Development Plan Review (SDR-8583) for a seven-story mixed-use development, consisting of 325 residential units and 23,695 square feet of office space and a waiver to permit a side yard setback of zero feet where 10 feet is the minimum setback required on 7.78 acres adjacent to the north side of Sahara Boulevard, between Spanish Oaks Drive and Richfield Boulevard. Planning Commission and staff recommended approval.
06/15/07	The City Council approved the request for a Variance (VAR-18984) to allow a 10-foot front yard setback where 20 feet is the minimum setback is required. Planning Commission recommended approval whereas staff recommended denial.
06/06/07	The City Council approved the request for a Site Development Plan Review (SDR-18693) for a four-story, 42,000 square-foot office building, with a 2,450 square-foot restaurant with drive-through, a 14,550 square-foot General Retail Establishment with Drive-Through and a waivers to allow perimeter landscape buffer widths of five feet along the south property line; six feet along the west property line where 15 feet is the minimum required and to allow interior landscape buffer width of six feet where eight feet is the minimum required along the north property line. Planning Commission recommended approval, whereas staff had recommended denial.
02/11/10	The Planning Commission voted to hold this item in abeyance to the March 25, 2010 Planning Commission meeting.
03/25/10	The Planning Commission (7-0 vote) recommended DENIAL (PC Agenda Item #12/rg).
04/22/10	The Planning and Development Department staff received a letter from Howard Mann, Spanish Villas at Sahara, LLC indicating that Lovett Companies is no longer the applicant. Spanish Villas at Sahara, LLC will be both the applicant and the owner.
Related Building Permits/Business Licenses	
01/01/51	A business license (L16-00034) was issued for a Tavern at 3190 West Sahara Avenue. The license has been inactive as of 06/30/08.
12/05/96	A building permit (#96024014) was issued for a Tenant Improvement remodel at 3190 West Sahara Avenue. The project was completed on 02/02/99.
12/11/01	A building permit (#01021445) for Non-Work Certificate of Occupancy was issued at 3190 West Sahara Avenue. The project was completed on 12/12/01.

Pre-Application Meeting	
11/16/09	A pre-application meeting with the applicant was held where elements of submitting a Special Use Permit for a Supper Club were discussed. The topics included: • Floor plans must depict seating; 125 seats separated from the bar are required for a Supper Club. • Site and Floor Plans are inconsistent as to the east side of the building. • Ensure that property lines are correctly displayed on plans • No waivers required. • ADA parking shall be required to meet current standards.

Neighborhood Meeting	
05/01/10	A neighborhood meeting was held at 10:00am in the Spanish Oaks Community Center located at 2101 Spanish Oaks Drive, Las Vegas, Nevada 89102. Public Attendance - 60 (Approximately) Applicant Representatives –3 Planning Commissioners – 2 Staff Member - 1 <u>Questions/Concerns</u>: • Beer served in pitchers? Will there be a "Happy Hour"? Is Catering planned? • Is there a target market? • What about exterior appearance? Spanish Oaks sign? • Will there be exterior security? Who can be contacted in case of problems? <u>Details:</u> • This is a new Applicant/Owner • The property will be fully landscaped. Security will be on duty outside, on weekend nights, and there will be full-time property management on site at all times. • Will be open 24 hours with no charge for admission; there will be live music for parties, but no private banquets after 2:00 AM <u>Summary</u>: The majority in attendance approved; however there were several who were neither for nor against *There were updated plans submitted to staff at the meeting; landscaping plans are forthcoming*

Field Check	
01/07/10	Plants and trees are missing within the landscaping areas and islands.

Details of Application Request	
Site Area	
Net Acres	1.03

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Commercial	SC (Service Commercial)	C-1 (Limited Commercial)
North	Single Family Residential	L (Low Density Residential)	R-PD6 (Residential Planned Development – 6 Units Per Acre)
South	Offices, Restaurant, Financial Institution, Specified	SC (Service Commercial)	C-1 (Limited Commercial)
East	Office, Restaurant	SC (Service Commercial)	C-1 (Limited Commercial)
West	Office Complex, Bank	SC (Service Commercial)	C-1 (Limited Commercial)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan		X	
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O Airport Overlay District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
	Gross Floor Area or Number of Units	***Required***			***Provided***		***Compliance***
			Parking		*Parking*		
Use		***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
Commercial Center (Existing)	104,462 SF						
TOTAL SPACES REQUIRED			305		396		Y*
TOTAL (Including Handicapped)			297	8	381	15	Y*

**The subject site is part of the Spanish Villas commercial center, which shares parking throughout. The proposed use does not increase the parking requirement for the site.*

ANALYSIS

The proposed Supper Club use meets all Minimum Special Use Permit Requirements of Title 19.04, including the separation of the bar and restaurant areas and the minimum 125 seats required within the restaurant area. The subject site is part of the existing Spanish Villas commercial center, with a recorded reciprocal parking and access easement throughout the entire center. The proposed Supper Club use has the same parking requirement as the previous use, which was a Liquor Establishment (Tavern), with adequate parking provided on-site and handicapped parking spaces provided on the adjacent property along the east side of the building.

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 subject site is zoned C-1 (Limited Commercial). The Supper Club use is permitted with an approval of the Special Use Permit and it is consistent with the General Plan Service Commercial Land Use designation. Therefore, the proposed use will be harmonious and compatible with the uses in the existing site and with the commercial uses on adjacent properties.

2. **"The subject site is physically suitable for the type and intensity of land use proposed."**

   The subject site is physically suitable for the type and intensity of the proposed Supper Club 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."**

   Site access is provided from Sahara Avenue, a 100-foot Primary Arterial as designated in the Master Plan of Streets and Highways; and from Spanish Oaks Drive, a 70-foot right-of-way. These streets provide adequate access to and from the subject property.

4. **"Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan."**

   Approval of the proposed Special Use Permit will not compromise the public health, safety and general welfare, as the use will be subject to regular inspections for business licensing.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The proposed Supper Club use meets all minimum requirements of the applicable conditions per Title 19.04.

PLANNING COMMISSION ACTION

The Planning Commission proposed the following conditions in the parking area.

- Security personnel shall be on duty during private banquets.
- Conformance to the floor plan dated 01/20/10 and landscape plan presented at the 03/25/10 PC.
- Hours for banquets/private parties shall only be between the hours of 8am and 2am.
- Exterior signage shall contain no flashing lights or LED reader board.
- Handicap parking shall be located nearest the front door.
- Any expansion to the building foot print which entails additional seating or assembly area shall require approval of a Site Development Plan Review at a public hearing by Planning Commission.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 22

NOTICES MAILED 527 (By City Clerk)

APPROVALS 36

PROTESTS 18

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: RE-OPEN SUPERCLUB W/ ADDITION

Project Address (Location) 3190 W. SAHARA

Project Name ZODIAC **Proposed Use** SUPERCLUB

Assessor's Parcel #(s) 162-05-403-001 **Ward #**

General Plan: existing C-1 proposed C-1 **Zoning:** existing C-1 proposed C-1

Commercial Square Footage 18,178 **Floor Area Ratio** 36%

Gross Acres 1.03 + 2.72 = 3.75 **Lots/Units** **Density**

Additional Information

PROPERTY OWNER SPANISH VILLAS AT SAHARA, LLC **Contact** HOWARD MANN

Address 11620 WILSHIRE BLVD #800 **Phone:** 3047769 **Fax:** 310 473-0595

City LOS ANGELES **State** CALIF **Zip** 90025

E-mail Address hmann@JLMREALTY.com

APPLICANT LOVETT COMPANIES **Contact** BRENT LOVETT

Address 2340 PASEO DEL PRADO D206 **Phone:** 7029665432 **Fax:** 7024418838

City LAS VEGAS **State** NV **Zip** 89102

E-mail Address BRENT@LOVETT.TV

REPRESENTATIVE N/A **Contact**

Address **Phone:** **Fax:**

City **State** **Zip**

E-mail Address

Property Owner Signature* Howard S Mannn

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name HOWARD S. MANN

Subscribed and sworn before me on the basis of satisfactory evidence to be the person who appeared before me
This 1st day of December, 2009

Elena Ong Dizon

Notary Public in and for said County and State

ELENA ONG DIZON
Commission # 1725264
Notary Public - California
Los Angeles County
My Comm. Expires Mar 11, 2011

FOR DEPARTMENT USE ONLY

Case #	SUP-37068
Meeting Date:	02/11/09
Total Fee:	$1280.00
Date Accepted:	12/30/09
Accepted By:	CV

*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.

Revised 10/27/08

f:\depot\Application Packet\Application Form.doc

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: SUP-37068 APN: 162-05-403-001

Name of Property Owner: SPANISH VILLAS AT SAHARA, LLC

Name of Applicant: BRENT LOVETT

Name of Representative: BRENT LOVETT

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: Howard Mann

Print Name: HOWARD MANN

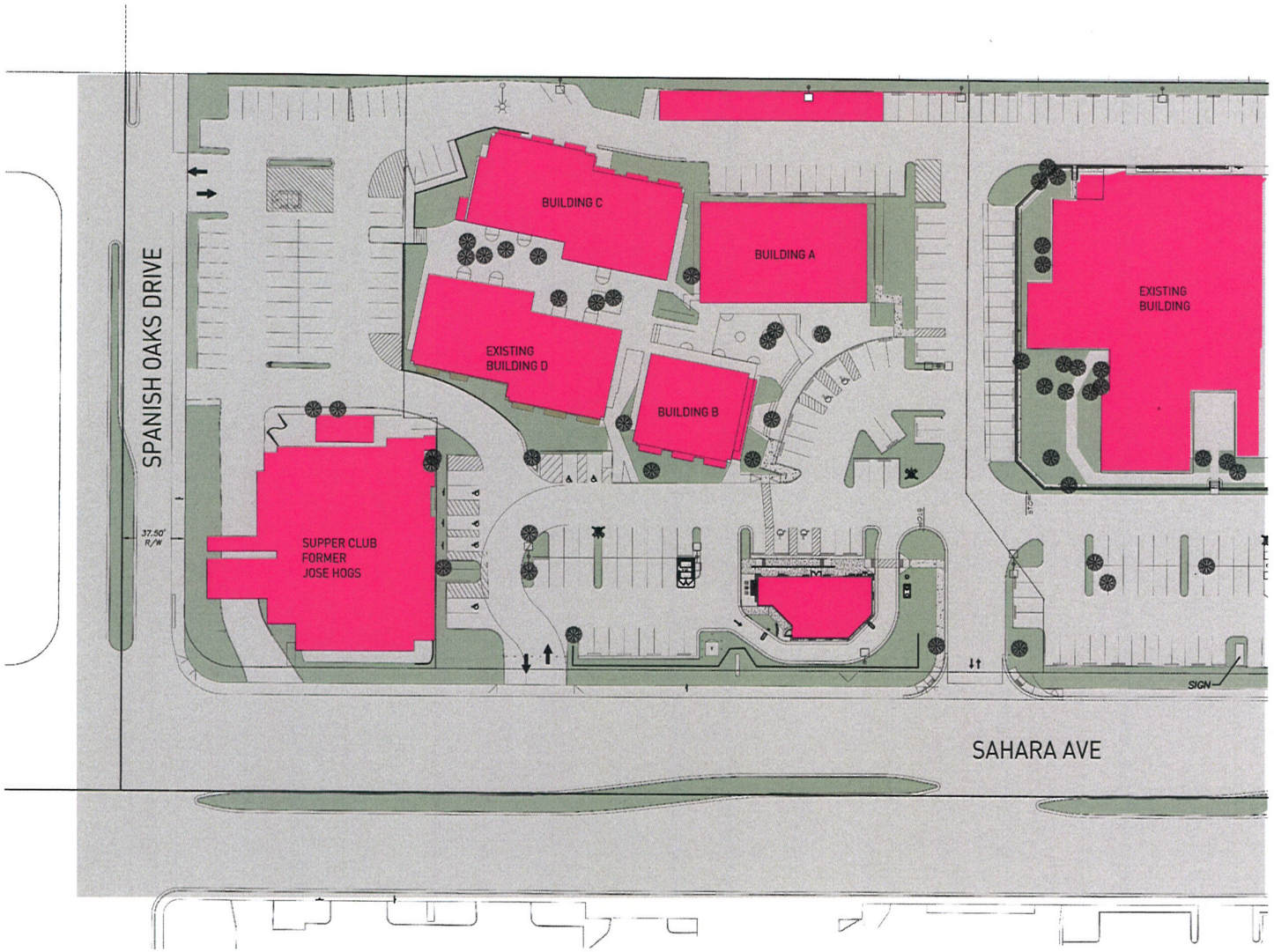
Subscribed and sworn before me on the basis of satisfactory evidence to be the person who appeared before me.

This 1st day of December, 2009

Elena Ong Dizon

Notary Public in and for said County and State

ELENA ONG DIZON
Commission # 1725264
Notary Public - California
Los Angeles County
My Comm. Expires Mar 11, 2011





PARKING INFORMATION

EXISTING SPACES NORTH	71
EXISTING SPACES EAST	32
HANDICAP SPACES	4
TOTAL SPACES	107

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ARCHITECTURAL SITE PLAN

SUPPER CLUB
3190 WEST SAHARA AVE, LAS VEGAS, NV 89102

AS101

NORTH

SCALE: 1"=30'

ARCHITECTURAL SITE PLAN

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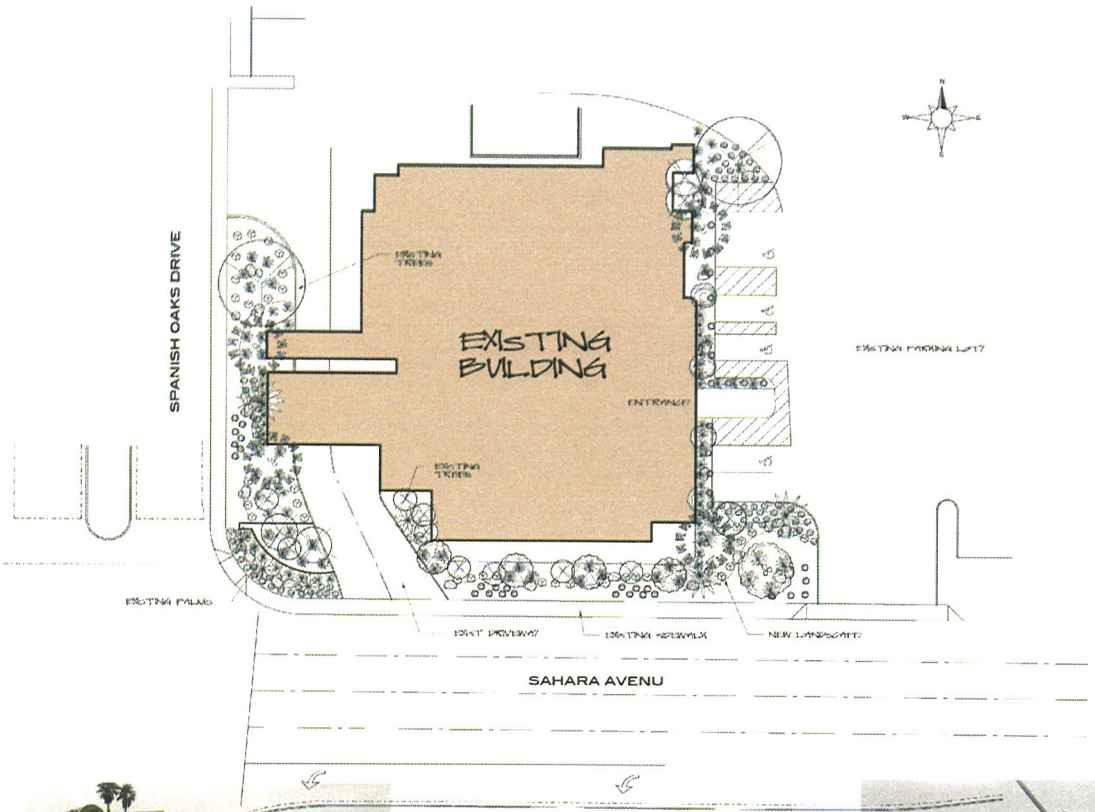


TREES

QTY	SIZE	SYMBOL	NAME
	36" BOX		MULGA ACACIA
	24" BOX		BOTTLE TREE
	24" BOX		DATE PALM
	24" BOX		SWANHILL OLIVE
	24" BOX		COPPERTONE LOQUAT
	24" BOX		AGAVE

SHRUBS

QTY	SIZE	SYMBOL	NAME
	5 GAL		ROSEMARY
	5 GAL		BLUE FESCUE
	5 GAL		BUTTERFLY IRIS
	5 GAL		LANTANA
	5 GAL		HAWTHORN



PROPERTY GOING WEST ON SAHRA



PROPPERTY LOOKING EAST ON SAHARA



PROPERTY FROM PARKING LOT



PROPOSE CONCEPT LANDSCAPE PLAN

LANDSCAPE PLAN

SCALE 1/8"=1'-0"

SUP-37068
REVISED
05/19/10 CC

MAY 0 / 2010

PROJECTED CORNER OF SAHARA AND SPANISH OAKS DRIVE

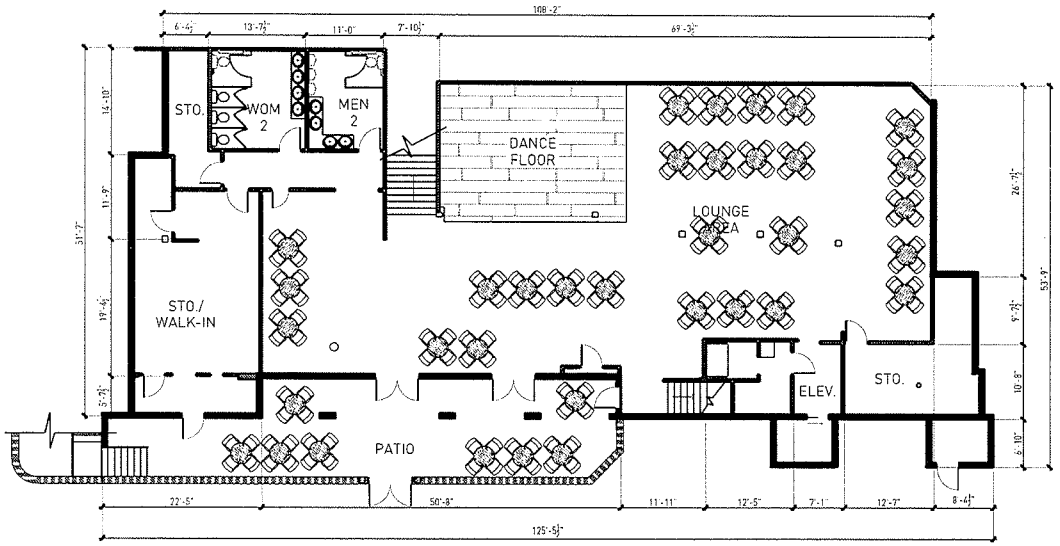
GREENTREE LANDSCAPE
10 W. MAYFLOWER
N. LAS VEGAS, NV 89030
P: 702.458.7743 F: 702.457.7744
INFO@GREENTREE.LV.COM
NV LIC. C0-87180 C3-88887A

GREENTREE
LANDSCAPE & MAINTENANCE

DRAWN BY

SCALE:

SHEET



NORTH

BASEMENT PLAN

SQUARE FOOTAGES ARE APPROXIMATE

SCALE 1/8" = 1'-0"

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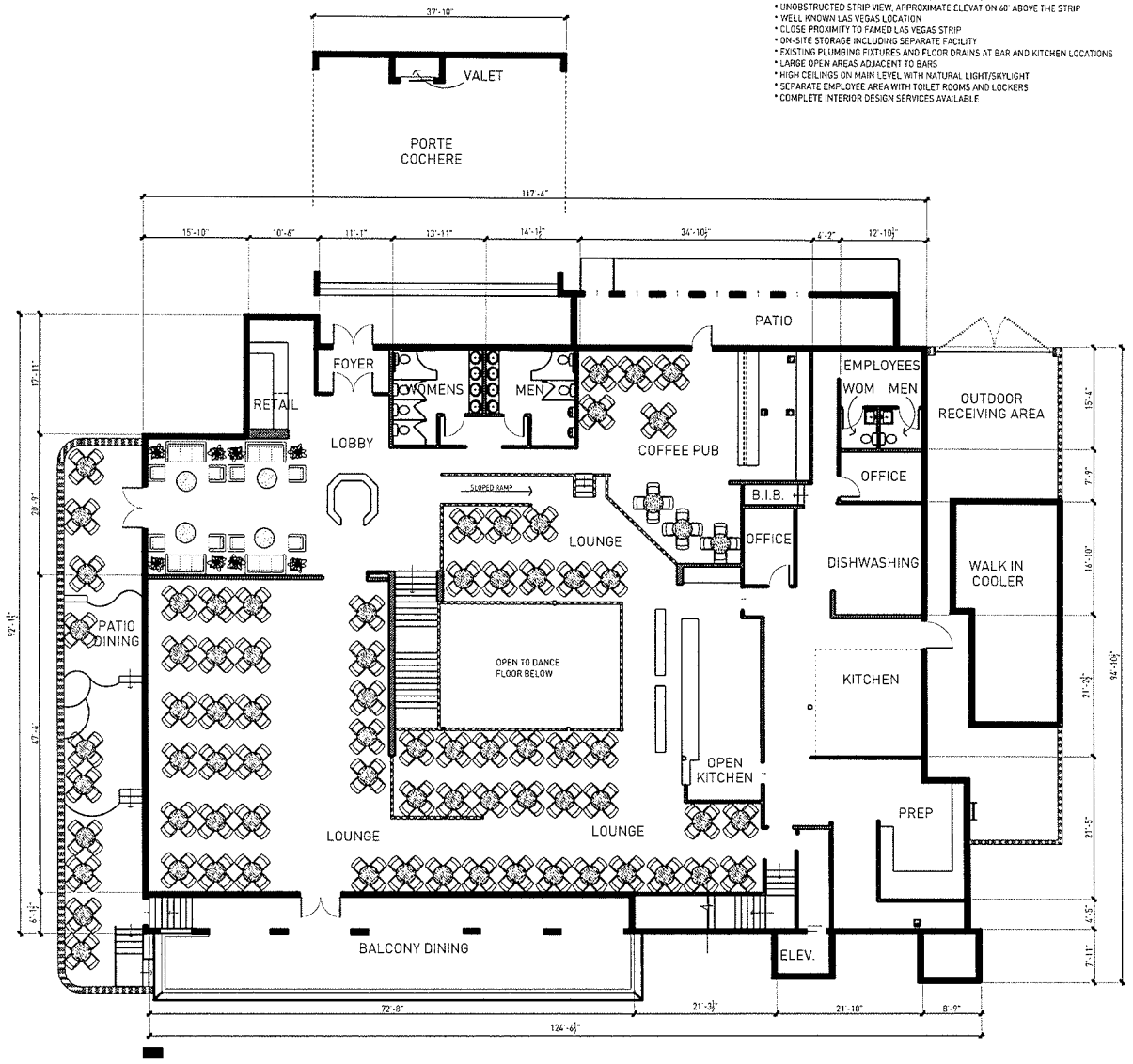
LOWER LEVEL

NEW SUPPER CLUB
3190 WEST SAHARA AVE, LAS VEGAS, NV 89102

AE102

BENEFITS OF FACILITY

- PORTE COCHERE WITH ENCLOSED VALET STAND
- MULTIPLE PATIOS, SOME COVERD AND/OR ENCLOSED
- UNOBSTRUCTED STRIP VIEW, APPROXIMATE ELEVATION 60' ABOVE THE STRIP
- WELL KNOWN LAS VEGAS LOCATION
- CLOSE PROXIMITY TO FAMED LAS VEGAS STRIP
- ON-SITE STORAGE INCLUDING SEPARATE FACILITY
- EXISTING PLUMBING FIXTURES AND FLOOR DRAINS AT BAR AND KITCHEN LOCATIONS
- LARGE OPEN AREAS ADJACENT TO BARS
- HIGH CEILINGS ON MAIN LEVEL WITH NATURAL LIGHT/SKYLIGHT
- SEPARATE EMPLOYEE AREA WITH TOILET ROOMS AND LOCKERS
- COMPLETE INTERIOR DESIGN SERVICES AVAILABLE



KEY PLAN

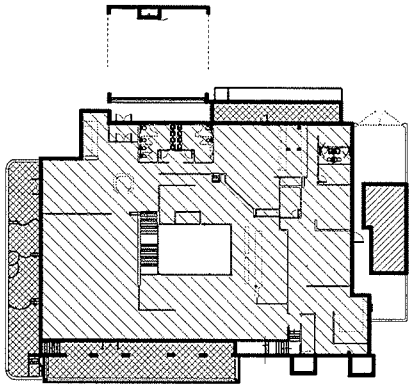
LEGEND

PATIO | INTERIOR | ACCESSORY

MAIN LEVEL

PATIO	2289 Sq. Ft.
INTERIOR	9441 Sq. Ft.
ACCESSORY	452 Sq. Ft.

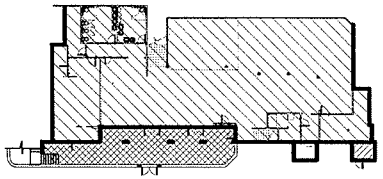
12,182 Sq. Ft. - MAIN LEVEL



LOWER LEVEL

PATIO	927 Sq. Ft.
INTERIOR	5019 Sq. Ft.
ACCESSORY	50 Sq. Ft.

5,996 Sq. Ft. - LOWER LEVEL



OVERALL AREA

PATIO	2216.0 Sq. Ft.
INTERIOR	14460.0 Sq. Ft.
ACCESSORY	502.0 Sq. Ft.

TOTAL AREA = 18,178 SQ. FT.

NORTH

MAIN FLOOR

SQUARE FOOTAGES ARE APPROXIMATE

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

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MAIN LEVEL

NEW SUPPER CLUB
3190 WEST SAHARA AVE, LAS VEGAS, NV 89102

REVISIONS

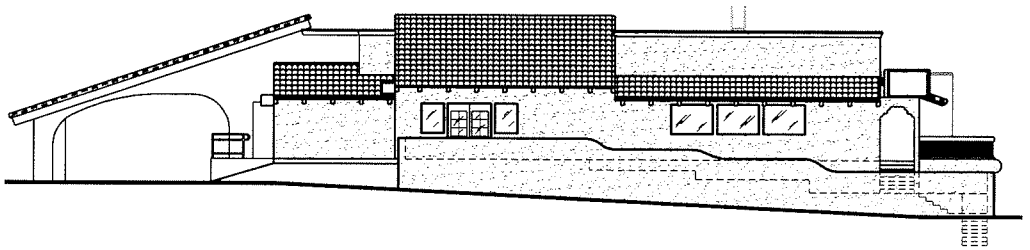
AE101

MAY 07 2010

SUP-37068

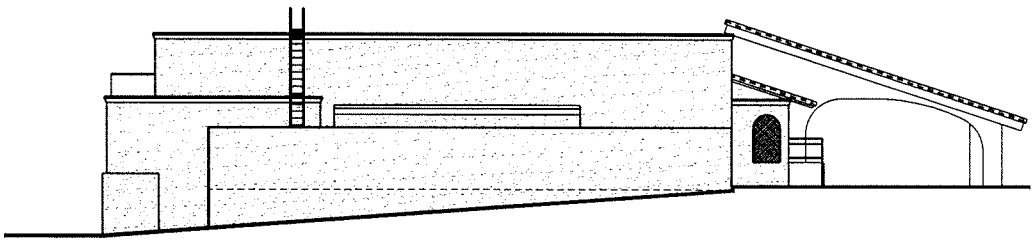
REVISED

05/19/10 CC



SOUTH ELEVATION

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



NORTH ELEVATION

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

MAY 07 2010

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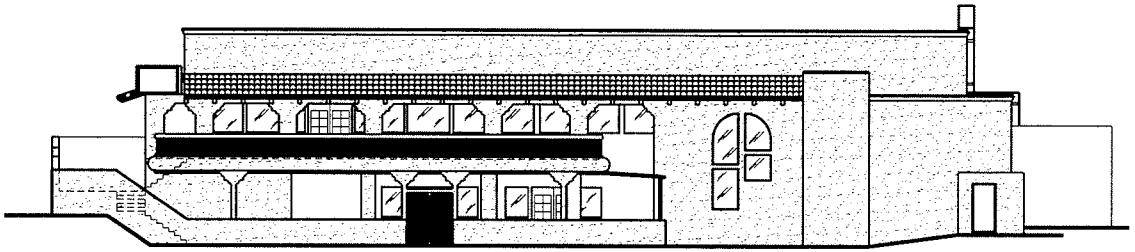
EXTERIOR BUILDING ELEVATIONS

SUPPER CLUB
3190 WEST SAHARA AVE, LAS VEGAS, NV 89102

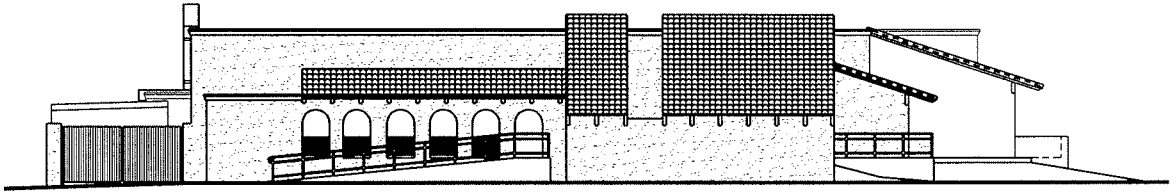
REVISIONS

AE201



EAST ELEVATION

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



WEST ELEVATION

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

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EXTERIOR BUILDING ELEVATIONS

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REVISIONS

AE202



SUP-37068 - APPLICANT: LOVETT COMPANIES - OWNER: SPANISH VILLAS AT SAHARA, LLC
3190 WEST SAHARA AVENUE

01/07/10



SUP-37068 - APPLICANT: LOVETT COMPANIES - OWNER: SPANISH VILLAS AT SAHARA, LLC
3190 WEST SAHARA AVENUE

01/07/10



SUP-37068 - APPLICANT: LOVETT COMPANIES - OWNER: SPANISH VILLAS AT SAHARA, LLC
3190 WEST SAHARA AVENUE

01/07/10



SUP-37068 - APPLICANT: LOVETT COMPANIES - OWNER: SPANISH VILLAS AT SAHARA, LLC
3190 WEST SAHARA AVENUE

01/07/10



SUP-37068 - APPLICANT: LOVETT COMPANIES - OWNER: SPANISH VILLAS AT SAHARA, LLC
3190 WEST SAHARA AVENUE

01/07/10



SUP-37068 - APPLICANT: LOVETT COMPANIES - OWNER: SPANISH VILLAS AT SAHARA, LLC
3190 WEST SAHARA AVENUE

01/07/10

Project Location:	3190 West Sahara Ave
Assessor's Parcel #:	162-05-403-001
Date:	January 12, 2010
Case Number:	SUP-37068
Contact:	Brent E. Lovett
	(702) 966-5432
	Special Use Permit
	Sheet 1 of 1

1. JUSTIFICATION LETTER

The use permit requested is to re-open an supper club at the location of the Vacant Port Tack location, an supper club which operated out of this location for over 25 years.. The current site was constructed for the Port Tack Restaurant. The site has currently been vacant for over 2 years.

The Location will seat over 125 in its dining areas, and 30 in the bar area. The location can also accommodate 75 in its banquet area for weddings and parties.

The site and area will be greatly improved with the new 2 million dollar renovation. The Zodiac will employ over 50 employees and add to the redevelopment of the Sahara West center area.

The business intends to do 75% of its business between 5pm and 11pm, at which time the surrounding areas office business is vacant. Due to past experience with this area, no parking issues are expected.

The current zoning approved in 2007 for a 4 story 50,000 sf office tower will not be going forward due to economic conditions.

Very Truly Yours,

Brent E. Lovett

RECEIVED
JAN 20 2010

SUP-37068
REVISED
02/11/10 PC

Zodiac

2340 Paseo Del Prado D 205
Las Vegas, Nevada 89102
(702) 966-5432
Fax (702) 441-8838

Spanish Villas at Sahara, LLC
11620 Wilshire Blvd., Suite 800
Los Angeles, CA 90025
T: 310-477-6911
Cell: 310-995-8707
Email: hmann@jlmrealty.com

March 26, 2010

Via Email: vdarling@lasvegasnevada.gov; bbridges@lasvegasnevada.gov
Via Overnight Delivery

Ms. Beverly Bridges
Ms. Vicky Skilbred
City Clerk
City of Las Vegas
400 Stewart Street
Las Vegas, NV 89101

RE: Appeal of Planning Commissions denial: case # SUP 37068

Dear Ms. Bridges and Vicky Skilbred

Please accept this letter on behalf of Spanish Villas at Sahara, LLC and Lovett Companies, applicant, as our request to appeal to the City Council, at their April 21, 2010 meeting, the decision of the Planning Commission to deny our application number SUP 37068 for a Special use permit for the supper club located at 3190 West Sahara, LV.

Please contact me directly if you would like to discuss or have questions or clarifications regarding this matter.

Very truly yours,
Spanish Villas at Sahara, LLC

Howard Mann
Member

cc: Margo Wheeler (mwheeler@lasvegasnevada.gov)

Spanish Villas at Sahara, LLC
11620 Wilshire Blvd., suite 800
Los Angeles, CA 90025
Phone: 310 477-6911
Email: hmann@jlmrealty.com

April 22, 2010

Via Email: sgebeke@lasvegasnevada.gov
tdresser@lasvegasnevada.gov

Mr. Steve Gebeke
Planning Supervisor
Planning and Development Department
City of Las Vegas
731 S. Fourth Street
Las Vegas, NV 89101

City Clerk
c/o Beckey Dresser, Administrative Secretary
400 E Stewart Ave.
Las Vegas, NV 89101

RE: Abeyance - SUP 37068 – Special Use Permit

Dear Mr. Gebeke and City Clerk:

Please let this letter serve as notice that Spanish Villas at Sahara, LLC, owner, will also be, "Applicant" with regard to the request for Special Use Permit (# 37068). Spanish Villas at Sahara, LLC has been advised that the item referenced above is scheduled to be heard for the May 19th City Council Meeting per our appeal to the City Council as a result of denial by the Planning Commission of the above referenced item. Please remove The Lovett Companies as the applicant.

Thank you for your assistance in this matter.

Very truly yours,

Spanish Villas at Sahara, LLC

By: 

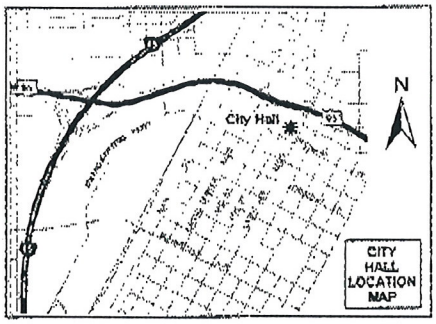
Howard Mann
Managing Member

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

02 1M $ 00.41⁴
0004279218 APR 09 2010
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37068
City Council Meeting of 4/21/2010

RECEIVED
2010 APR 12 P2:18
CITY CLERK

CARTER JOSEPH H
STATEN HOPE V
3400 CALLE DEL TORRE
LAS VEGAS NV 89102-3908

APN#16205318007

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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CITY CLERK
2010 APR 12 P 2:14

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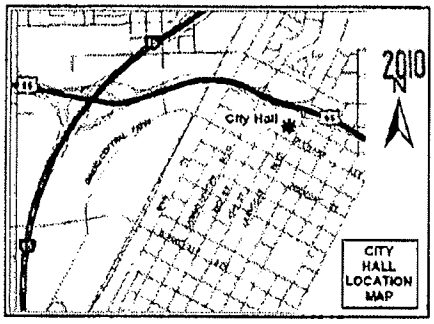

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37068
City Council Meeting of 4/21/2010

WE HEARD THE "SUPPER CLUB" WILL BE A "SPANISH RESTURANT" OPEN 24 HOURS. WE DON'T NEED ANOTHER 24 HOUR CANTINA WITH ITS MUSIC LOUD CROWDS, FIGHTS AND OCCASIONAL SHOOTINGS LIKE WE HAD IN THE PAST!! OUR HOME IS AGAINST THE BACK WALL NEAR THE LOCATION. WE OPPOSE THIS APPEAL AND PROJECT!!

CUMMINGS FAMILY TRUST
CUMMINGS PETER & KAREN M TRS
3025 PLAZA DE ROSA
LAS VEGAS NV 89102-4048

APN#16205416025

PAGE 01/01
FLIPPIN
7024056530
04/10/2010 13:48
04/10/2010 SAT 12:54 [TX/RX NO 7522] 001

RECEIVED
CITY CLERK

2010 APR 12 A 8:03

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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FIRST CLASS

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PITNEY BOWES
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MAILED FROM ZIP CODE 89101

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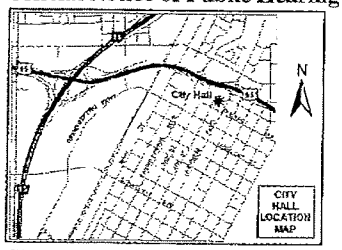
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37068

City Council Meeting of 4/21/2010

FLIPPIN ALFRED B FAMILY TRUST
3645 MOUNTCREST DR
LAS VEGAS NV 89121-4917

APN#16205415022

...CEIVED
...TY CLERK

2010 APR 12 A 9:57

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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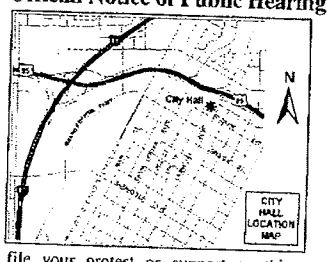
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37068

City Council Meeting of 4/21/2010

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02 1M $ 00.41[4]
0004279218 APR 09 2010
MAILED FROM ZIPCODE 89101

KWALICK DONALD S & CAROLYN
3025 PLAZA DE MONTE
LAS VEGAS NV 89102-4046

APN#16205317018

89101 89102

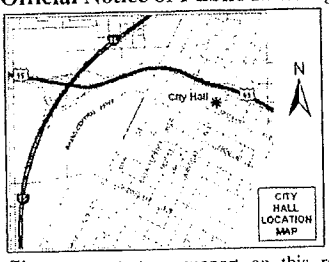
04/12/2010 MON 08:28 [TX/RX NO 7542] 001

RECEIVED
CITY CLERK

2010 APR 12 A 8:02

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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FAUST SUZANNE
2301 CALLE DE NUEVO
LAS VEGAS NV 89102-4039

APN#16205416001

[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

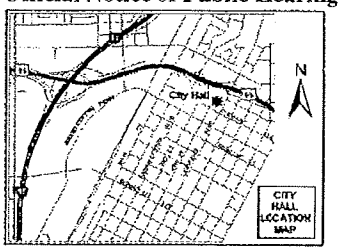
SUP-57068

City Council Meeting of 4/21/2010

This is a good thing for our ~~Comm~~ neighborhood.
Business rather than an empty, ragged building.

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-37068

City Council Meeting of 4/21/2010

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02 1M $ 00.41[4]
0004279218 APR 09 2010
MAILED FROM ZIPCODE 89101

TYRE R & C LIVING TRUST
TYRE ROBERT D & CARYN K TRS
2777 PARADISE RD #3502
LAS VEGAS NV 89109-0403

APN#16205317017

RECEIVED
CITY CLERK
2010 APR 12 A 8:03

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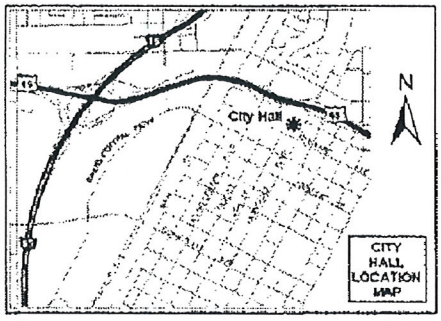
TYRE
04/10/2010 16:44 7022218574

04/13/2010 TUE 08:38 [TX/RX NO 7563] 001

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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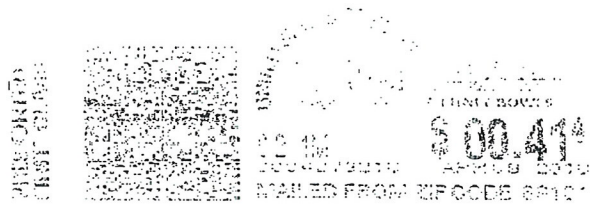
SUP-37068

City Council Meeting of 4/21/2010



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CITY CLERK

RITZMAN ROBERT 1982 TRUST
RITZMAN ROBERT R TRS
2741 VALLEY CREEK DR
CHULA VISTA CA 91914-4202

APN#16205416028

Apr 13 10 09:41a Bob Ritzman 1-619-397-1944 p.1

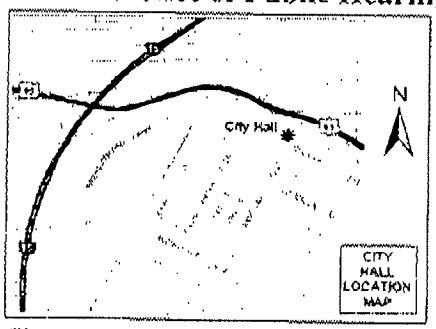
City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

$ 00.41

2010 APR 12 P 2:16

CITY CLERK

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37068
City Council Meeting of 4/21/2010

W W L TRUST
LATTIN WILLIAM W TRS
P O BOX 15585
LAS VEGAS NV 89114-5585

APN#16205317015

PAGE 01/01
CC MB CAND FILE DIV
702-455-2831
04/12/2010 08:26
04/12/2010 MON 07:16 [TX/RX NO 7540] 001

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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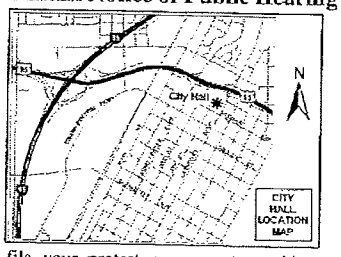
Official Notice of Public Hearing



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SUP-37068

City Council Meeting of 4/21/2010

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UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279215 APR09 2010
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LEA JAMES B & JOY J
11001 PINE KNOLLS CT
LAS VEGAS NV 89144-1652

APN#16208111009

2010 APR 12 A 8:16

RECEIVED
CITY CLERK

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

March 25, 2010

MEMO:

TO: Howard Mann
Brent Leavitt

As a member of the Spanish Oaks community, I would like to thank you for your presentation on Saturday, March6, 2010 regarding the future planned development of the Jose Hog Reataurant building.

I think the ides of a Tapas facility is a great idea because of the variety of food and the smaller servings.

We would be very pleased to see new activity on that corner, which has been sitting idle for so lobg.

There were a few concerns expressed about the name your operator has chosen, The Zodiac. While I realize your customer base will consist of patrons from all over Las Vegas, naturally, we in Spanish Oaks are interested in seeing the operation flourish.

There are 385 homes in the Spanish Oaks community, with the largest share of residents, retired people. We are definitely <u>not</u> "New Age"

While I realize that the public most certainly cannot mandate terms and conditions to the operator, I have taken the liberty of making the enclosed book available to the operators with the hope they might find a name among the ones on page 207. Or I might suggest something like Casa de Tapas.

Please pass this along to your operators for their perusal, with my sincere wishes for a great and successful endeavor, whatever name appears on the Marquee.

Regards,

Helen L Simmonds

Helen L. Simmonds

Submitted at Planning Commission

Date 3/25/10 - Item: 12

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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MAILED FROM ZIPCODE 89101

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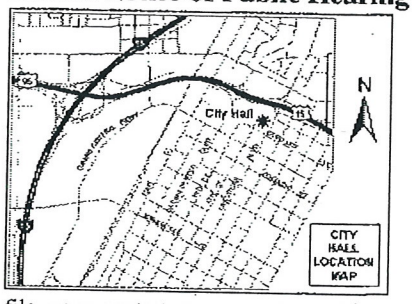

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council 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-37068

Planning Commission Meeting of 2/11/2010

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Case: SUP-37068

16205413007
FEINER ELIANE
224 SAYRE DR
PRINCETON NJ 08540-5852

KAVD511 08540

#7P

TECHNOBAKE 7326560899 10 08:24

Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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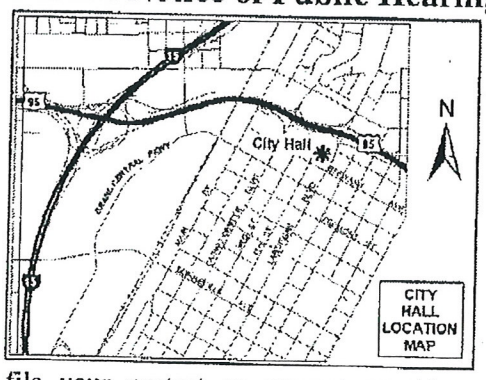

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FEB 01 2010

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

Case: SUP-37068

16205410006
OVERTURF THOMAS A LIVING TRUST
3451 E RENO AVE
LAS VEGAS NV 89120-1294

Due to increased night traffic primarily

898.3225

SUP-37068
Planning Commission Meeting of 2/11/2010

#7P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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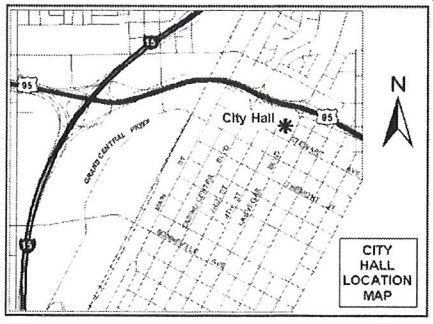
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37068

Planning Commission Meeting of 2/11/2010

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10 FEB -3 AM 11:10
PLANNING AND DEVELOPMENT

Case: SUP-37068

16205317009
PETITTI FAMILY TRUST
3016 CALLE DE LAREDO
LAS VEGAS NV 89102-4038

KAVDS11 89102

#7P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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JAN 27 2010
MAILED FROM ZIP CODE 89101

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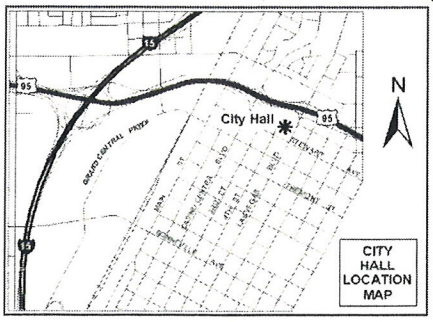

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37068

Planning Commission Meeting of 2/11/2010

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10 FEB -3 AM 11:10
PLANNING AND DEVELOPMENT

Case: SUP-37068

16208511038
OEHLER C F FAMILY TRUST
2824 MERRITT AVE
LAS VEGAS NV 89102-6087

KAVDP11 A910E

#7 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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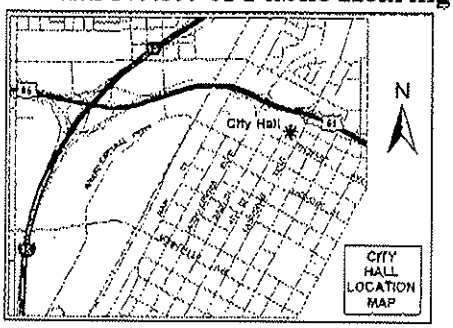
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-37068
Planning Commission Meeting of 2/11/2010

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0004279219 JAN 27 2010
MAILED FROM ZIPCODE 89101

2010 FEB -1 P 3:36
CITY CLERK
LAS VEGAS NV

Case: SUP-37068
16205413020
MUNTHE ARNOLD E
P O BOX 80177
LAS VEGAS NV 89180-0177

Submitted after final agenda

Date 2-01-10 Item 7

LAS VEGAS
CITY CLERK

2010 FEB -9 P 3:00

02/09/2010 TUE 14:56 [TX/RX NO 7266] 002

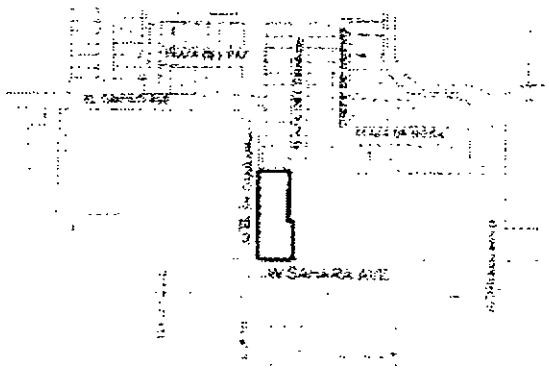
Application Information

SUP-37068 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: LOVETT COMPANIES - OWNER: SPANISH VILLAS AT SAHARA, LLC - Request for a Special Use Permit FOR A SUPPER CLUB WITHIN AN EXISTING 17,425 SQUARE-FOOT BUILDING at 3190 West Sahara Avenue (APN 162-05-403-001), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian)

PLEASE OPPOSE

LOVETT COMPANIES IS FRAUDULENT

Application Location



The proposed project may not pertain to the entire obligated project site

Public Hearing Information

Meeting:	Planning Commission
Date:	*February 11, 2010*
Time:	6:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request, or may, prior to this meeting, file a written objection thereto or approval thereof with the Planning and Development Department, Development Services Center, 731 South Fourth Street, Las Vegas, Nevada 89101. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date

Protest

To:	Vicki Quinn Planning Commission	**From:**	John F. Hayet
	City of Las Vegas	**Pages:**	
	URGENT	**Date:**	2/9/2010
Re:	SUP -37068		702 553 6208

x **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

Commissioner Quinn Ward One

I strongly urge you to look carefully at the application SUP-37068 by Lovett Companies this Thursday. Brent Lovett the principal has a long history of fraudulent activity in Las Vegas.

1-closure of business by the Nevada Commission on Post Secondary Education in 2009.

2-judgemt against him by the Nevada Labor Commission for not paying dozens of employees in 2009.

3-myriad of lawsuits for not paying on multiple commercial properties

It is time for someone to connect the dots and put a stop to more abuse in our community. The idea that the Zodiac Supper Club will be any different is impossible to imagine considering the behavior of the last ten years. The State of Nevada has over 20 companies listed under Brent Lovett all are fronts and shell companies with zero substance.

Thank you for your attention

RECEIVED
CITY CLERK
2010 FEB -9 P 3:00

Submitted after final agenda

Date 2-9-10 Item 7

February 3, 2010

CITY CLERK

2010 FEB -9 P 3:00

Supervisor Lois Tarkanian
Ward One
City of Las Vegas
Las Vegas, Nevada

RE: SUP-37068 Special use permit
Applicant Lovett Companies

Dear Supervisor Tarkanian,

I am writing to you in strong opposition of the above permit for Lovett Companies. I have attached a number of supporting documentation that reflect the total lack of ethics, morals and expected business practices in our community by Mr. Lovett. Brent Lovett has again and again violated a number of state laws, labor laws, national employment laws and standard business regulations.

I had the misfortune to be employed by Brent Lovett along with a number of professional colleagues and we were forcer to file with the labor board for unpaid wages. In my case almost $9,000 creating hardship for myself and family. In some cases over $30,000. Brent Lovett has made it clear that he will not pay and has a long history of not paying his employees. There is no reason to think that this will change with this new venture.

In 2008/2009 Brent Lovett operated Live Production Institute in Las Vegas until it was shut down by the Nevada Commission on Postsecondary Education. As an educator I urge to read the letters attached from former LPI employee that will give you an idea of the truly outrageous practices that Mr. Lovett engaged in as the president of LPI.

My ties to Las Vegas and the community are strong. My family is still there and I go back and forth between San Francisco and Las Vegas on a regular basis.

I will try my hardest to be there on Thursday February 11 to voice my objection to this special permit application. The time is now to stop any further business dealing by Mr. Lovett.

Thank you for your attention in this important matter.

Sincerely,

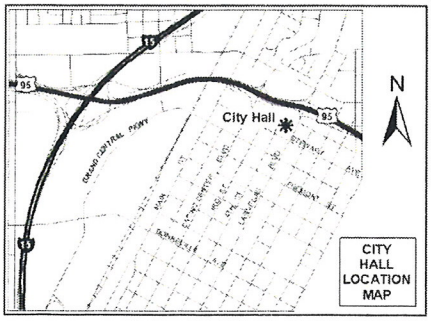
John F. Hayet
2098 Valley Sand
Las Vegas, NV 89135
702-553-6208

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 JAN 27 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37068
Planning Commission Meeting of 2/11/2010

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PLANNING AND DEVELOPMENT

Case: SUP-37068

16205312027
WOMMER DEBORAH N
2009 CALLE DE ESPANA
LAS VEGAS NV 89102-4007

KAV0311 89102

#7A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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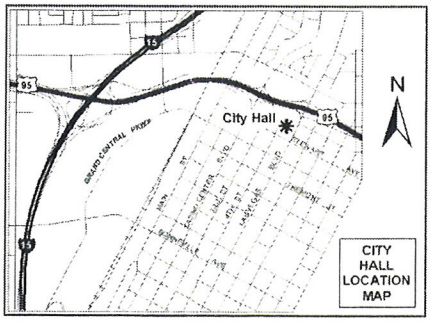

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Yes ☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37068
Planning Commission Meeting of 2/11/2010

Case: SUP-37068
16205413042
COADY/MCGINTY 1986 TRUST
2857 PARADISE RD #2601
LAS VEGAS NV 89109-9034

KAVOS11 89109

#7A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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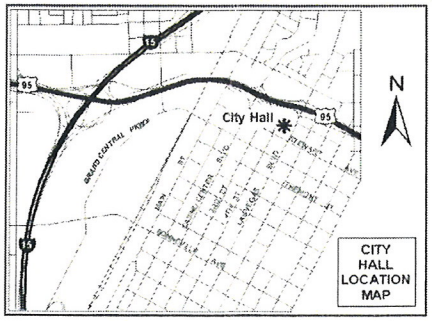

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SUP-37068
Planning Commission Meeting of 2/11/2010

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Case: SUP-37068
16205411008
RIORDAN MICHAEL & JOANN
3325 CALLE DEL TORRE
LAS VEGAS NV 89102-3905

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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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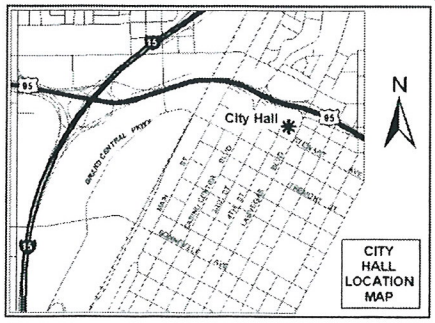

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Case: SUP-37068

16205416016
KAKER FRANK
P O BOX 28518
LAS VEGAS NV 89126-2518

☒ I SUPPORT this Request

☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37068

Planning Commission Meeting of 2/11/2010

KAVDS11 89126

#7A

Application Information

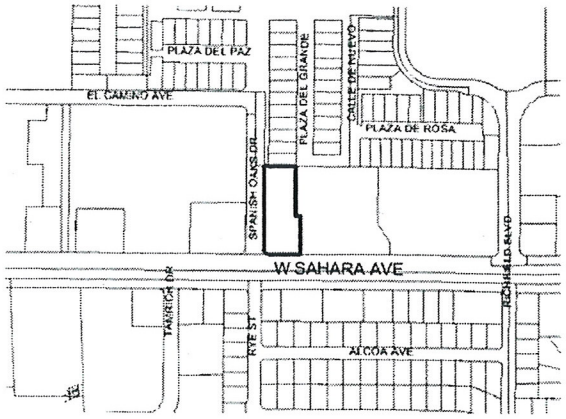
SUP-37068 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: LOVETT COMPANIES - OWNER: SPANISH VILLAS AT SAHARA, LLC - Request for a Special Use Permit FOR A SUPPER CLUB WITHIN AN EXISTING 17,425 SQUARE-FOOT BUILDING at 3190 West Sahara Avenue (APN 162-05-403-001), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian)

A NICE RESTAURANT WOULD ENHANCE THE AREA AND OFFER AN ADDITIONAL EATING ESTABLISHMENT, WHICH IS NEEDED.

THE PRESENT CLOSED STRUCTURE IS AN EYESORE AND DETRACTS FROM THE NEIGHBORHOOD.

D A Lehrter

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	***February 11, 2010***
Time:	6:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request: or may, prior to this meeting, file a written objection thereto or approval thereof with the Planning and Development Department, Development Services Center, 731 South Fourth Street, Las Vegas, Nevada 89101. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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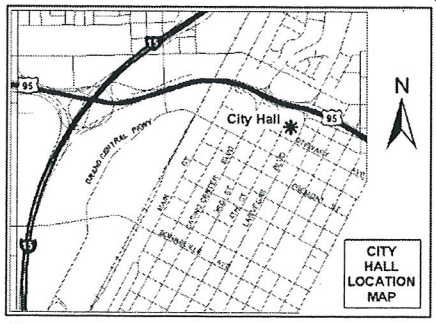

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37068
Planning Commission Meeting of 2/11/2010

(SEE OVER)

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Case: SUP-37068
16205413052
LEHRTER HERBERT A & PATRICIA TRS
2200 PLAZA DEL ROBLES
LAS VEGAS NV 89102-4034

#7 A

KAVOS11 89102

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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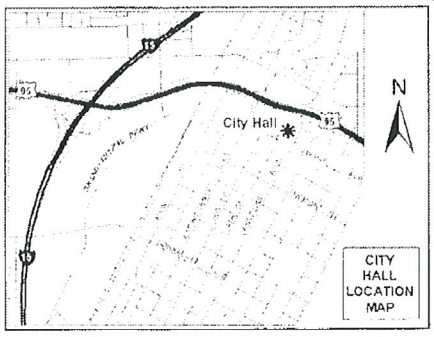

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Case: SUP-37068

16208114033
BORDENAVE EDWARD A JR & LOUISE O
3013 KINGS WAY
LAS VEGAS NV 89102-5925

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37068
Planning Commission Meeting of 2/11/2010

KAVDS11 89102

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City of Las Vegas
Planning & Development Department
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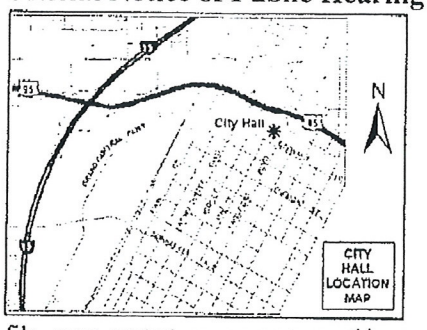

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Case: SUP-37068

16208501002
LEVY JEANNE FAMILY TRUST
7800 SILVER PLATEAU AVE
LAS VEGAS NV 89128-2655

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37068
Planning Commission Meeting of 2/11/2010

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City of Las Vegas
Planning & Development Department
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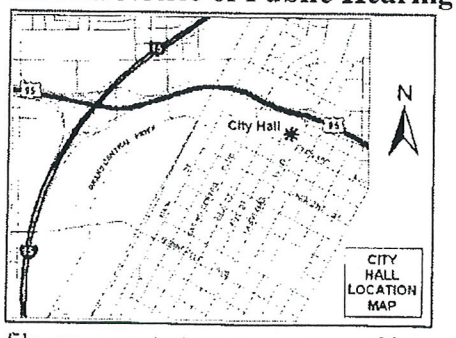

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Case: SUP-37068

16208114011
LASKOWSKI MIECZYSLAW
8218 WILDFIRE ST
LAS VEGAS NV 89123-0923

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37068

Planning Commission Meeting of 2/11/2010

7028971245 Mieczyslaw Laskowski

#7A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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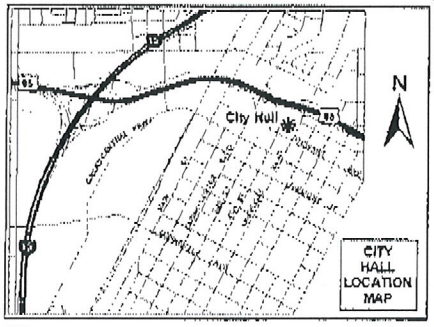

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SUP-37068

Planning Commission Meeting of 2/11/2010

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FEB 01 2010

Fax to: 385-7268

Case: SUP-37068

16205412006
FOYT ELIZABETH ANN
2216 PLAZA DEL PRADO
LAS VEGAS NV 89102-3914

#7A

01/30/2010 10:10 7022581933 ELIZABETH FOY PAGE 01/01

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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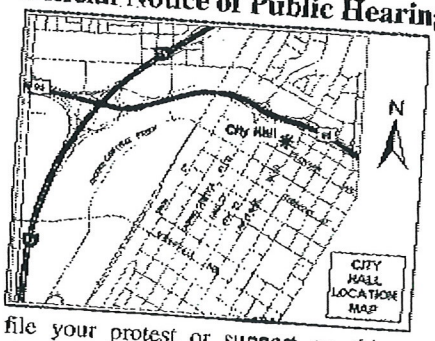

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☒ I SUPPORT this Request

☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37068

Planning Commission Meeting of 2/11/2010

162081130004 Case: SUP-37068
KENNEDY MARTHA P
3108 ROSEVILLE WY
LAS VEGAS NV 89102-0126

KENNEDY 89102

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PAGE 01/01

731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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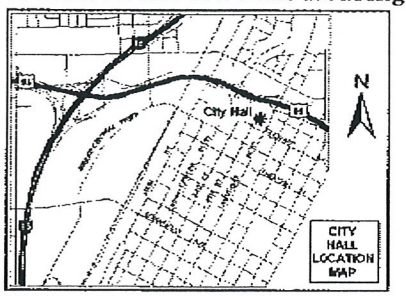

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SUP-37068

Planning Commission Meeting of 2/11/2010

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Case: SUP-37068

16205317017
TYRE R & C LIVING TRUST
2777 PARADISE RD #3502
LAS VEGAS NV 89109-0403

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Development Services Center
731 S. Fourth Street
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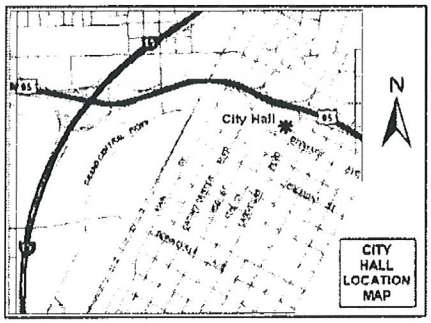

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37068
Planning Commission Meeting of 2/11/2010

BUT NOT ENOUGH INFO — IS THIS UPSCALE OR A DIVE? WE HAVE HAD ~~DOOL~~ DOOL IN THE PAST. WITH THE MURDERS, AND FIGHTS IN PARKING LOT. THAT GO WITH CANTINAS AND SALSA MUSIC, YOU NEED TO HAVE MORE INFO AS DO VS VERY NEARBY HOMEOWNERS. BEFORE YOU APPROVE!!

Case: SUP-37068

16205416025
CUMMINGS FAMILY TRUST
3025 PLAZA DE ROSA
LAS VEGAS NV 89102-4048

KAVOS1 1 89102

#7A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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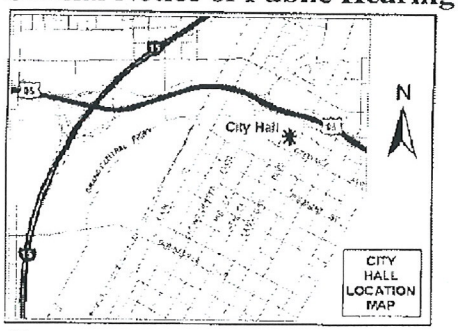

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Case: SUP-37068

16205315043
LEVY LOIS TRS
2011 PLAZA DE CIELO
LAS VEGAS NV 89102-4016

I SUPPORT this Request

I OPPOSE this Request

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UP-37068

lanning Commission Meeting of 2/11/2010

REQUEST 45105

#7A

City of Las Vegas Agenda Item No.: **68.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: MAY 19, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:

SUP-37378 – ABEYANCE ITEM - RENOTIFICATION - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: WALGREEN CO. - OWNER: TATSUMI INTERNAT'L LV CO. LTD. - Request for a Special Use Permit FOR A 48 SQUARE-FOOT ACCESSORY PACKAGE LIQUOR OFF-SALE WITHIN AN EXISTING 15,120 SQUARE-FOOT RETAIL ESTABLISHMENT WITH A WAIVER OF 400-FOOT DISTANCE SEPARATION REQUIREMENT FROM AN EXISTING PARK at 7599 West Lake Mead Boulevard (APN 138-22-316-009), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). **NOTE: THIS APPLICATION HAS BEEN AMENDED TO REQUEST 79 SQUARE FEET FOR THE ACCESSORY PACKAGE LIQUOR OFF-SALE USE.** The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

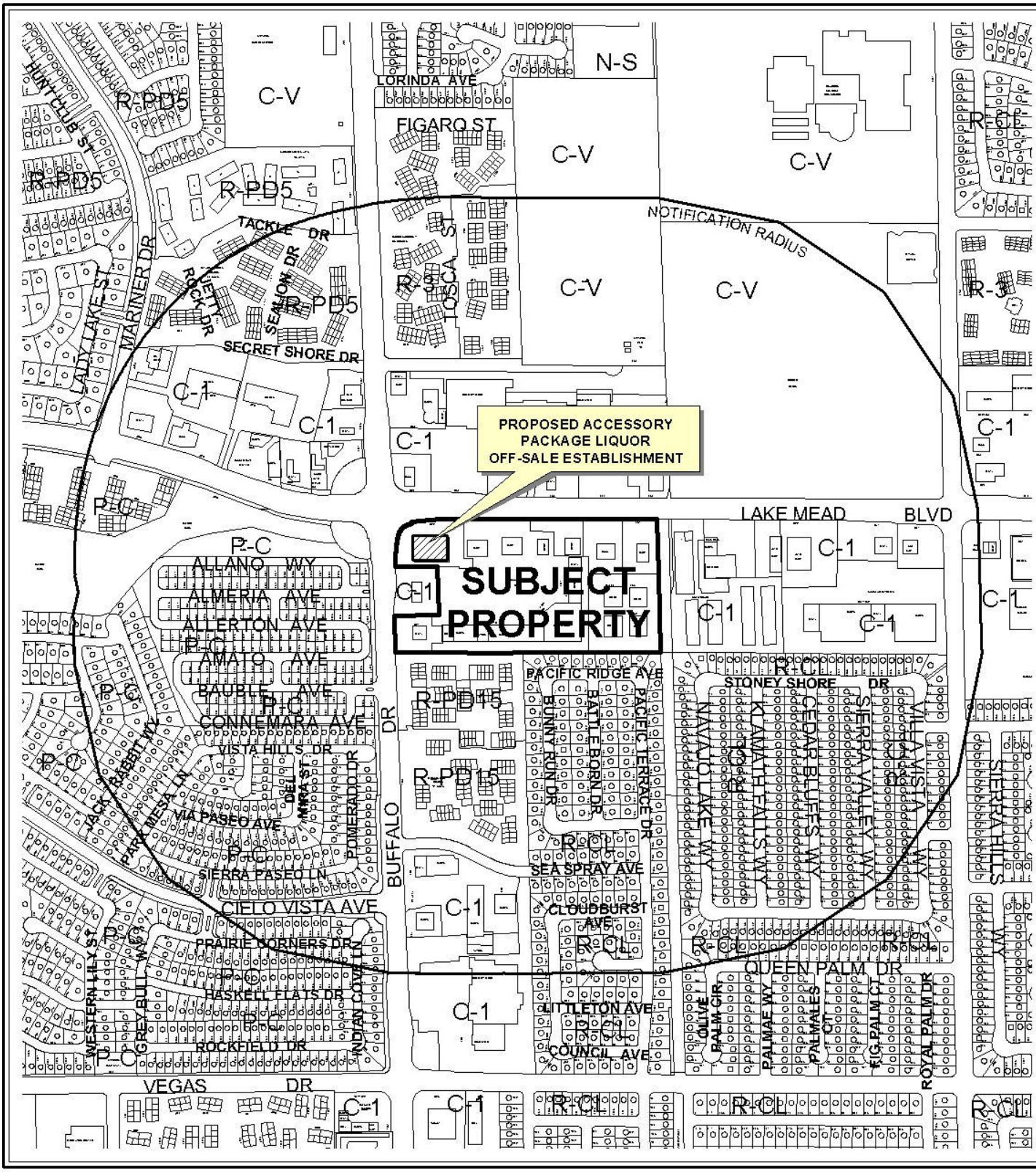
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**11**	**Planning Commission Mtg.**	**3**
City Council Meeting	**16**	**City Council Meeting**	**2**

RECOMMENDATION:

The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest/Support Postcards from the City Council Meeting of April 21, 2010
7. Protest/Support Postcards
8. Backup referenced from the March 25, 2010 Planning Commission Meeting Item SUP-37378



CASE: **SUP-37378**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



0 500 1000 Feet

CASE: **SUP-37378**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

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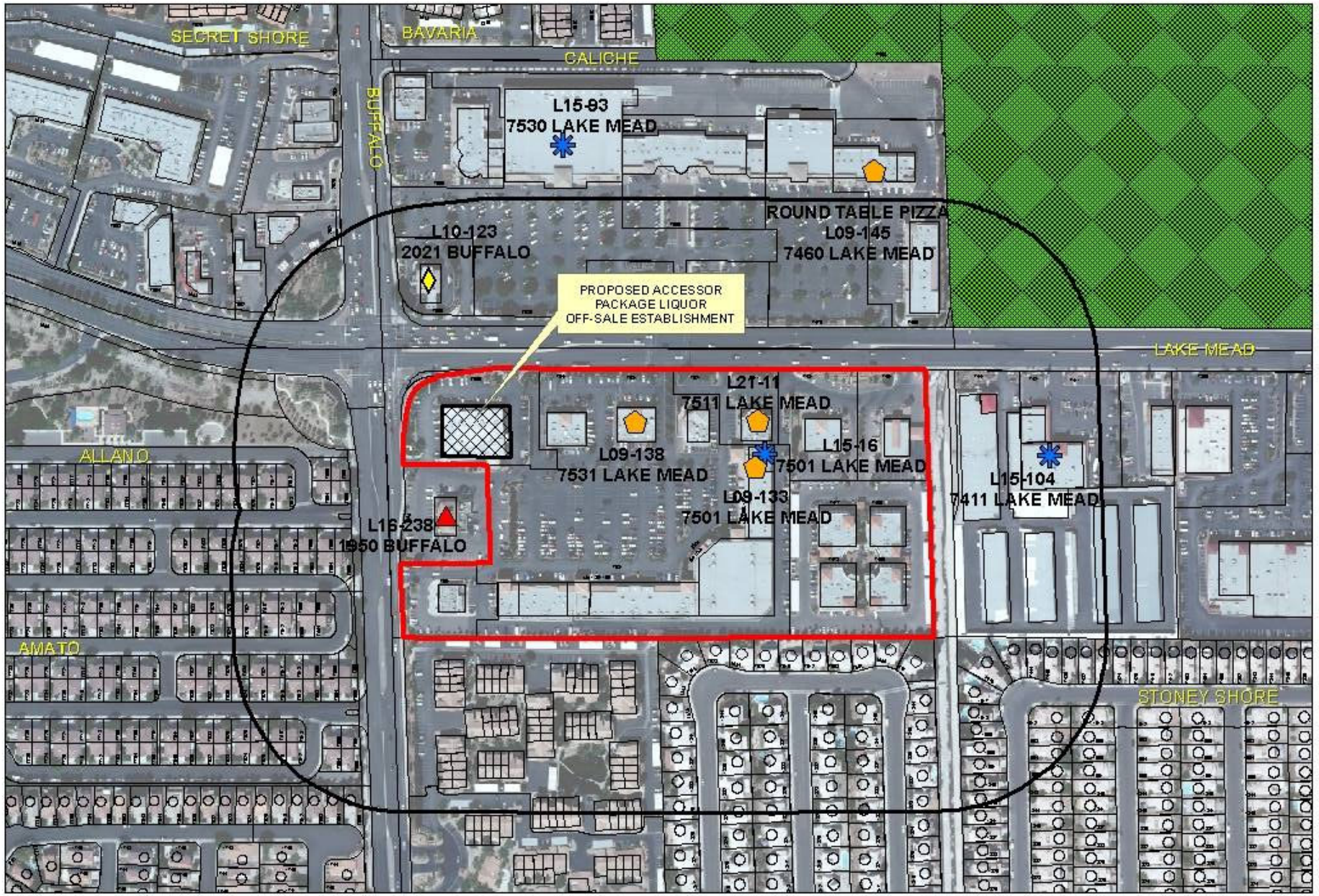

SUP-37378

Business Licenses

- Child Care/ Children Facility
- Beer/Wine/Cooler On Sale
- Beer/Wine/Cooler Off Sales
- Beer/Wine/Cooler On-Off Sale
- Package Liquor Sales
- Supper Club/ Restaurant Service Bar
- Tavern
- RELIGIOUS
- CITY PARKS
- SCHOOLS
- Subject Property
- 400 foot buffer

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 19, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: WALGREEN CO. - OWNER: TATSUMI INTERNAT'L LV CO. LTD

THIS ITEM WAS HELD IN ABEYANCE AT THE APRIL 21, 2010 CITY COUNCIL MEETING AT THE REQUEST OF THE OWNER

** CONDITIONS **

The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Retail Establishment with Accessory Package Liquor Off-Sale use.

2. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. 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. The sale of alcoholic beverages is ancillary to the retail use and in which no more than 48 square feet of the retail floor space is devoted to the display or merchandising of alcoholic beverages as shown in the floor plan date stamped on 02/9/10.

6. All beer and wine coolers shall remain in their original manufacturer's configuration of four- or six-packs.

7. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Staff Report Page One
May 19, 2010 - Planning Commission Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit for a 48 square-foot Retail Establishment with Accessory Package Liquor Off-Sale use within an existing 15,120 square-foot Retail Establishment at 7599 West Lake Mead Boulevard. A waiver to allow a 115-foot distance separation from a City Park where 400 feet is required. The proposed use will not require additional parking beyond that which is required for the principal use on the site. No more than 10 percent of the retail floor space is devoted to alcoholic beverage sales. This site location is well suited for this use, and the waiver request can be supported, since the use is located within a large shopping center on property separated from the park by a 100-foot right-of-way. For these reasons, staff recommends approval. If this request is denied, no alcohol may be sold on the premises without approval of another Special Use Permit.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc. and Property Sales	
02/07/96	The City Council approved a request for a Zoning Reclassification (Z-107-95) of property located on the southeast corner of Buffalo Drive and Lake Mead Boulevard from N-U (Non-Urban) (under Resolution of Intent to C-1 and R-E) and C-1 (Limited Commercial) to C-1 (Limited Commercial) zoning for a proposed use of a 41,624 Square Foot Commercial Shopping Center, Two 24,000 Square Foot Two-Story Medical Office Buildings and Two-Story Mini-Storage Facility. Planning Commission recommended approval of the request.
03/25/10	The Planning Commission (7-0 vote) recommended APPROVAL (PC Agenda Item #8/rg).
Related Building Permits/Business Licenses	
01/14/97	A building permit (#97000973) was issued for a Retail Establishment at 7599 West Lake Mead Boulevard. The project was completed on 8/7/97.
08/08/97	A business license (C05-01827) was issued for a Tobacco Dealer at 7599 West Lake Mead Boulevard. The license is still active.
08/08/97	A business license (D11-00145) was issued for a Drug Store at 7599 West Lake Mead Boulevard. The license is still active.
08/08/97	A business license (Q07-01492) was issued for a Pharmacy at 7599 West Lake Mead Boulevard. The license is still active.
12/28/06	A building permit (#06007495) was issued for a Tenant Improvement at 7599 West Lake Mead Boulevard. The project was completed on 4/14/07.

Pre-Application Meeting	
01/27/10	A pre-application meeting with the applicant was held where elements of submitting a Special Use Permit for a Retail Establishment with Accessory Package Liquor Off-Sale were discussed. The topics included: • The submittal of application materials, meeting dates, and deadlines were discussed. • Need to indicate retail floor space devoted for the sale of alcoholic beverages. • Waiver required for distance separation from a City Parking is within 400 feet from the proposed use.

Neighborhood Meeting	
A neighborhood meeting was not required, nor was one held.	
Field Check	
02/18/10	A field inspection was conducted by staff. The subject property was noted as a well maintained commercial center.

Details of Application Request	
Site Area	
Gross Acres	1.56

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
North	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
South	Single Family Residential	ML (Medium Low Density Residential)	R-CL (Single-Family Compact Lot)
	Condominium	M (Medium Density Residential)	R-PD15 (Residential Planned Development – 15 Units per Acre)
East	Commercial Center	SC (Service Commercial)	C-1 (Limited Commercial)
West	Single Family Residential	M (Medium Density Residential)	P-C (Planned Community)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan		X	N/A
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts			
A-O Airport Overlay District (200 Feet)	X		Y
Trails	X		Y
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
	Gross Floor Area or Number of Units	***Required***			***Provided***		***Compliance***
			Parking		*Parking*		
Use		***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
Shopping Center	102,987 SF	1:250 SF	403	9	510	11	Y
TOTAL (including handicap)			412		521		Y

Waivers		
Requirement	**Request**	**Staff Recommendation**
A 400-foot distance separation from of any church, synagogue, school, and child care facility licensed for more than 12 children, or City Park.	115-Foot	Approval

ANALYSIS

This is a request for a Special Use Permit for a 48 square-foot Accessory Package Liquor, Off-Sale use within an existing 15,120 square-foot Retail Establishment. No additional parking beyond that which is required for the principal use on the site is required as a result of the addition of this use.

The applicant requests a waiver to allow a 115-foot distance separation from the property line of the subject property to a City Park, where 400 feet is required. Staff can support the waiver request as the sale of alcoholic beverages is ancillary to the use, and 48 only square feet of the retail floor space is devoted to the display or merchandising of alcoholic beverages. The proposed use is located within a large shopping center and is separated from the park by Lake Mead Boulevard, a 100-foot right-of-way. The proposed use can be conducted in a manner that is harmonious and compatible with surrounding land uses; staff therefore recommends approval of this request.

FINDINGS

The following findings must be made for a Special Use Permit:

1. **"The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan."**

   The proposed Accessory Package Liquor Off-Sale use will be located within the existing Retail Establishment and it is an accessory use. The proposed use can be harmonious and compatible with the uses in the existing site and with the commercial uses on adjacent properties.

2. **"The subject site is physically suitable for the type and intensity of land use proposed."**

   The subject site is physically suitable for the type and intensity of the proposed use. There is no additional parking requirement for the Retail Establishment with Accessory Package Liquor Off-Sale use other than that which is required for the principal use on site.

3. **"Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use."**

   Site access is provided from Lake Mead Boulevard and Buffalo Drive, both 100-foot Primary Arterials as designated in the Master Plan of Streets and Highways. These streets are of sufficient size to accommodate the needs of the proposed Accessory Package Liquor Off-Sale use.

4. **"Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan."**

   Approval of the proposed Special Use Permit will not compromise the public health, safety and general welfare, as the use will be subject to regular inspections for business licensing.

5. The use meets all of the applicable conditions per Title 19.04.

The proposed use will be located within an existing Retail Establishment and complies with minimum Special Use Permit requirements with the exception of the minimum distance separation from a City Park. A waiver of 400-foot distance separation requirement to allow the use within 115 feet of a City Park is requested. The existing Retail Establishment is separated by a right-of-way with a width of at least 100 feet from the City Park. The proposed use will devote 48 square feet of the floor space within the existing Retail Establishment for the sale of alcoholic beverages.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 12

NOTICES MAILED 1,317 (By City Clerk)

APPROVALS 4

PROTESTS 25

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PLANNING & DEVELOPMENT
CITY OF LAS VEGAS
DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: SUP: Retail Establishment with Accessory Package Liquor Off-Sale

Project Address (Location) 7599 West Lake Mead Boulevard

Project Name Walgreens **Proposed Use** Drug Store (existing)

Assessor's Parcel #(s) 138-22-316-009 **Ward #** 1

General Plan: existing SC proposed _____ **Zoning:** existing C-1 proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 1.5 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Tatsumi Internat'l LV Co Ltd. **Contact** Ask Network

Address 700 S. Flower St., Ste 2450 **Phone:** (213) 629-0255 **Fax:** (213) 629-0253

City Los Angeles **State** CA **Zip** 90017

E-mail Address mayumi@kurashimacpa.com

APPLICANT Walgreen Co. **Contact** Rebecca Lidskin, Attorney

Address 104 Wilmot Road, M.S. #1420 **Phone:** (847) 315-4651 **Fax:** (847) 315-4825

City Deerfield **State** Illinois **Zip** 60015

E-mail Address Rebecca.Lidskin@walgreens.com

REPRESENTATIVE Lionel Sawyer & Collins **Contact** Jennifer Roberts

Address 300 South Fourth Street #1700 **Phone:** (702) 383-8946 **Fax:** (702) 671-2490

City Las Vegas **State** Nevada **Zip** 89101

E-mail Address jroberts@lionelsawyer.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 Takao Shinomiya

Subscribed and sworn before me

This _____ day of _____, 20 _____.

_____

Notary Public in and for said County and State

mk
see attached statement

FOR DEPARTMENT USE ONLY

Case #	SUP 37378
Meeting Date:	3.25.10
Total Fee:	$1,280.-
Date Received:*	2.9.10
Received By:	JPA

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

#3922

CALIFORNIA JURAT WITH AFFIANT STATEMENT

☑ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–5 to be completed only by document signer[s], *not* Notary)

1
2
3
4
5
6

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FEB 09 2010

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of Los Angeles

Subscribed and ~~sworn to (or~~ affirmed) before me on this

4th (Date) day of November (Month), 2009 (Year), by

(1) Takao Shinomiya (Name of Signer),

proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (,)

(and

(2) _____ (Name of Signer),

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature T. Katayama (Signature of Notary Public)

MAYUMI KATAYAMA
Commission # 1682722
Notary Public - California
Los Angeles County
My Comm. Expires Jul 21, 2010

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: Application / Petition Form Planning & Development Dept.

Document Date: November 4, 2009 Number of Pages: 1

Signer(s) Other Than Named Above: NONE

RIGHT THUMBPRINT OF SIGNER #1	RIGHT THUMBPRINT OF SIGNER #2
Top of thumb here	Top of thumb here

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#3922

PLANNING & DEVELOPMENT DEPARTMENT

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STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-37378** APN: 138-22-316-009

Name of Property Owner: Tatsumi International LV Co Ltd.

Name of Applicant: Walgreen Co.

Name of Representative: Lionel Sawyer & Collins

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: Takao Shinomiya

Subscribed and sworn before me

This _____ day of _____, 20____

_____

Notary Public in and for said County and State mk see attached statement

#3922

CALIFORNIA JURAT WITH AFFIANT STATEMENT

☑ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–5 to be completed only by document signer[s], *not* Notary)

1
2
3
4
5
6

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of Los Angeles

Subscribed and ~~sworn to (or~~ affirmed) before me on this

4th (Date) day of November (Month), 2009 (Year), by

(1) Takao Shinomiya (Name of Signer),

proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (,)

(and

(2) _____ (Name of Signer),

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature _____ (Signature of Notary Public)

MAYUMI KATAYAMA
Commission # 1682722
Notary Public - California
Los Angeles County
My Comm. Expires Jul 21, 2010

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: Statement of Financial Interest

Document Date: November 4, 2009 Number of Pages: 1

Signer(s) Other Than Named Above: NONE

RIGHT THUMBPRINT OF SIGNER #1	RIGHT THUMBPRINT OF SIGNER #2
Top of thumb here	Top of thumb here

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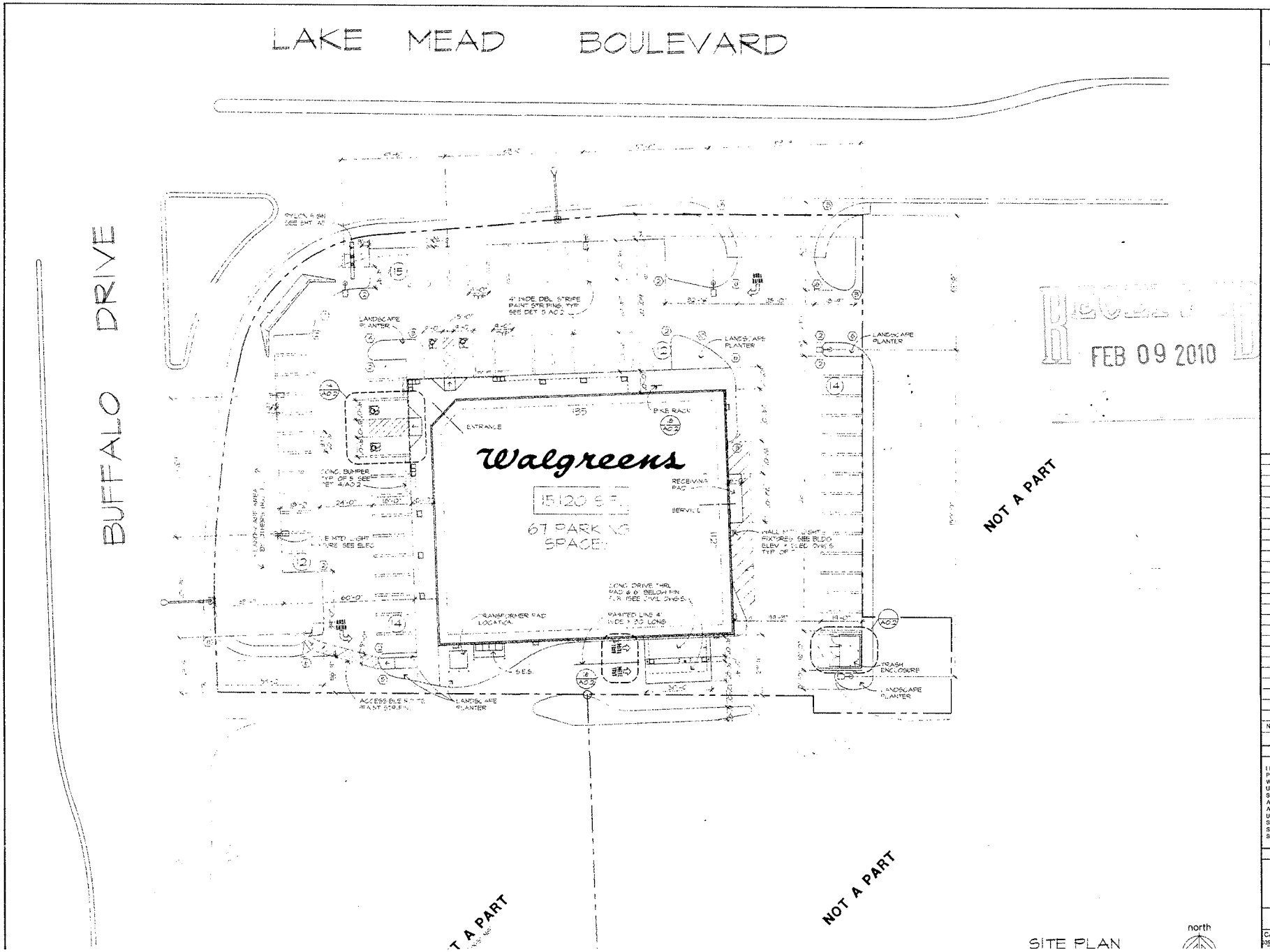
#3922



SITE PLAN

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Walgreens
FACILITIES PLANNING, DESIGN, & ENGINEERIN
106 WILMOT ROAD
DEERFIELD, IL 60015-4616

NO.	DATE	BY	DESCRIPTION

REVISIONS

CERTIFICATION AND SEAL

I HEREBY CERTIFY THAT THIS PLAN AND SPECIFICATION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT OR ENGINEER UNDER THE LAWS OF THE STATE OF XXXXXXXX AS SIGNIFIED BY MY HAND AND SEAL.

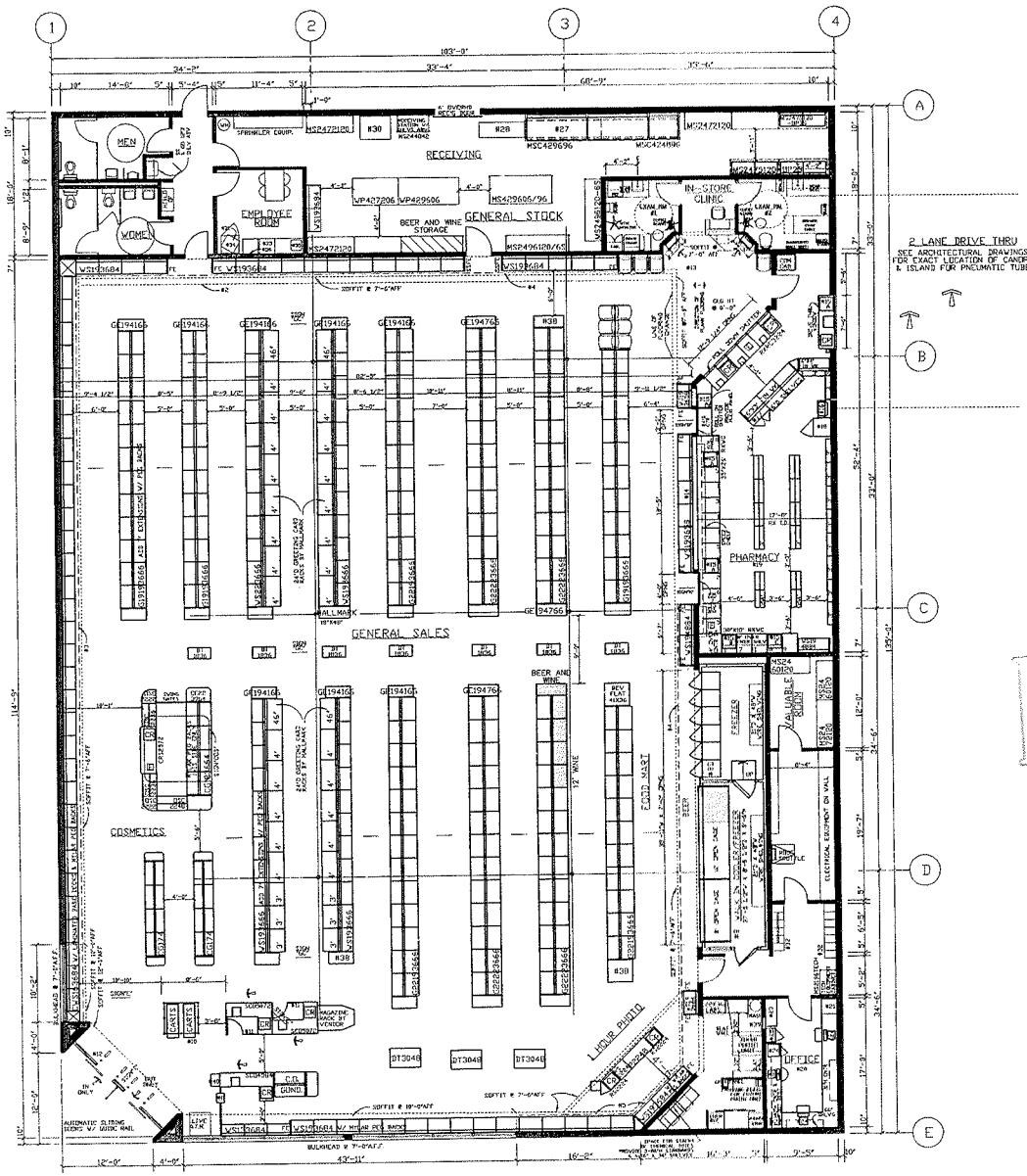
STORE NUMBER 03922

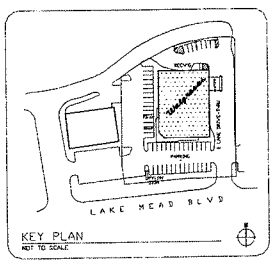
PROJECT NAME
WALGREENS STORE
7599 WEST LAKE MEAD BLVD.
LAS VEGAS, NV

DRAWING TITLE
SITE PLAN

CADD PLOT:	SCALE: 1"=20'-0"	DRAWING NO.
03922-A01-BW-16NOV09		

SUP-37378
03/25/10 PC





FOR REFERENCE ONLY, SEE CONTRACT DOCUMENTS FOR DETAILED SITE PLAN

GENERAL SALES AREA:
ALL SIGNS AND AISLE MARKERS @ 9'-6" AFF UNLESS OTHERWISE NOTED.

SIGN "C"	CHECKOUT/THANK YOU
SIGN "E"	ENTRANCE/EXIT
SIGN "L"	LIQUOR/THANK YOU
SIGN "T"	STORE HOURS SIGN
SIGN "GC"	GREETING CARDS
SIGN "COS"	COSMETIC HANGING CUBE 6" X 8" X 30"H @ 8'-0" AFF
SIGN "SB"	SAN BRUNO CHECKOUT LANE #
SIGN "N"	SAN BRUNO PHOTO

PHARMACY DEPARTMENT:
REFER TO FIXTURE PLAN FOR REQUIRED SIGNS

SIGN "J"	PICK UP PRESCRIPTIONS
SIGN "K"	DROP OFF PRESCRIPTIONS
SIGN "O"	CONSULTATION WINDOW

ATTACH SIGNS TO UNDERSIDE OF SOFFIT. REFER TO FIXTURE PLAN FOR SIGN LOCATION. PROVIDE (2) HOLLOW WALL ANCHORS PER SIGN. SCREW THREADED EYEBOLT INTO ANCHOR. HANG SIGNS FROM EYEBOLTS WITH "S" HOOKS.

GENERAL NOTES

GENERAL SALES AREA:
1. SEE PROJECT DATA FOR FIXTURE MANUFACTURER
2. SECURITY MIRROR ON SOFFIT OF REAR WALL
3. COSMETIC CORNICE
4. PLASTIC "S" CORNICE SPECIFIED ON THIS DRAWING TO BE SOFFIT MOUNTED
5. PHOTO CORNICE
6. CANDY SCALE SHELF
7. REFRIGERATION: 3' SPACE BEHIND CASES
   A. MASTER-BILT, 3 DOOR MEDIUM TEMP CASE #MG-60; 64"W X 34.5"D X 78.5"H
   B. MASTER-BILT, 3 DOOR LOW TEMP CASE #LG-60; 64"W X 34.5"D X 78.5"H
   C. MASTER-BILT, 2 DOOR MEDIUM TEMP CASE #MG-30; 36"W X 34.5"D X 78.5"H
   D. MASTER-BILT, 2 DOOR LOW TEMP CASE #LG-30; 36"W X 34.5"D X 78.5"H
   E. MASTER-BILT, 2 DOOR BACK-UP BOX TLG-36; 36"W X 34.5"D X 78.5"H
   F. MASTER-BILT, WINE COOLER VMB-50R; 70"W X 30"D X 76"H
8. MASTER-BILT WALK-IN COOLER: PROVIDE
   --- #1001 COOLMASTER DOORS
   25 3'4" X 7'2" EACH AND
   6 #101 FREEZEMASTER DOORS
   50 3'8" X 7'2" EACH BY ANTHONY.
   A. __ DOOR(S) FOR EACH BEER PROVIDE (7) 18"D X 7'-0"H GRAVITY SHELVES, UPPER (5) WITH SLIDES AND LOWER (2) WITH ROLLERS COMPLETE WITH UPRIGHTS.
   B. __ DOOR(S) FOR EACH DOOR PROVIDE (7) 21"D ANTHONY WIRE SHELVES AND (4) 84" POSTS.
   C. __ DOOR(S) TO ROLLER CONVEYOR AT FLOOR LEVEL.
   D. 6 DOOR(S) FOR EACH DOOR PROVIDE (8) 21"D ANTHONY SHELVES
   E. __ DOOR(S) FOR EACH DOOR PROVIDE (5) 21"D ANTHONY SHELVES AND (4) 36"D MERCHANDISER SHELVES
   F. __ DOOR(S) TO DOUBLE DECK ROLLER CONVEYOR
   G. __ DOOR(S) FOR EACH DOOR PROVIDE (2) MOBILE ICE MERCHANDISERS
9. ICE CHEST BY VENDOR: APPROX. 34" X 34 X 78
10. RAILINGS TO BE 40TH DOUBLE LINE RAILS W/ BISLAM 90 PLATFORM
11. FREE STANDING CHECKOUTS TO HAVE A GATE AND 36TH SIDE SCREEN. PROVIDE A 6"H BLACK VINYL BASE AT ALL CHECKOUTS
12. ELECTRONIC ARTICLE SURVEILLANCE SYSTEM

PHARMACY DEPARTMENT:
13. RX WAITING ROOM
   (6) SEATS
   (1) TABLE LAMP (WHEN SHOWN)
   (1) MAGAZINE RACK: LOCATE AT 42" AFF
   (2) PIECES OF ARTWORK 22X28 (SEE INTERIOR ELEVATION FOR LOCATION)
14. FIXED GLASS PANEL OPENING (SEE ARCH DWGS)
15. COMPUTER TERMINAL
   15A: INTERCOM PLUS TERMINAL
   15B: INTERCOM TERMINAL
   15C: TRAINING TERMINAL
16. RX SINK AND CABINET
17. CRX CABINET
18. RX REFRIGERATOR
19. PROVIDE A CARPETED FLOOR WITH A RUBBER RUNNER. RX UNDERCOUNTER INSERTS
   #1 - RX 3 DRAWER VAL UNIT
   #2 - RX 3 DRAWER FILE INSERT
   #3 - RX OPEN UNIT
   #5 - RX PRINTER CABINET
   #6 - RX 3 DRAWER FILE INSERT
   #7 - RX OPEN UNIT W/ CPU SHELF
   #8 - RX PRINTER INSERT
   #9 - RX COMMUNICATION CABINET

OFFICE:
20. PROVIDE TILED FLOOR & VINYL WALLCOVERING
21. UNDER COUNTER SHELF UNIT
22. COMPUTER PRINTER
23. LATERAL FILE
24. ADMINISTRATION TERMINAL
25. TILL LOCKER
26. SAFE

STOCKROOM:
27. GRAVITY CONVEYOR
28. NEST-A-FLEX ELEVEVIOR
29. POWER ROLLER CONVEYOR
30. BALER: 50"W X 34"D X 78"H

EMPLOYEE ROOM:
31. TV: VCR / BRACKET PROVIDED BY WALGREENS
32. EMPLOYEE LOCKERS: (1) 7'H X (1) 6'W X 18"D
33. 8'-0"W X 2'D EMPLOYEE COUNTER W/ CABINETS
34. EMPLOYEE ROOM REFRIGERATOR
35. EMPLOYEE SINK (IN COUNTER)
36. 8'-0" MIRROR ON WALL ABOVE COUNTER

MISC:
37. (E) ELECTRICAL OUTLET FOR FUTURE USE
38. VENDOR RACKS: REMOVE BASE, DECK & SHOES; PROVIDE END PANEL TO REMAIN
39. PROVIDE OPENING FOR ONE WAY GLASS (SEE INTERIOR ELEVATION FOR LOCATION)
40. NEWSPAPER RACK BY VENDOR

EXECUTIVE APPROVAL		DATE
EXEC. VICE PRESIDENT DRUG STORE OPERATIONS	G. KRAISS	12-4-96
SR. VICE PRESIDENT FACILITIES DEVELOPMENT	W. SHIEL	11-22-96
VICE PRESIDENT DRUG STORE OPERATIONS	J. KARLIN	1-8-97
REGIONAL VICE PRESIDENT		
SR. MANAGER PLANNING & DESIGN	J. MARK	12-4-96

LEGEND

BEER AND WINE SALES | BEER AND WINE STORAGE

OCCUPANCY LOAD
TOTAL OCCUPANCY: 419

TOTAL BEER/WINE SQUARE FEET
TOTAL BEER AND WINE SALES: 48 SQ. FT.
TOTAL SALES: 9057 SQ. FT.
% SALES FLOOR DEVOTED TO BEER AND WINE = .53%

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FACILITIES PLANNING AND DESIGN
200 WILMOT ROAD DEERFIELD, IL
847-940-2500 60015

PROJECT DATA

TYPE					
NEW LOCATION	☐	GENERAL SALES	☒	FOOD MART	
NEW LOCATION EXISTG. BLDG.	☐	PHARMACY	☒	BEER	
REMODEL	☒	LIQUOR	☐	SECURITY	
		1 HOUR PHOTO	☒	24 HOUR STORE	

SQUARE FOOT AREA SUMMARY

DEPARTMENT		SALES	STOCK	SERVICE	TOTAL EXISTG	TOTAL NEW
GEN SALES	EXIST					
	NEW	9057	1467	1199		11
CLINIC	EXIST					
	NEW			224		2
BEER	EXIST					
	NEW					
1 HR PHOTO	EXIST					
	NEW	205				2
RSM1	EXIST					
	NEW					
MEZZ-ANINE	EXIST					
	NEW					
RX WAITING	EXIST					
	NEW	984				
FOOD MART	EXIST					
	NEW	700				
TOTAL EXIST						
TOTAL NEW		10968	1467	1472		13

TOTAL AREA: FIRST FLOOR 13905 SQ. FT.
TOTAL AREA: OTHER LEVELS 0 SQ. FT.
GROSS AREA INCLUDING ALL DEPARTMENTS AND ALL LEVELS 13905 SQ. FT.
RX SHELVING LINEAL FEET 97 LIN. FT.
RX SQUARE FOOT AREA 798 SQ. FT.

FIXTURE MANUFACTURER

KIECHLER/MYERS ☐ MADIX/MYERS ☐ LOZIER/STOREKRAFT ☒

REVISIONS

NO.	DATE	BY	DESCRIPTION	CON
D1	5-29-97	CAB	REVISE D1 PER MDI. (0103)	
2	04/23/07	BL	ADD NEW RX FIXTURE DEMO (PHARMACIST PRIVACY WINDOW WALL AT RX WAITING, RX COUNTER & CONVEYOR) AT RX, PLANK AT RX, PERMIT & ADD NEW WOOD PAN (BEER & WINE) TO PROVIDE POWER TO ELECTRIC GATES & LINTEL, PROVIDE NEW ELECTRICAL OUTLETS AS INDICATED. *PREVIOUSLY WELL & BOARDED TYPE OF FLOORING & PROVIDE BETWEEN PHARMACY/SALES. ADD PLANK FLOORING PER DWG & SPEC. REMOVED 3' SECTION OF SOFFIT & ADD DWG & ADDED SIS GRAPHIC. REVISE SOFFIT DETAIL PER CLINIC MANUAL & VENDOR REQUEST	
3	06/23/08	CAS	ADJUST CLINIC SQ.FT. ACCORDING TO CLINIC LAYOUT	

CERTIFICATION AND SEAL

I HEREBY CERTIFY THAT THIS PLAN AND SPECIFICATION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT OR ENGINEER UNDER THE LAWS OF THE STATE OF NEVADA AS SIGNIFIED BY MY HAND AND SEAL.

STORE NUMBER 03922

PROJECT NAME
WALGREENS STORE
DEL WEBB AND LAKE MEAD
LAS VEGAS, NEVADA
CLINICAL SERVICES REMODEL

DRAWING TITLE
FIXTURE FLOOR PLAN

CADD PLOT: 03922-D1-03-23JUN08
VOID PLOT: 03922-D1-02-23APR07
SUPERSEDES PLAN DATED:
SCALE: 1/8"=1'-0"
DRAWN BY: B. LEVINE
DATE: 04/23/07
REVIEWED BY: F. LASTNAME
DRAWING NO. D1
OF DWGS.

TM MICHAL90 11/16/2009 12:55 PM Q:_ARCHITECTURE\DEER AND WINE\NEVADA AND WINE\2922\03922-D1-BW-220CT09
PLOT: L1903DSKS

SUP-37378
03/25/10 PC



SUP-37378 - APPLICANT: WALGREEN CO. - OWNER: TATSUMI INTERNAT'L LV CO. LTD.
7599 WEST LAKE MEAD BOULEVARD

02/18/10



SUP-37378 - APPLICANT: WALGREEN CO. - OWNER: TATSUMI INTERNAT'L LV CO. LTD.
7599 WEST LAKE MEAD BOULEVARD

02/18/10

LIONEL SAWYER & COLLINS

ATTORNEYS AT LAW
1700 BANK OF AMERICA PLAZA
300 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101
(702) 383-8888
FAX (702) 383-8845
lsc@lionelsawyer.com
www.lionelsawyer.com

SAMUEL S. LIONEL
GRANT SAWYER
(1918-1996)
JON R. COLLINS
(1923-1987)
RICHARD H. BRYAN
JEFFREY P. ZUCKER
PAUL R. HEJMANOWSKI
ROBERT D. FAISS
DAVID N. FREDERICK
RODNEY M. JEAN
HARVEY WHITTEMORE
TODD TOUTON
CAM FERENBACH
LYNDA S. MABRY
MARK H. GOLDSTEIN
KIRBY J. SMITH
COLLEEN A. DOLAN
JENNIFER A. SMITH
DAN R. REASER
PAUL E. LARSEN
ALLEN J WILT

LYNN S. FULSTONE
RORY J. REID
DAN C. McGUIRE
JOHN E. DAWSON
FRED D. "PETE" GIBSON, III
CHARLES H. McCREA JR.
GREGORY E. SMITH
MALANI L. KOTCHKA
LESLIE BRYAN HART
CRAIG E. ETEM
TODD E. KENNEDY
MATTHEW E. WATSON
SHAWN M. ELICEGUI
JOHN M. NAYLOR
WILLIAM J. McKEAN
ELIZABETH BRICKFIELD
GREGORY R. GEMIGNANI
LINDA M. BULLEN
LAURA J. THALACKER
DOREEN SPEARS HARTWELL
LAURA K. GRANIER
MAXIMILIANO D. COUVILLIER III

MICHAEL D. KNOX
ERIN FLYNN
JENNIFER ROBERTS
MEREDITH L. STOW
DOUGLAS A. CANNON
RICHARD T. CUNNINGHAM
MATTHEW R. POLICASTRO
JENNIFER J. DiMARZIO
PEARL L. GALLAGHER
CHRISTINE D. SMITH
SUSAN L. MYERS
BRIAN S. PICK
JENNIFER L. BRASTER
LUCAS J. TUCKER
CHRISTOPHER WALTHER

KEVIN J. HEJMANOWSKI
KETAN D. BHIRUD
LAUREN D. CALVERT
ROBERT W. HERNQUIST
CHRISTIAN HALE
TIMOTHY R. MULLINER
COURTNEY MILLER O'MARA
BRIAN H. SCHUSTERMAN
MOHAMED A. IQBAL, JR.
KELLY R. KICHLINE
MARK J. GARDBERG
ELIZABETH A. HIGH
JAMES B. GIBSON
GREG J. CARLSON
ABIGAYLE F. DANG

OF COUNSEL
RICHARD J. MORGAN*
ELLEN WHITTEMORE
CHRISTOPHER MATHEWS
MARK A. CLAYTON

*ADMITTED IN CA ONLY

WRITER'S DIRECT DIAL NUMBER:
(702)-383-8946
jroberts@lionelsawyer.com

February 8, 2010

VIA HAND DELIVERY

Planning and Development Department
City of Las Vegas
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

RECEIVED
FEB 09 2010

RE: ***Application for Special Use Permit***

To Whom It May Concern:

I am writing on behalf of Walgreen Co. in support of the application for a special use permit and waiver of the distance restrictions to allow for the addition of accessory "off-sale" packaged beer, wine, and liquor at the premises of Walgreens at 7599 West Lake Mead Boulevard. The location is currently operating and licensed as a drug store.

This location is zoned C-1, Limited Commercial. The proposed sale of packaged liquor will not adversely affect surrounding properties, as this store is intersected by two major thoroughfares – Buffalo and Lake Mead – and is surrounded by commercial uses. There are other businesses in the general area that sale alcohol, so the proposed use would not be unique to the area. The location also currently complies with all other requirements pursuant to the City of Las Vegas Municipal Code.

However, Walgreen Co. understands that there is a City park located within 400 feet of the larger commercial subdivision. Accordingly, the Applicant hereby respectfully requests a waiver of the distance restrictions since the Walgreens has less than 20,000 square feet of retail floor space and is separated from the park by a right-of-way that is at least 100 feet in width. Here, the Walgreens is located at the farthest

SUP-37378
03/25/10 PC

end away from the City park and is separated from the park by Lake Mead Boulevard, a street at least 100-feet in width.

With this special use permit, Walgreens will remain competitive with similar businesses by offering patrons the option to purchase packaged beer, wine, or liquor for consumption off-premises. Since this use is commonly found at similar drug and retail grocery stores in Las Vegas, there would be no variable impact on other businesses by allowing Walgreens to sell alcohol for the convenience of its customers.

Walgreens will continue to maintain its high-level standard of operations, and the design, hours of operation, traffic generation, lighting, and noise at this location will remain unchanged with the issuance of a special use permit to allow for accessory packaged beer, wine, and liquor sales. Also, the location will not devote more than 10% of the retail floor space to the display or merchandising of alcoholic beverages.

Furthermore, Walgreen Co. is a well-established national company with shares traded on the New York Stock Exchange. The company has over 60 stores in southern Nevada that maintain a low impact on neighboring properties. This Walgreens location has 36 full-time and 5 part-time employees and operates on a 24-hour basis.

As Walgreens is currently operating and the addition of packaged beer, wine, and liquor for sale is compatible with the surrounding area, we respectfully request a special use permit and waiver of the distance restriction to a City park to allow for the addition of accessory "off-sale" packaged beer, wine, and liquor sales.

Please call me if you have any questions or need additional information.

Sincerely,

Jennifer Roberts

cc: Ms. Rebecca Lidskin

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FEB 09 2010

SUP-37378
03/25/10 PC

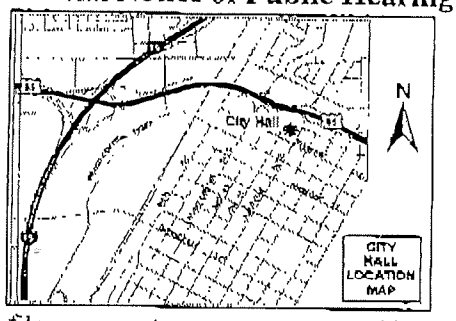
City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

$00.414

MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the 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-37378

City Council Meeting of 4/21/2010

THOMPSON JANA P LIVING TRUST
THOMPSON JANA P TRS
328 S BUFFALO DR #102
LAS VEGAS NV 89145-4990

APN#13822311011

2010 APR 12 A 8:04

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CITY CLERK

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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2010 MAY 11 A 10:16

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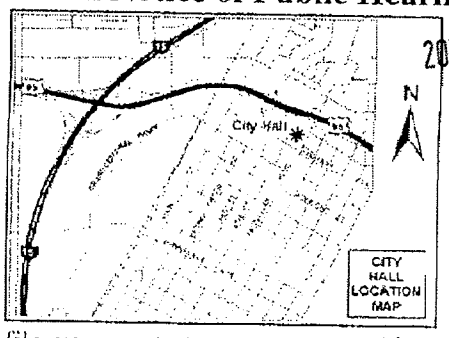

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13821716038 Case: SUP-37378
TAYLOR JAMES M & LISA
5638 TULL ST
VENTURA CA 93003-9095

☒ I SUPPORT this Request ☐ I OPPOSE this Request

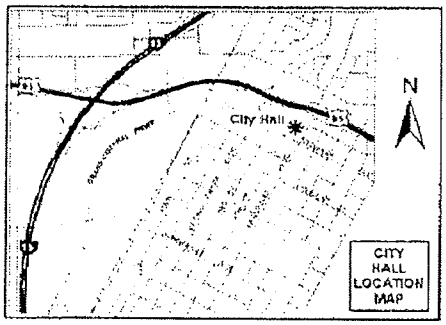
Please use available blank space on card for your comments.

City Council Meeting of **05/19/2010**

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

RECEIVED
CITY CLERK
2010 MAY 11 A 8:00

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.

City Council Meeting of **05/19/2010**

Case: SUP-37378

13822411038
ENGLISH FAMILY TRUST
908 WHITE THUNDER ST
HENDERSON NV 89002-0404

p.1

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CITY CLERK

2010 MAY 11 P 12:44

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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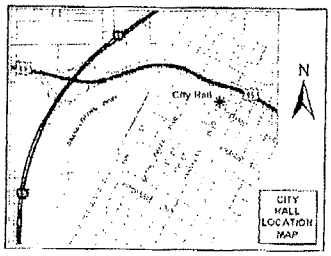
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

City Council Meeting of **05/19/2010**

Case: SUP-37378
13822315027
JONAH EXCLUSION TRUST
6317 WARNER DR
LOS ANGELES CA 90048-5348

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Planning and Development Department
Case Planning Division
731 South Fourth Street
Las Vegas, Nevada 89101
(702) 229-6301 Phone (702) 385-7268 Fax

SUBJECT: *SUP-37378 - APPLICANT: WALGREEN CO. - OWNER: TATSUMI INTERNAT'L LV CO. LTD.*

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***MARCH 25, 2010*** Planning Commission meeting. All of these items will be placed at the beginning of the agenda. The Chairman of the Planning Commission will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to ***Carman Burney at (702) 385-7268***. If there is no one present at the Planning Commission meeting who wants to discuss this item, you will not be called to the podium to discuss the case. However, you must be present in case any Planning Commissioner or member of the public wants to discuss the item. If you have any questions, please contact my office at (702) 229-6301.

Please sign and date that you have read and agree to the conditions and return to our office by 5:00PM *MARCH 24, 2010*.

[signature] 3/24/10

Signature Date

Rebecca Lidskin

Please Print Name

Walgreen Co.

Company Name

Sincerely,

Steve Gebeke
Planning Supervisor
Case Planning Division

RECEIVED
MAR 24 2010

Submitted after final agenda
Date Item 8

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Planning and Development Department
Case Planning Division
731 South Fourth Street
Las Vegas, Nevada 89101
(702) 229-6301 Phone (702) 385-7268 Fax

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Please sign and date that you have read and agree to the conditions and return to our office by 5:00PM *MARCH 24, 2010*

Signature

03/23/2010
Date

Takao Shinomiya
Please Print Name

Tatsumi International Las Vegas Co., Ltd.
Company Name

Sincerely,

Steve Gebeke
Planning Supervisor
Case Planning Division

RECEIVED
MAR 23 2010

Submitted after final agenda
Date Item 8

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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0004279218
$ 00.41⁴
MAR 12 2010
MAILED FROM ZIPCODE 89101

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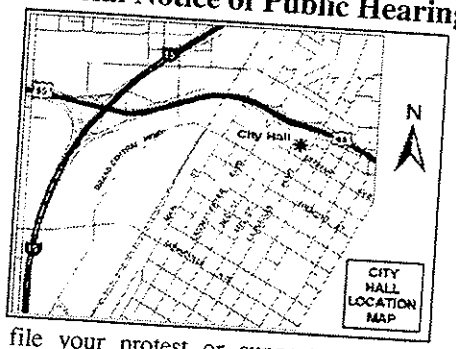
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37378

Planning Commission Meeting of 3/25/2010

MAR 22 2010

13821618013 Case: SUP-37378
LEVI-BENBOW MAE
1900 RIO CANYON CT #105
LAS VEGAS NV 89128-2705

AAUDS11 89128

Submitted after final agenda
Date
Item 8P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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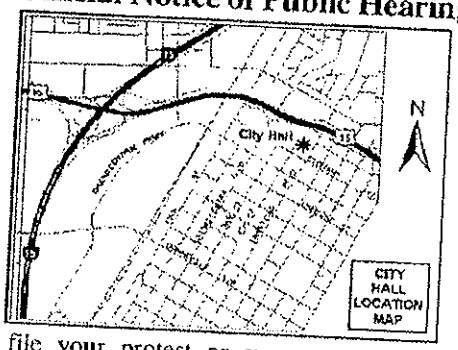

How many times do the neighbors need to oppose this?

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37378

Planning Commission Meeting of 3/25/2010

13822411038 Case: SUP-37378
ENGLISH FAMILY TRUST
908 WHITE THUNDER ST
HENDERSON NV 89002-0404

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MAR 22 2010

Submitted after final agenda
Date Item 8P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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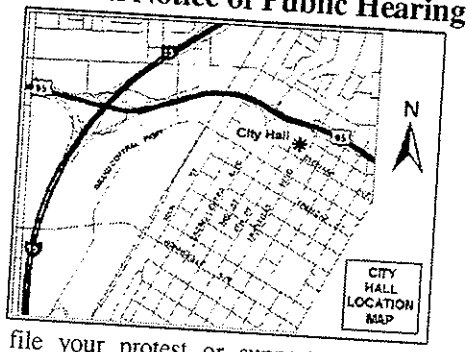

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-37378

Planning Commission Meeting of 3/25/2010

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PLANNING AND DEVELOPMENT

13821716086 Case: SUP-37378
BROOKS STUART J & CARMEN A
10566 COLEBROOK ST
SUNLAND CA 91040-1402

AAVDP11 91040

Submitted after final agenda
Date
Item 8P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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MAR 19 2010

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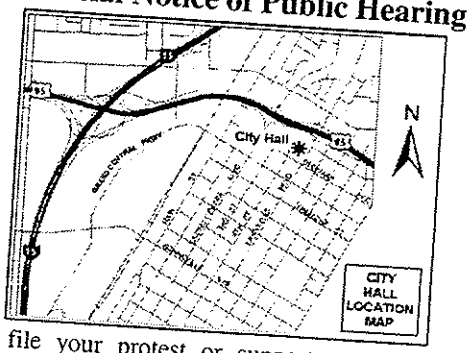

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37378

Planning Commission Meeting of 3/25/2010

13822314014 Case: SUP-37378
PRESTEGARD STEPHEN
N3100 W SILVER LAKE DR
WAUPACA WI 54981-9551

AAUDS11 54951

Submitted after final agenda
Date
Item 8P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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MAR 19 2010

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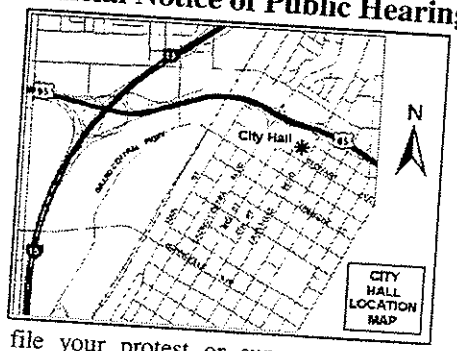

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37378

Planning Commission Meeting of 3/25/2010

13822314014 Case: SUP-37378
PRESTEGARD STEPHEN
N3100 W SILVER LAKE DR
WAUPACA WI 54981-9551

Submitted after final agenda
Date
Item 8P

AAUDS11 54981

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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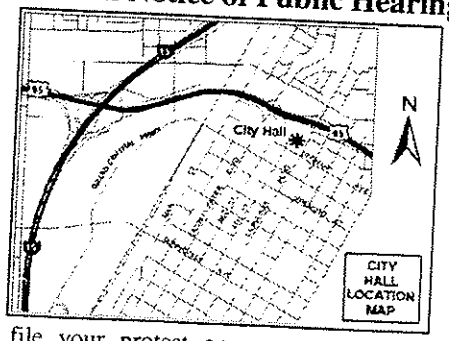
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37378

Planning Commission Meeting of 3/25/2010

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MAR 19 2010

13822310042 Case: SUP-37378
CLARK RUSSELL & NADIA FAMILY TR
7300 STONEY SHORE DR
LAS VEGAS NV 89128-3031

AAVDS11 89128

Submitted after final agenda
Date Item 8P

p.1

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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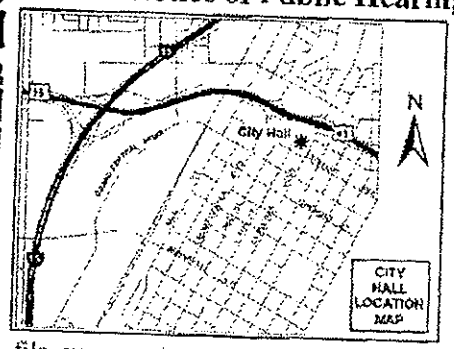

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37378

Planning Commission Meeting of 3/25/2010

Submitted after final agenda

Date

Item 8P

13822315027 Case: SUP-37378
JONAH EXCLUSION TRUST
6317 WARNER DR
LOS ANGELES CA 90048-5348

AAVDS11 90048

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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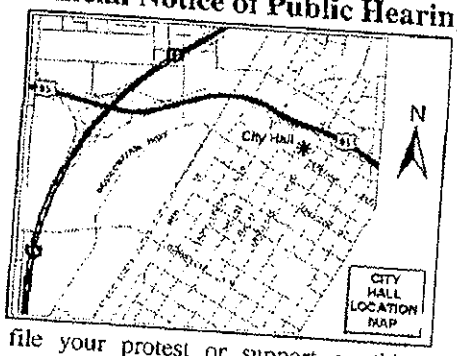
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37378

Planning Commission Meeting of 3/25/2010

13622313006 Case: SUP-37378
KAWAMURA FAMILY LIVING TRUST
9221 CROCUS AVE
FOUNTAIN VALLEY CA 92708-1449

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MAR 18 2010

Submitted after final agenda
Date Item 8P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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0004279218 MAR 12 2010
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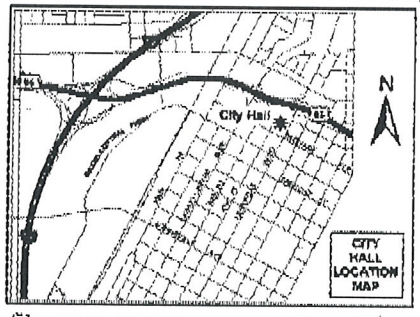

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37378
Planning Commission Meeting of 3/25/2010

Case: SUP-37378
13821821032
FULTON EUNICE J SR
7737 VIA PASEO AVE
LAS VEGAS NV 89128-2638

AAUDS11 A9128

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MAR 15 2010

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8P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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MAILED FROM ZIP CODE 89101

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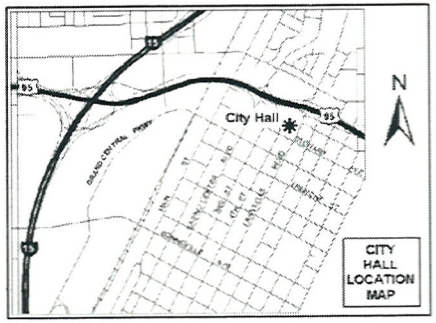
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37378

Planning Commission Meeting of 3/25/2010

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MAR 16 2010

Case: SUP-37378

13822314090
COCHRAN BARBARA ELLEN & STEVEN M
1830 N BUFFALO DR #2017
LAS VEGAS NV 89128-2781

AAVDS11 89128

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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MAR 16 2010

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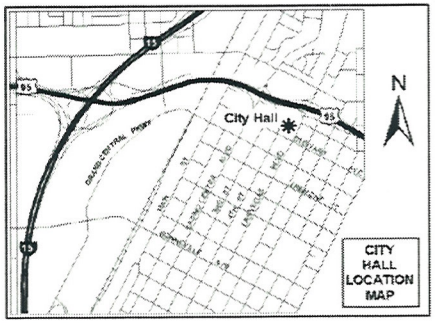

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37378

Planning Commission Meeting of 3/25/2010

Case: SUP-37378
13822315060
DIMICK RANDY SCOTT & BILLI JO
1830 N BUFFALO DR #2085
LAS VEGAS NV 89128-2645

AAVDP11 89128

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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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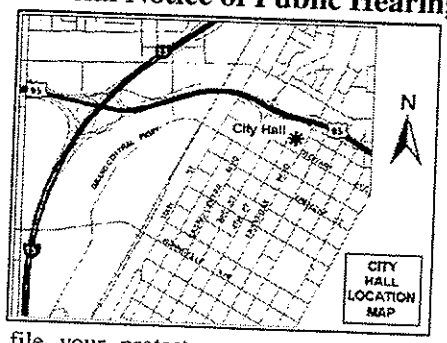

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☒ I SUPPORT this Request

☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37378

Planning Commission Meeting of 3/25/2010

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PLANNING AND DEVELOPMENT

13821716056 Case SUP-37378
SCAVONE FREDRICK G & CAROL A
5383 CANDLESPICE WY
LAS VEGAS NV 89135-4000

AAVDS11 89135

Submitted after final agenda
Date
Item 8A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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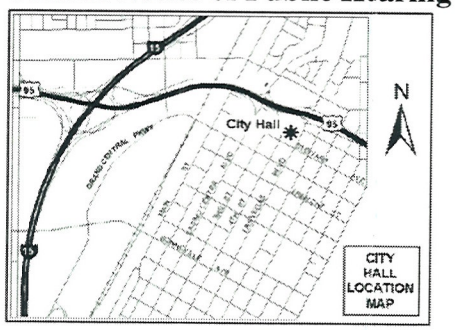

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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SUP-37378

Planning Commission Meeting of 3/25/2010

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MAR 16 2010

Case: SUP-37378
13821618028
FUHREL ROBERT J & MARY FRANCES
1901 RIO CANYON CT #202
LAS VEGAS NV 89128-2708

AAVDS11 89128

Fax

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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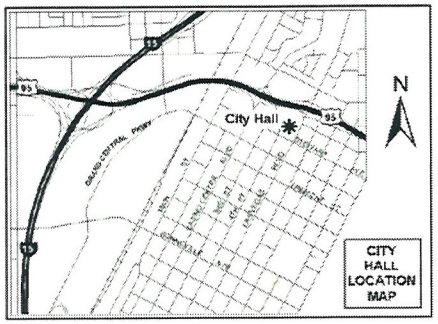

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SUP-37378

Planning Commission Meeting of 3/25/2010

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MAR 16 2010

Case: SUP-37378
13821712087
GEDEON FRANTZ M & MARGUERITE M
7604 ALLERTON AVE
LAS VEGAS NV 89128-2767

AAVDS11 89128

8A

City of Las Vegas Agenda Item No.: **69.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: MAY 19, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
GPA-37216 – GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request to adopt an updated Safety and Seismic Safety Element and revise the 2020 Master Plan. The Planning Commission (5-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (5-0 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Conditions (Not Applicable) and Staff Report
2. Supporting Documentation
3. Justification Letter
4. DRAFT Safety and Seismic Safety Element
5. Backup referenced from the April 22, 2010 Planning Commission Meeting Item GPA-37216

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 19, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: CITY OF LAS VEGAS

** STAFF RECOMMENDATION(S) **

The Planning Commission (5-0 vote) and Staff recommend APPROVAL.

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
GPA-37216	Staff recommends APPROVAL.	

YK

** STAFF REPORT **

PROJECT DESCRIPTION

This request is to adopt an updated Public Safety Element and to incorporate it into the city of Las Vegas 2020 Master Plan.

This element was originally approved September 5, 2001 and has not been updated since. The name of the element has been changed to reflect that it also includes the Seismic Safety Element and thus the name of the new element is the Safety and Seismic Safety Element.

The Safety and Seismic Safety Element satisfies the Nevada Revised Statutes Chapter 278.160 requirements for both a safety and a seismic safety plan. It complies with NRS 278.150, which requires entities with a population of 400,000 or greater to adopt a master plan that addresses both of these elements.

Staff from Fire & Rescue and Public Works reviewed the document as well. Comments have been received and incorporated into the draft document.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc and Property Sales	
04/01/92	The City Council adopted Ordinance No. 3636, thereby adopting the Las Vegas General Plan as required by NRS 278.
09/06/00	The City Council adopted Ordinance 5250, which adopted the Las Vegas 2020 Master Plan.
09/05/01	The City Council the Public Safety Element as an amendment to the Las Vegas 2020 Master Plan.
03/25/10	The Planning Commission voted to hold this item in abeyance to the April 22, 2010 Planning Commission meeting.
04/22/10	The Planning Commission (5-0 vote) recommended APPROVAL (PC Agenda Item #17/yk).

Neighborhood Meeting	
03/02/10	A neighborhood meeting was held on Tuesday, March 2, 2010 at 5:30pm at the Charleston Heights Arts Center, located at 800 Brush Street, Las Vegas, 89107. Two members of the Planning and Development staff and no members of the public attended.

YK

ANALYSIS

The update to the Safety and Seismic Safety Element is not intended to introduce changes in policy. Rather, it is aimed at complying with state mandated requirements concerning the Master Plan, providing the latest available information, clarifying maps and tables, and presenting a format consistent with other Master Plan elements.

The major changes to the document since it was adopted in 2001 are listed below:

1. Name of Element changed to Safety & Seismic Safety Element to reflect that this element covers two of the required plans called for in NRS 278.160.

2. Police Services Chapter removed as it is not called for in NRS 278.160(l) or (n).

3. Transportation Chapter removed as it is not called for in NRS 278.160(l) or (n).

4. Landslide Hazard Section was added, although it does not apply to the CLV.

5. Two new maps were added: Airport Noise Exposure & Heliport location.

6. All of the Evolution & Implementation Matrix's were deleted from each chapter.

7. A new Implementation Chapter was added with specific recommendations.

8. The Fire Hazard Safety Chapter was updated by F&R.

9. The Drainage & Flood Control Chapter was updated by PW.

10. Noise Chapter was updated with latest research and City of San Diego Noise Element of their General Plan.

11. Various word choices, spelling and grammar corrections were made throughout the document.

<u>Relationship to Nevada Revised Statutes</u>

The Nevada Revised Statutes (NRS) are the current codified laws of the State of Nevada. The Statutes of Nevada are a compilation of all legislation passed by the Nevada Legislature during a particular legislative session. With respect to these laws, the Safety and Seismic Safety Element conforms to the following:

NSR 278.150 through 170 inclusive requires that the governing body (in this case the city of Las Vegas) prepare and adopt a comprehensive, long-term general plan for the physical development of the city. This document, known as the Las Vegas 2020 Master Plan, must include a safety plan and seismic safety plan.

The safety plan must identify potential types of natural and man-made hazards, including, without limitation, hazards from floods, landslides or fires, or resulting from the manufacture, storage, transfer or use of bulk quantities of hazardous materials. The plan may set forth policies for avoiding or minimizing the risks from those hazards.

The seismic safety plan must consist of an identification and appraisal of seismic hazards such as susceptibility to surface ruptures from faulting, to ground shaking or to ground failures.

The Safety and Seismic Safety Element addresses the NRS requirements of these two plans which combining them into one interrelated document.

Relationship to Las Vegas 2020 Master Plan

The city of Las Vegas 2020 Master Plan policy document was adopted in September 2000. It provides a broad policy structure intended to direct the actions of the city regarding land use and development for the period from 2000 to 2020. The individual elements are intended to provide more specific direction, through detailed analysis and recommended actions, as to how the City should react to certain issues. The Safety and Seismic Safety Element contains the goals, objectives and policies from the Master Plan policy document that best relate to safety and seismic safety.

NOTICES MAILED NEWSPAPER ONLY

APPROVALS 0

PROTESTS 0

YK

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **GPA-37216** APN: N/A

Name of Property Owner: City of Las Vegas

Name of Applicant: City of Las Vegas

Name of Representative: Flinn Fagg, AICP

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

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Signature of Property Owner: Flinn Fagg

Print Name: Flinn Fagg

Subscribed and sworn before me

This 19th day of January, 2010

Teresa K. Morrell
Notary Public in and for said County and State

Notary Public - State of Nevada
COUNTY OF CLARK
TERESA K. MORRELL
No. 99-59083-1 My Appointment Expires Sept. 14, 2011

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: General Plan Amendment

Project Address (Location) Citywide

Project Name Safety & Seismic Safety Element **Proposed Use** N/A

Assessor's Parcel #(s) N/A **Ward #** All

General Plan: existing N/A proposed N/A **Zoning:** existing N/A proposed N/A

Commercial Square Footage N/A **Floor Area Ratio** N/A

Gross Acres N/A **Lots/Units** N/A **Density** N/A

Additional Information

PROPERTY OWNER City of Las Vegas **Contact** Flinn Fagg, AICP

Address 731 S. Fourth Street **Phone:** (702) 229-4848 **Fax:**

City Las Vegas **State** NV **Zip** 89101

E-mail Address ffagg@lasvegasnevada.gov

APPLICANT City of Las Vegas **Contact** Flinn Fagg, AICP

Address 731 S. Fourth Street **Phone:** (702) 229-4848 **Fax:**

City Las Vegas **State** NV **Zip** 89101

E-mail Address ffagg@lasvegasnevada.gov

REPRESENTATIVE **Contact**

Address **Phone:** **Fax:**

City **State** **Zip**

E-mail Address

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Flinn Fagg

Subscribed and sworn before me

This 19th day of January, 2010.

Teresa K. Morrell

Notary Public in and for said County and State

Notary Public - State of Nevada
COUNTY OF CLARK
TERESA K. MORRELL
No. 99-59083-1 My Appointment Expires Sept. 14, 2011

FOR DEPARTMENT USE ONLY

Case #
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.

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

M. Margo Wheeler, AICP
Director
Planning & Development Department
City of Las Vegas
731 S. Fourth Street
Las Vegas, NV 89101

RE: JUSTIFICATION LETTER FOR GPA-37216

Dear Ms. Wheeler:

Please accept this General Plan Amendment application to update the Public Safety Element of the Las Vegas 2020 Master Plan. This element was last updated on September 5, 2001.

The document has been revised to only include sections required in NRS 278. A new title for the element reflects the combination of two of these requirements. Staff from the City of Las Vegas Public Works and Fire & Rescue Departments have reviewed their respective sections and made revisions where necessary.

Sincerely,

Yorgo Kagafas

Yorgo Kagafas, AICP
Urban Design Coordinator

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GPA-37216
03/25/10 PC

CITY OF LAS VEGAS SAFETY & SEISMIC SAFETY ELEMENT
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DRAFT

EXECUTIVE SUMMARY

The Nevada Revised Statutes (NRS), which sets out planning law for the State of Nevada, mandates the preparation of comprehensive, long-term general plans, known as master plans. The NRS also identifies a series of required elements to be covered by the master plan for entities located within counties of more than 400,000 persons. This Safety & Seismic Safety Element is a required element of the Master Plan per NRS 278.160.

For purposes of the City of Las Vegas, the Safety & Seismic Safety Element will address the following sub-elements:

- Fire Hazards
- Flood Hazards
- Seismic Hazards
- Noise Hazards
- Hazardous Materials
- Landslide Hazards

As an element of the City's Master Plan, the planning horizon for the Safety & Seismic Safety Element is 20 years, with updates scheduled every five years. This element has been prepared, as an amendment to and augmentation of the Master Plan, through input from various cities, citizen groups, and public agencies directly responsible for providing the services addressed in this plan. Each of the following sub-elements includes the following recommendations:

- Fire Protection Services: Mitigate both natural and man-made fire hazards found in the City of Las Vegas.

  The Fire & Rescue Department will continue to identify fire hazards and develop policies to respond in case of an emergency.

- Flood Control Hazards: Provide infrastructure to mitigate issues caused by excessive rainfall.

  Due to natural and man-made factors, flooding is a critical concern of many within the entire Las Vegas Valley. Because of the regional significance and consequences of this issue, steps have been taken by the jurisdictions within the Valley to address this matter in a cohesive manner, mainly through the creation of the Clark County Regional Flood Control District (CCRFCD) in 1985. This agency has identified the critical areas of the Valley that are prone to flooding, or are major causes of flooding, and developed a master plan for the construction of facilities (detention basins, channels) that will prevent property damage and/or injury or loss of life as a result of this storm water runoff and associated flooding. The construction of these facilities will also aid in the prevention of water contamination at the primary source of drinking water for Las Vegas: Lake Mead.

- Seismic Hazards: Mitigate damage to property related to geologic hazards found in Las Vegas.

  There are three (3) geologic factors that greatly influence development patterns and practices within the City of Las Vegas: seismic, soil composition, and subsidence.

  - Seismically, a number of faults are present throughout the City of Las Vegas, thus construction practices

have to take this factor into consideration, although no major earthquakes have ever been reported in Clark County.

- The soils present within the City of Las Vegas are directly attributed to the topography and physiographic conditions that prevail in this portion of the state, and have a great impact on the development of a particular site. Some of the soils found locally have a high alkaline content, which compromises the integrity of untreated steel and concrete, while others could jeopardize a building's foundation due to the shrink/swell potential of soil (the reaction of the soil when water is introduced). The City should continue to monitor these areas of concern, and require measures to address adverse soil conditions on a case-by-case basis.

- Arguably, the most severe geologic hazard present within the City of Las Vegas would be the problem of subsidence, or the lowering of the earth's crust. Due to the continued withdrawal of water from the ground, and other natural and man-made phenomenon, certain sections of the city have experienced ground subsidence, which often results in severe damage to a structure's integrity, as evidenced by a number of documented cases. Efforts to address the problem, through groundwater recharge and/or tighter building controls and requirements, should continue.

- Noise Hazards: Mitigate excessive noise pollution within the City.

  As the City of Las Vegas continues to become an increasingly urbanized municipality (as a result of the rapid growth rate and sprawling growth patterns), the urban noise levels that result from increased activity are logically going to increase as well. These increased levels are expected to have a number of impacts on the health and welfare of the residents, including non-auditory, speech interference, and sleep interference. The City of Las Vegas should take a proactive approach to mitigate noise impacts on the general population. This can be accomplished through proper zoning and site design measures, the use of open space buffers, and the construction of noise barriers where appropriate.

- Hazardous Materials: Mitigate any negative effects from the movement of hazardous materials within City limits.

  In Las Vegas, the issue of hazardous materials is primarily focused on the disposal of nuclear waste, and a proposal by the Federal Government to utilize Yucca Mountain (within the Nevada Test Site) as a nuclear waste disposal facility. There are several questions raised about this proposal including health risks to general population along transportation routes, highway transportation risks, accident potential, performance of nuclear waste holding containers, and the amount of waste anticipated for transportation and storage. In response to growing concerns about the shipment of such hazardous materials through the city of Las Vegas, the City Council recently declared the city to be a nuclear-free zone. The city should continue to closely monitor this issue and devise a plan to safeguard the residents of the community in the event the transportation of nuclear waste crosses into the city's boundaries.

- Landslide Hazards: Mitigate damage caused by landslides within the city.

  The topography found within the city limits does not pose a risk of landslides.

INTRODUCTION

The Safety & Seismic Safety Element is intended to provide policy direction to the city with regard to issues that affect the safety, health and welfare of the general public. The range of safety issues addressed

through this Element are covered under the following sections:

- Fire Hazards
- Flood Hazards
- Seismic Hazards
- Noise Hazards
- Hazardous Materials
- Landslide Hazards

Under each of these headings, this Element will:

- Inventory the number and location of public facilities intended to address a particular component;
- Identify established policies and standards, where they exist, to address safety issues;
- Identify gaps or shortcomings that may exist in the current structure of policies and standards; and
- Propose policies and actions intended to address areas of concern.

For purposes of this element, unfamiliar terms are defined in the Definitions section and unfamiliar concepts will be discussed in detail as they are introduced.

RELATIONSHIP TO THE MASTER PLAN

The Nevada Revised Statutes require the preparation and adoption of a comprehensive, long-term general plan for the physical development of the city. For cities like Las Vegas, which is located in a county having a population of 400,000 or greater, state law requires the master plan to address 18 different subject areas. A safety plan and a seismic safety plan are both required components per NRS and are both specifically addressed by this Safety & Seismic Safety Element. Additionally, this Element addresses noise hazards within the city.

This Element forms a component part of the Las Vegas 2020 Master Plan. It is intended to address where possible, the goals, objectives and policies of the Las Vegas 2020 Master Plan document that was approved by City Council in September 2000. In particular, this Element addresses Objective 7.3 of the Master Plan capstone document, which states:

"To ensure that public safety problems are fully and adequately identified and that long term solutions are identified and implemented by the respective local government departments and agencies vested with those responsibilities."

As a follow up to this objective, the document contains a number of policies which are addressed by this Element. These policies focus on protective services, noise issues, seismic activity and hazardous material. These policies are as follows:

> POLICY 7.3.2: That the City continue to provide efficient and cost effective services and facilities for fire prevention, fire suppression, hazardous material control and emergency medical care for the City of Las Vegas and assist Clark County as deemed appropriate in the provision of these services for County islands and County areas north of Cheyenne Avenue and west of Decatur Boulevard.
>
> POLICY 7.3.3: That the City participate with local governments within the Las Vegas Valley, and with other levels of government, to research, monitor and assess the effect on public safety and property that may arise from geologic hazards such as seismic activity, from land subsidence and related groundwater usage practices, and from poor soil conditions

such as collapsible and expansive soils.

POLICY 7.3.4: That the City establish and enforce maximum acceptable levels for noise within residential and public areas in conjunction with state and local agencies.

POLICY 7.3.8: That the City coordinate with the appropriate entities to ensure that any contaminants from federal facilities, such as the Nevada Test Site and Yucca Mountain, do not flow into the Valley water supply as a result of seismic activities or other forces of nature. The City will ensure that wastes of all types are disposed of in an appropriate manner.

The policies and actions contained in the following sections of this Safety & Seismic Element have been designed to comply with and implement the broader general goals, objectives and policies of the Master Plan as listed above.

FIRE HAZARD SAFETY

The geographic condition of the city of Las Vegas does not present a natural fire risk, such as wild land fire. For those fires considered man-made, whether intentional or unintentional, most occur in buildings. In 2006, Las Vegas Fire & Rescue obtained Accredited Agency status through the Commission for Fire Accreditation International (CFAI). Part of this designation requires the department to conduct a thorough community risk assessment for all possible hazards within its jurisdiction for which it provides responses services.

In order to perform community risk assessment, department staff identifies fire types and assigns a score for the hazard level, probability of the occurrence of a fire event, and the likely consequences of the fire event (i.e., economic or loss of life), which yields a total risk score. Based on the risk score for each hazard type, the appropriate level of deployment (number of firefighters and equipment) is determined for each classification, resulting in the department's fire safety plan for man-made fire hazards.

The purpose of this section of the Public Safety Plan is to explain how the services of Las Vegas Fire & Rescue (LVFR) will be incorporated in the accomplishment of public safety in a comprehensive manner. Discussion will detail how LVFR will interact with the city of Las Vegas per Policy 7.3.2 of the 2020 Master Plan.

BACKGROUND

Las Vegas Fire & Rescue operates under a vision statement, mission statement, and strategic business plan that aligns to City Council priorities and promotes community risk reduction and safety. The Department's mission is "to provide fire, medical, and other emergency response and prevention services to residents, businesses, and visitors so they can live, work, and play in a safe community."

Las Vegas Fire & Rescue adopted its first strategic plan in 1990 with the aim of guiding the department into the next millennium and propelling it toward world-class status. Each plan, which functions as a dynamic, living document, has proven to be a successful tool during times of changing variables and explosive growth. As part of a citywide initiative focused on performance-based budgeting, the department developed a new Strategic Business Plan and implemented its use as of July 1, 2007.



Las Vegas Fire & Rescue is organized into four divisions: Emergency Services / Training; Medical Services / Communication; Fire Prevention; and Planning that provide fire suppression, fire investigations, emergency medical services, patient transports, technical rescues, hazardous materials responses, and bomb squad, and administrative services.

As the Las Vegas Valley contends with issues relating to Homeland Security, its ability to respond to and handle terrorist acts must be considered in planning, resource allocation, and training. Through local, regional, and statewide collaboration, LVFR is involved in several projects that, when realized, will provide the permanent and transient populations a level of protection against domestic terrorism.

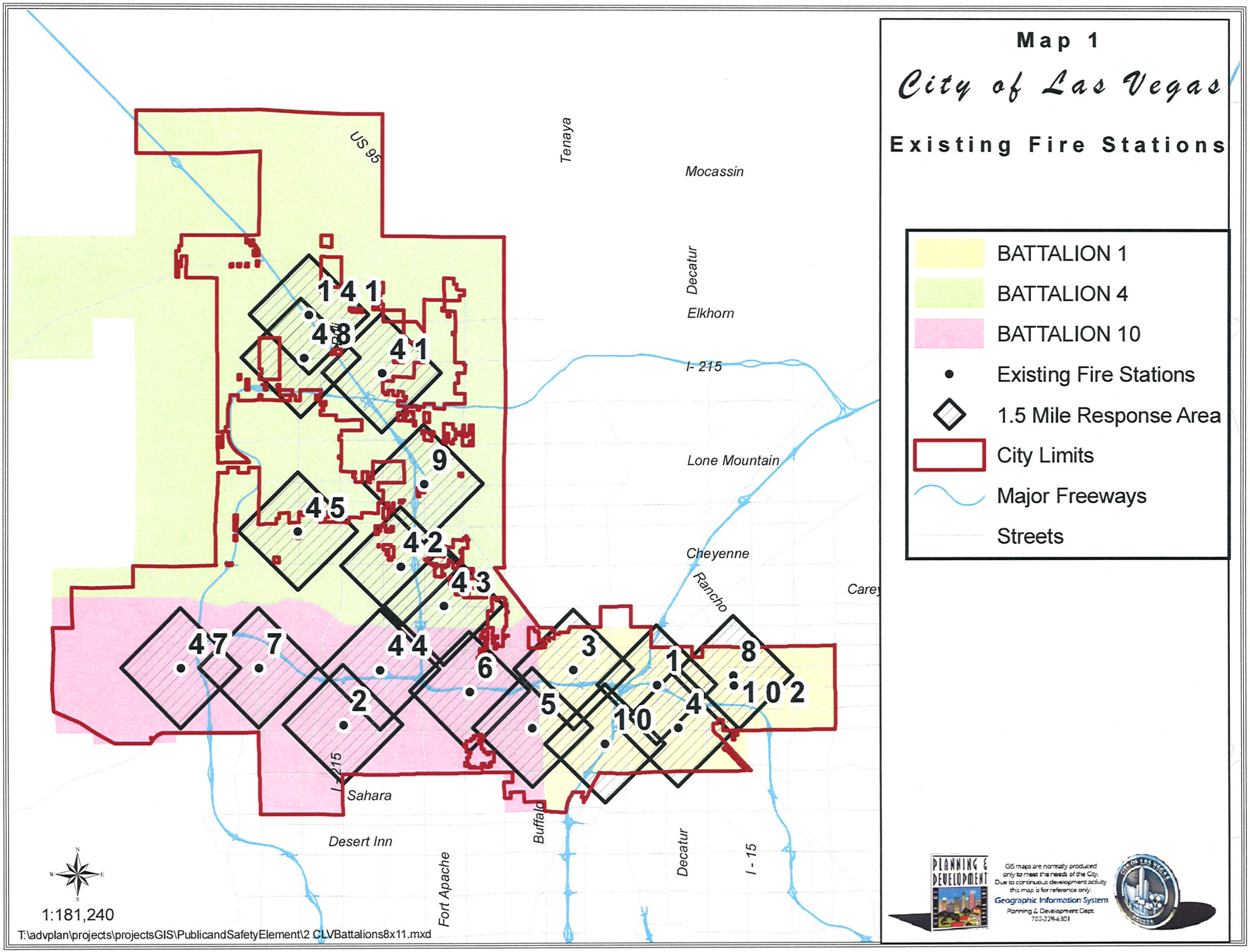
LEVEL OF SERVICE: EXISTING INVENTORY

As of July 1, 2009, LVFR operates out of nineteen stations that provide coverage to all areas within city of Las Vegas boundaries (133.20 square miles) and a resident population of 599,087 (2009 City Estimate). In response to a growing community and increased service demands, LVFR opened six new fire stations between 2001-2008 (Stations 10, 43, 44, 45, 47, and 48). Current fire station locations and 1.5-mile service areas are plotted on ***Map 1***.

LEVEL OF SERVICE: FUTURE INVENTORY

Las Vegas Fire & Rescue maintains a ten-year plan for acquiring land and building fire stations. Most immediately, the Department has entered into a partnership with the College of Southern Nevada (CSN) to build Fire Station 46 on its West Charleston campus. This station will include over 3000 sq. feet of classroom space in which the Department will assist in the delivery of fire-related education courses. The project will be completed and staffed by October 2010.

The Department has also identified three ideal locations for future stations – Fire Station 103 to be located at Mount Mariah Drive and Stella Lake Street; Fire Station 107 at Del Webb Boulevard and Sundial; and Fire Station 108 at Lamb and Bonanza road. These stations are currently proposed to be built in the next five years, and are dependent upon capital funding and prioritization.


Map 1
City of Las Vegas
Existing Fire Stations
BATTALION 1
BATTALION 4
BATTALION 10
Existing Fire Stations
1.5 Mile Response Area
City Limits
Major Freeways
Streets
US 95
Tenaya
Mocassin
Decatur
Elkhorn
I- 215
Lone Mountain
Cheyenne
Rancho
Carey
Sahara
Desert Inn
Fort Apache
Buffalo
Decatur
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PLANNING & DEVELOPMENT
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

AUTOMATIC AID AGREEMENTS

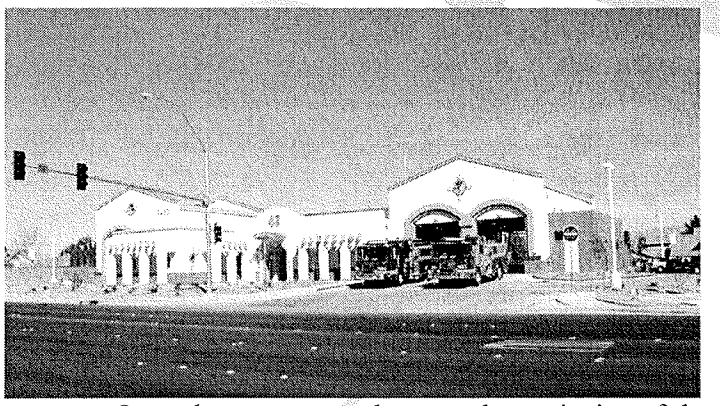
The city has an automatic aid agreement with the Clark County and City of North Las Vegas fire departments. Under this agreement, jurisdictional boundaries between the cities and county are ignored and the closest available emergency response vehicle is dispatched to an incident. The total resources of all agencies are available to respond should a regional emergency occur anywhere in the metro area. Las Vegas Fire & Rescue provides coverage to several Clark County "islands" located within its jurisdiction. ***Map 2*** identifies existing and proposed City of Las Vegas, Clark County, and North Las Vegas fire stations and their service areas.

Through similar automatic aid agreements, the Department's Bomb Squad provides emergency response coverage throughout Clark, Lincoln, and Nye Counties. ***Map 3*** shows the area of coverage provided by the bomb squad.

LAND USE

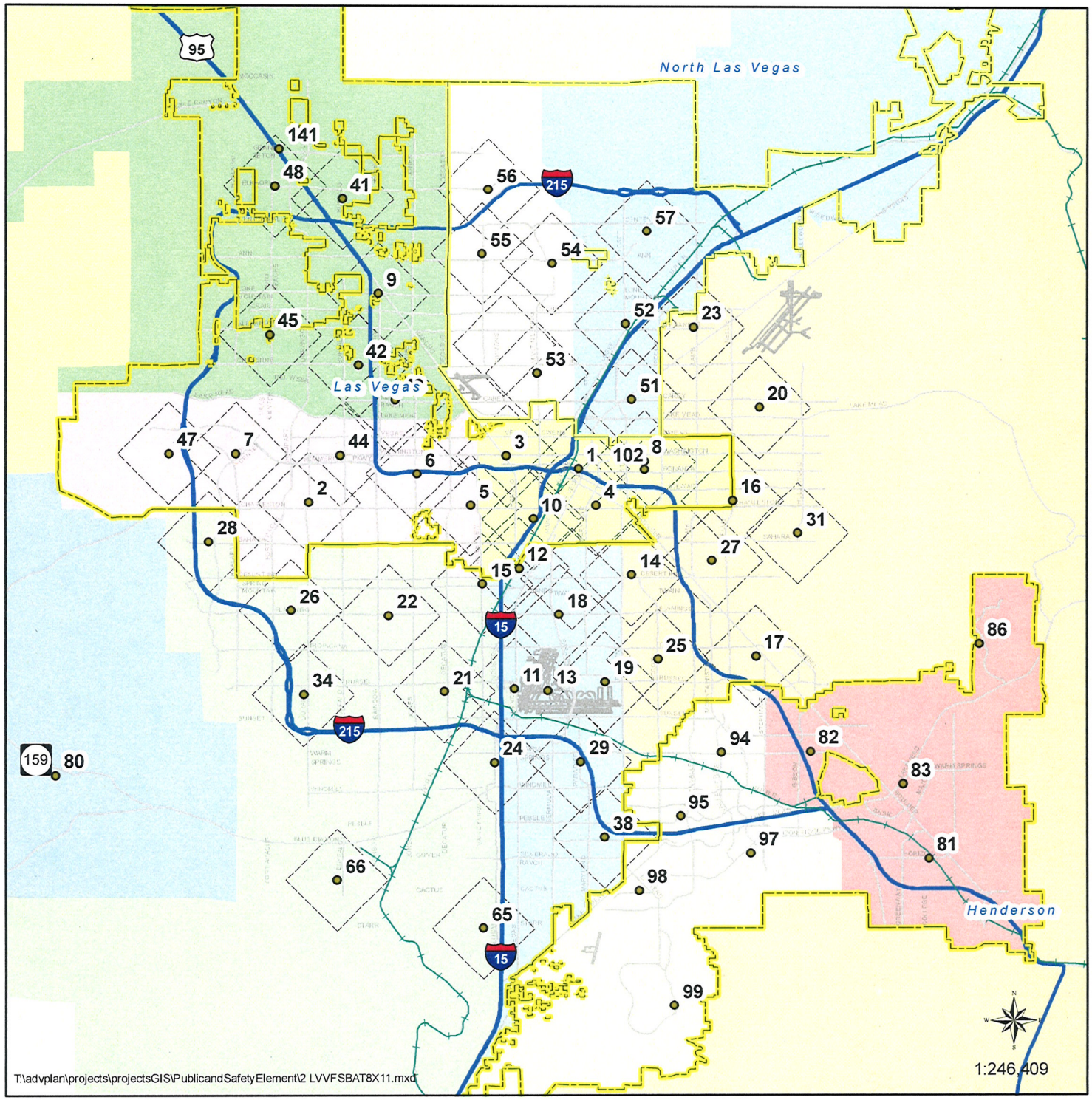
The city of Las Vegas is home to a diverse and rapidly growing population. Increasing commercial- and industrial-based businesses add to the economic base, but make planning effective fire and rescue services a challenge for public safety officials.

The density of the population affects the department's ability to service an area effectively. Higher density areas require more equipment and personnel to service a greater number of residents, tourists, and structures. The higher density areas also represent a greater risk for fire spreading due to the close proximity of buildings. As seen on ***Map 4***, fire stations are generally distributed so that more stations are located in the areas of greatest density. The location of the stations is not so much what areas are considered downtown or suburban, but how (residential) areas are expected to develop over time.



In response to potential high-rise development in its downtown urban core, the Department is planning a fire station in Symphony Park and an additional rescue at Station 10. As densities increase, revisions of the location plan for future stations and resources may occur.

Over the past several years, the majority of the city's population growth occurred in suburban and rural areas in the northwest and west. Substantial growth in the city's northwest area has affected Fire & Rescue services with the addition of major retail facilities, power centers, single- and multi-family residences, businesses, office and industrial parks, gaming, entertainment and recreational facilities. Recent completion of Fire Stations 48 and 47 helps provide emergency medical and fire response services to these expanding parts of the city.



Map 2

City of Las Vegas

Las Vegas, Clark County & North Las Vegas Fire Stations

- ExistingFireStations
- 1.5 Mile Response Area
- BATTALION 1
- BATTALION 2
- BATTALION 3
- BATTALION 4
- BATTALION 5
- BATTALION 6
- BATTALION 8
- BATTALION 9
- BATTALION 10
- BATTALION 15
- BLM
- BLUE DIAMOND
- MOUNT CHARLESTON
- MOUNTAIN SPRINGS

Source: City of Las Vegas Fire and Rescue. October, 2009

Map 3

City of Las Vegas

LVFR Bomb Squad Response Area



Bomb Squad Response Area emcompasses Clark, Lincoln and Nye Counties

N
W E
S

1:6,151,650

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Highways

Railroads

State Boundary

Source: City of Las Vegas Fire and Rescue. October, 2009

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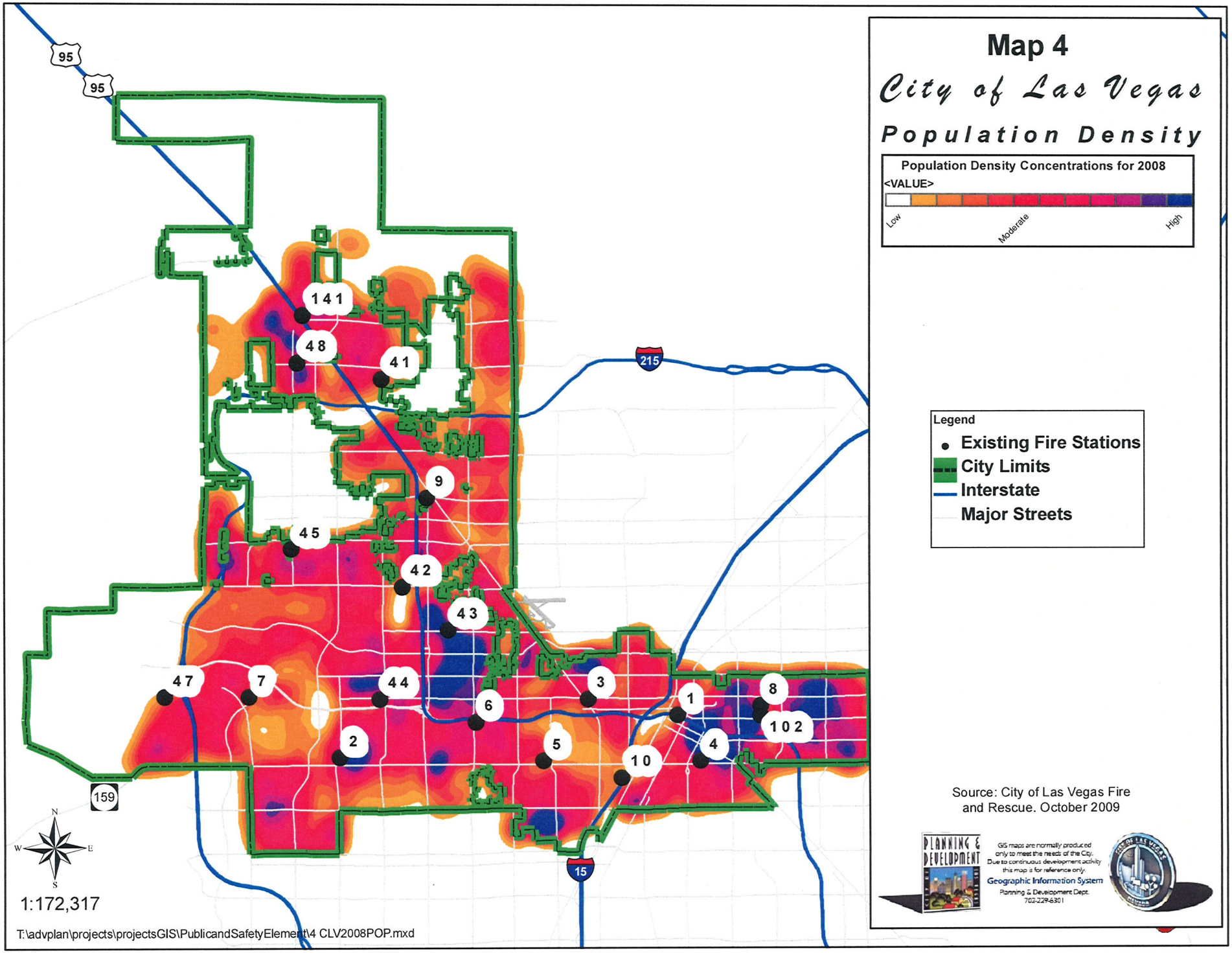
Map 4
City of Las Vegas
Population Density
Population Density Concentrations for 2008
<VALUE>
Low
Moderate
High
Legend
Existing Fire Stations
City Limits
Interstate
Major Streets
95
95
215
15
159
141
48
41
9
45
42
43
47
7
44
6
3
1
8
102
2
5
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10
N
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Source: City of Las Vegas Fire and Rescue. October 2009
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FLOOD CONTROL HAZARD SAFETY

The purpose of this section of the Safety & Seismic Safety Plan is to explain how the services of the Las Vegas Public Works Department and the Clark County Regional Flood Control District will be incorporated in the accomplishment of public safety in a comprehensive manner. Discussion will detail how these agencies will interact with the City of Las Vegas per the general policies of the Las Vegas 2020 Master Plan.

INTRODUCTION

Flooding is one of the more severe environmental hazards affecting the Las Vegas Valley area, despite an average annual precipitation of only four inches. Winter storms cover a large area and historically have not produced major flooding. The summertime high-intensity thunderstorms produce a large amount of rainfall in a short time which historically has caused most of the flooding in the area. Washes fill quickly and overflow onto surrounding areas.

Natural and man-made factors contribute to flooding. The natural factor is the presence of predominantly shallow soils overlaying hardpan, a hardened or cemented soil horizon that inhibits the infiltration of rainfall into the underlying soils. Also, there is a lack of natural ground cover shrubs, trees, and grasses that would slow this runoff. The resulting water builds in velocity and quantity as it flows down the washes resulting in downstream flooding. The man-made factor is contributed through development of paved roads, roofs, parking lots, and other impervious surfaces. These provide hard surfaces that prohibit the percolation of water into the area where it falls and collects. The collection and concentration of runoff caused by urbanization can result in an increase in downstream flooding. Development in flood plains without adequate flood control facilities has also resulted in flood damage.

The primary purpose of flood control is to develop a comprehensive Stormwater Management Plan that will safely convey floodwaters through our neighborhoods. The plan must integrate both regional and local drainage programs allowing for the timely elimination of both flooding potential and nuisance drainage problems.

REGIONAL FLOOD CONTROL PLANNING

The Clark County Regional Flood Control District (CCRFCD) was created in 1985 in an effort to enhance regional flood planning and control in Clark County. By December, 1986, the CCRFCD published the Clark County Flood Control Master Plan. Clark County and each of the incorporated cities within the County adopted the Master Plan. NRS Chapter 543 requires that all the local governments in the CCRFCD adopt drainage regulations. The regulations restrict new development in areas known to flood, require drainage studies on proposed new developments to address localized flooding, and require CCRFCD review of all new developments in areas of regional flood control significance.

STORMWATER MANAGEMENT

Stormwater Management emphasizes the need to protect the public from potential flooding while maximizing the usage of these public facilities. This is accomplished through the integrated planning efforts of the CCRFCD and the City of Las Vegas. The CCRFCD Master Plan details the facilities needed to help protect the public. The City of Las Vegas has integrated the CCRFCD Master Plan into detailed Neighborhood Stormwater Management Plans to further define the needs and impacts of potential flooding within the City. These Neighborhood Plans are the guide to development within the City. Additionally, the Uniform Regulations for the Control of Drainage revised effective December 13, 2007 requires that technical drainage

studies be submitted for developments over two acres in size and any project within a flood zone. These studies ensure compliance to the City of Las Vegas Neighborhood Plans and the Clark County Regional Flood Control District (CCRFCD) Master Plan.

Overall stormwater management strategies combine the use of natural and man-made facilities to convey, route, and store the drainage impacts from storms. The designed use of local and Master planned facilities incorporate multiple public functions where practical.

Detention basins must be considered with multi-use recreation facilities whenever feasible. When designed as multi-use facilities, a minimum 10-year pool for stormwater below the recreation facility will be maintained. Natural/unlined channels are encouraged within Master Planned Communities. The City of Las Vegas does not maintain the unlined channels. This responsibility falls to the Master Planned Community. The use of these washes by Master Planned Communities for both drainage and open space/trail systems is encouraged. The trails along natural and concrete lined channels are encouraged to be integrated into the overall Trails Master Plan for the City. The washes must meet the Regional Flood Control Criteria as outlined in the Clark County Hydraulic Criteria and Drainage Design Manual. The design for such facilities must be done through a Technical Drainage Study that is submitted to Public Works.

STORMWATER QUALITY

Stormwater Quality is a joint effort between the federal, state and local governments to assure the continued improvement of our water quality from storm water discharges.

In 1988, the United States Environmental Protection Agency (EPA) proposed regulations that required cities with populations of 100,000 or more to apply for National Pollution Discharge Elimination System (NPDES) permits for controlling stormwater discharges to water ways, such as rivers, streams, lakes, etc. An EPA study indicated that 38 states reported urban run-off as a major cause of water quality impairment in the United States. Stormwater runoff can pick up such contaminants as pesticides and fertilizers from lawns; oil, grease, and fuel from gas stations; and other contaminants from construction sites, restaurants, dry cleaners, lumberyards, landfills, junk yards, and industrial sites.[1] These contaminants find their way directly into bodies of water without going through sanitary treatment first.

Rather than requiring additional treatment plants or expansions to existing plants to accommodate end-of-pipe treatment of stormwater, EPA favors non-structural best management practices (BMPs) and stormwater management plans to control pollutants at their source.[2] BMPs include the following:

- find and remove illicit connections to storm drains instead of sanitary sewers;
- develope and implement local ordinances to reduce pollutants from construction sites, new development sites, and new industrial sites;
- public education on the use of chemical fertilizers and pesticides;
- encourage proper disposal and the recycling of used oil and hazardous wastes from households; and
- improve operations and maintenance practices of commercial enterprises.

The City of Las Vegas is a co-permittee of the Las Vegas Valley NPDES Municipal Stormwater Discharge Permit. The permit designates the CCRFCD as Lead Agency for permit implementation, with CCRFCD and the Cities of Las Vegas, North Las Vegas, Henderson, Clark County identified together as Co-permittees. The effective date of the current permit is June 19, 2003. This permit was reissued based on the original NPDES municipal stormwater discharge permit of December 13, 1990. In compliance with the conditions of the permit, an annual report is prepared in August of each year. The report is organized based on

the "Monitoring Requirements and Conditions" in the new permit and the "Schedule of Compliance, Monitoring Requirements, Best Management Practices and Conditions" in the original permit.

SERVICE STANDARDS

The service standards for Flood Control are those that are required by Nevada Division of Environmental Protection. The standards are the requirements for the implementation of the Best Management Practices set forth in the Las Vegas Valley NPDES Municipal Stormwater Discharge Permit. The City of Las Vegas and the other co-permittees are in full compliance with the requirements of the Las Vegas Valley NPDES Municipal Stormwater Discharge Permit.

THE SYSTEM

The comprehensive drainage and flood control system will integrate both regional and local drainage facilities. The facilities will include detention basins, large diameter pipes, reinforced concrete boxes, natural washes and man-made channels to allow for the mitigation of both flooding potential and nuisance drainage problems.

THE CCRFCD SYSTEM

These facilities include large diameter pipes, concrete channels, man-made channels, reinforced concrete boxes, and detention basins, which are designed to collect the 100-year flow **(Map 5)**. This system includes 15 existing detention basins along with approximately 140 miles of existing storm drains and channels. Construction and maintenance funding of these facilities comes through the Clark County Regional Flood Control District (CCRFCD). Regional facilities provide the infrastructure or trunk lines for the local City system and storm drain facilities.

THE CITY SYSTEM

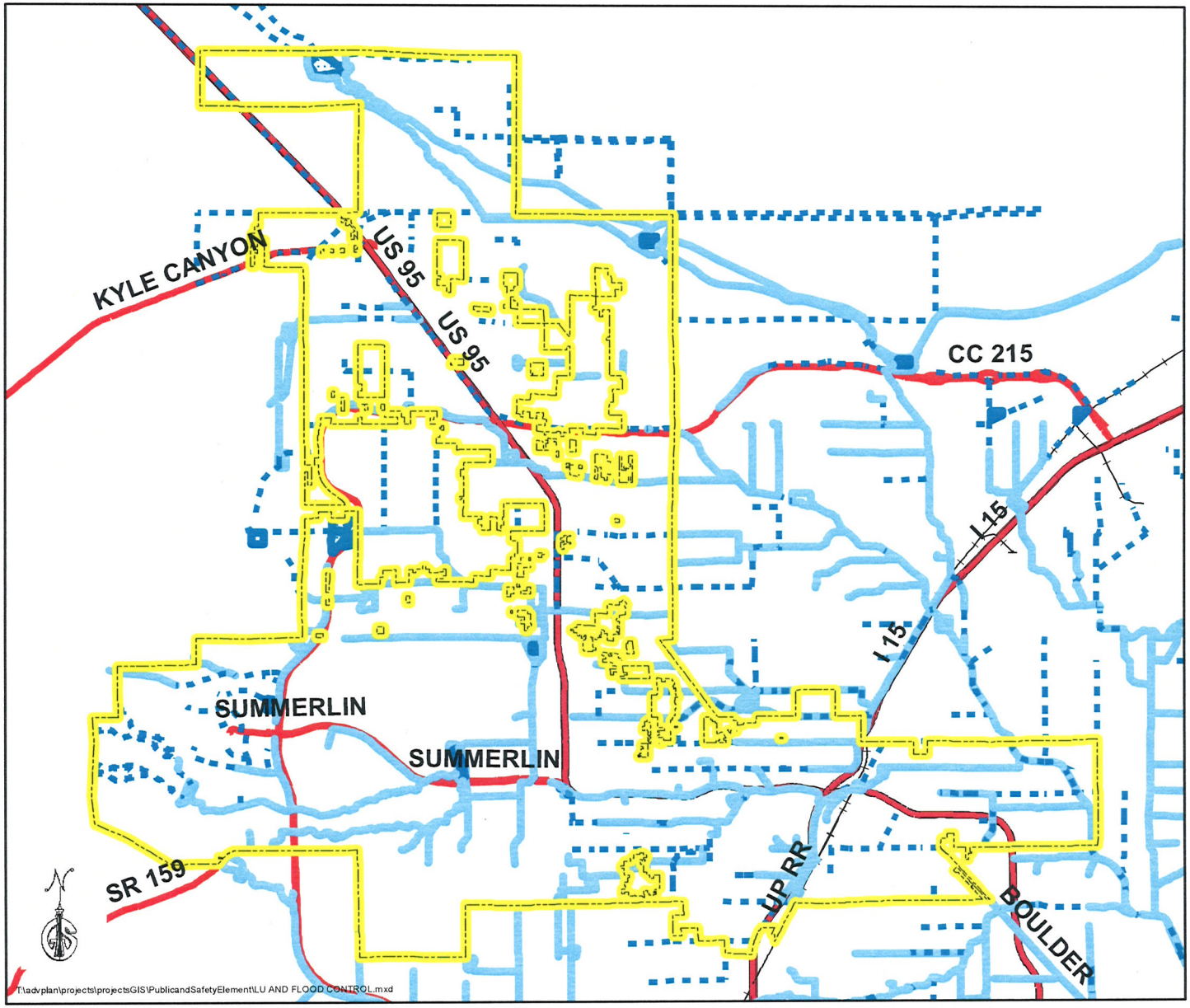
The City system includes smaller diameter pipes, which are designed to collect either 10-year flows, or nuisance flows. There are approximately 240 miles of local facilities within the City. Flood Control has completed three neighborhood drainage studies, which identify proposed local facilities needed within the City. These neighborhood studies serve as the planning tools for development and allow the City to provide the storm drain facilities for both new development and mature neighborhoods. These facilities are constructed primarily within Regional Transportation Commission (RTC) road corridors with RTC projects or with private developments.

CURRENT DEVELOPMENT NEEDS

Proposed developments are required to comply with the Regional Flood Control District's Hydrologic Criteria and Drainage Design Manual. All development projects 2-acres or greater are required to complete a Technical Drainage Study. In the study the engineer identifies the drainage impacts of the project and provides a means to mitigate them.

ADDRESSING FUTURE NEEDS

The proposed drainage facilities will ensure the CCRFCD Design Manual criteria are met which provides for the safe conveyance of stormwater flows. This generally means in RTC road corridors the 10-year flow



MAP 5

City of Las Vegas

Flood Control Facilities

Existing Flood Control (Channels & Basins)

Proposed Flood Control (Channels & Basins)

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will be intercepted to meet the CCRFCD design manual criteria. The proposed regional facilities will collect the 100-year flows and safely convey them to channels or detention basins. The future system of local and regional facilities will greatly reduce the flooding that currently exists across the valley.

Map 5 shows the planned expansion and improvement of the existing system and how the system will be in 20 years or at system build-out. The major elements of the planned system are the regional drainage facilities. The minor elements are the facilities under the control of local agencies.

ISSUES

1. Areas Prone to Flooding
   The Las Vegas Valley is susceptible to flash floods affecting the safety and quality of life of the residents. Flooding occurs due to heavy localized rainfall combined with the natural topography and soil conditions found in the Valley. Historically, the adverse effects of flooding to Valley residents is due partly to poor planning in the past and to the lack of flood control facilities preceding urbanization.

2. Contaminated Runoff
   Stormwater runoff picks up contaminants such as pesticides and fertilizers from lawns, trash and debris, oil, grease, and gasoline, etc. These contaminants discharge to the Las Vegas Wash and Lake Mead without sanitary treatment. Appropriate stormwater management practices and discharge regulations need to be continually upgraded to provide the necessary improvements to abate polluted runoff.

GOAL, OBJECTIVES, POLICIES AND PROGRAMS

Goal: The City should participate in the protection of the environmental quality of the Las Vegas valley and to promote the conservation of our natural resources.

Objective 4A: Public Works should implement where possible a diversified (which includes use of natural washes or green space such as parks or golf courses), efficient flood control system to protect life and property from severe flood damage at a reasonable cost.

Policy 4A1: Public Works should develop a two-tiered flood control system which should include an appropriate mix of large regional and smaller city neighborhood flood control facilities.

Program 4A1.1: Public Works should implement stormwater channel and drain improvements in accordance with the adopted stormwater management program for the City.

Policy 4A2: The City should continue the implementation of the adopted Master Plan of the Clark County Regional Flood Control District. This Plan provides for construction and maintenance of the large regional component of the City's flood control system, including detention basins, drainage channels and storm drains.

Policy 4A3: Public Works should develop neighborhood master plans consisting of relatively small city drains and other flood control facilities to safely convey flood and nuisance flows to the larger regional facilities. These plans should be prioritized as part of the capital facilities programming process.

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Policy 4A4: Public Works should continue the review of plans and drainage studies for new development of property under zoning and subdivision regulations to ensure optimal property drainage in accordance with Uniform Regulations for the Control of Drainage and the Clark County Regional Flood Control District's Hydrologic Criteria and Drainage Design Manual.

Program 4A4.1: Public Works should continue the review of development plans to incorporate, where required, the neighborhood storm drain system plans for the City and the master plan for Clark County Regional Flood Control District.

Policy 4A5: Public Works should investigate and, where necessary, implement funding mechanisms for city neighborhood stormwater capital programs. Funding sources may include, but not be limited to, special improvement districts or stormwater utility fees.

Policy 4A6: Public Works should continue the inspection and maintenance of existing stormwater facilities to provide for the safe and efficient passage of flood water.

Policy 4A7: Public Works should continue to maintain a broadly based Flood Hazard Reduction Program which meets the requirements of the National Flood Insurance Program (NFIP). The City should continue to participate in the federal Community Rating System, thus assuring the availability of flood insurance to city residents and businesses at the least possible cost.

Policy 4A8: Public Works should continue to support the update of Flood Insurance Maps for existing city areas and to create new maps for developing areas, subject to FEMA review.

Objective 4B: The City should continue to participate in a multi-jurisdictional effort to develop, implement and monitor water quality standards for stormwater discharge.

Policy 4B.1: Public Works should continue to implement the comprehensive Stormwater Quality Management Plan in accordance with the valley-wide NPDES stormwater discharge permit.

Program 4B1.1: Public Works should continue to be a participant in valley-wide programs for stormwater quality management.

Program 4B1.2: Public Works should initiate the implementation program for the Stormwater Quality Management Plan.

Program 4B1.3: Public Works should continue to inventory the existing stormwater facilities to address nonpoint pollution sources.

Program 4B1.4: Information Technologies Department should encourage the use of the City Geographic Information System (GIS) in coordination with Clark County GIS in the creation and maintenance of Stormwater Quality Management Plan data to evaluate the plan's effectiveness.

Policy 4B2: Public Works should modify City regulations as needed in order to implement stormwater quality discharge standards as they are developed by the State and the U.S.

Environmental Protection Agency.

Program 4B2.1: Public Works should coordinate with all appropriate entities and agencies in the Valley to establish individual stormwater quality responsibilities and to prepare a funding strategy.

SEISMIC HAZARD SAFETY

The purpose of this section of the Safety & Seismic Safety Plan is to explain how the services of the City Las Vegas will be incorporated in the accomplishment of public safety in a comprehensive manner as it relates to seismic hazards. Discussion will detail how the City of Las Vegas should interact with other government agencies per Policy 7.3.3 of the 2020 Master Plan.

SEISMICITY/EARTHQUAKE HAZARDS

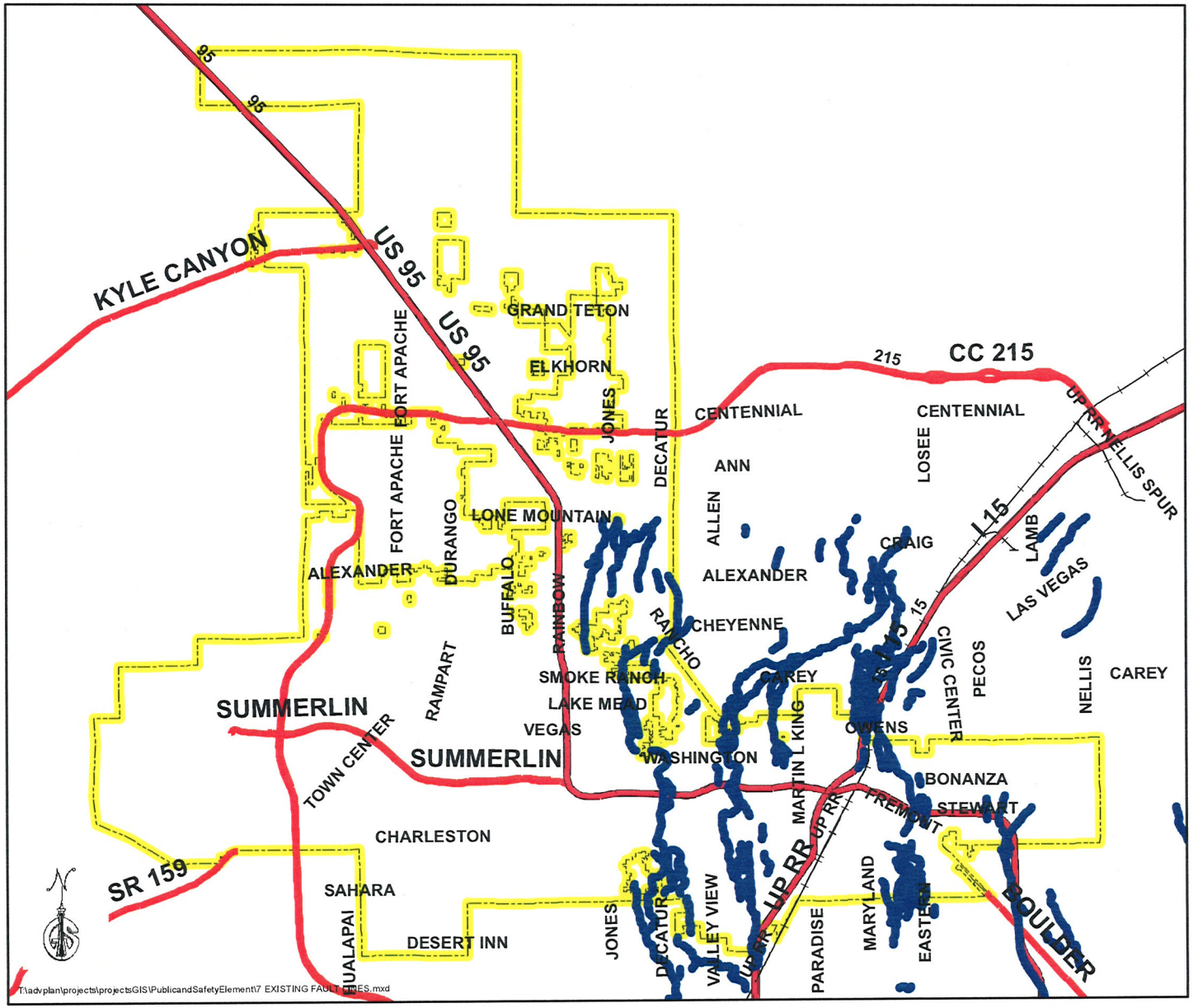
Seismic activity in the Las Vegas Valley has been and is related to man-made and natural causes. Man-made seismic activity has resulted from underground nuclear testing. It was generally of short duration with the only effect being minor inconvenience to those that experienced the tremor. There is no evidence that any structural damage to local buildings has resulted from nuclear testing. However, between 1974 and 1976, there were claims that nuclear testing and the resulting subsidence damaged a number of wells in the Northwest part of the valley. The U.S. Department of Energy established a monitoring program in 1976 that included a number of technical surveys such as: level line, tiltmeter, hydrograph and seismic station surveys. The results of these surveys led to the conclusion that land subsidence was occurring continually with no direct correlation to nuclear events.[3]

Natural causes of seismic activity are due to shifts in the earth's crust. Faulting results from the differential or shearing motion of the earth's crust. Tectonic faulting is found in the Las Vegas Valley and the surrounding mountains. These faults resulted from plate movement that occurred in the middle to late Pleistocene era and traverse the Las Vegas Valley floor in a north-south trending series (**Map 6**). A good example of a major active tectonic fault is the San Andreas Fault running up the coast of California from San Diego to San Francisco. Movement along this fault has resulted in numerous costly earthquakes.

Major earthquake activity in Nevada is concentrated along a series of faults extending in a northerly direction from the Owen's Valley in California to Winnemucca, with the greatest activity in the Reno/Winnemucca/Tonopah triangle, nearly two hundred miles northwest of the Las Vegas Valley.[4] In Clark County there have been no major earthquakes. However, tremors of intensities ranging between VI and VII on the Modified Mercalli Scale have been felt in the Clark County area as a result of strong earthquakes in west-central Nevada and Southern California. Because of these occurrences, the Las Vegas area is classified in Seismic Zone 2B of the Uniform Building Code (UBC) so that construction should remain sound if subjected to Modified Mercalli Scale intensities of VII (see **Map 7**).

TOPOGRAPHY AND SOIL TYPES

The Las Vegas Valley area lies in the southwestern part of the Great Basin, within the Basin and Range physiographic province. The valley is bound on the west by the Spring Mountains, the highest range in Clark County. This range contains Charleston Peak which is the third highest peak in Nevada at 11,918 feet. To the north the valley is bounded by the Desert, Sheep, and Las Vegas Ranges; on the east it is bounded by the Frenchman and Sunrise Mountains; and on the south by the River Mountains and the McCullough Range.[5] Major drainage in the Las Vegas Valley flows through the Las Vegas Wash to Lake Mead. The floor of this



MAP 6

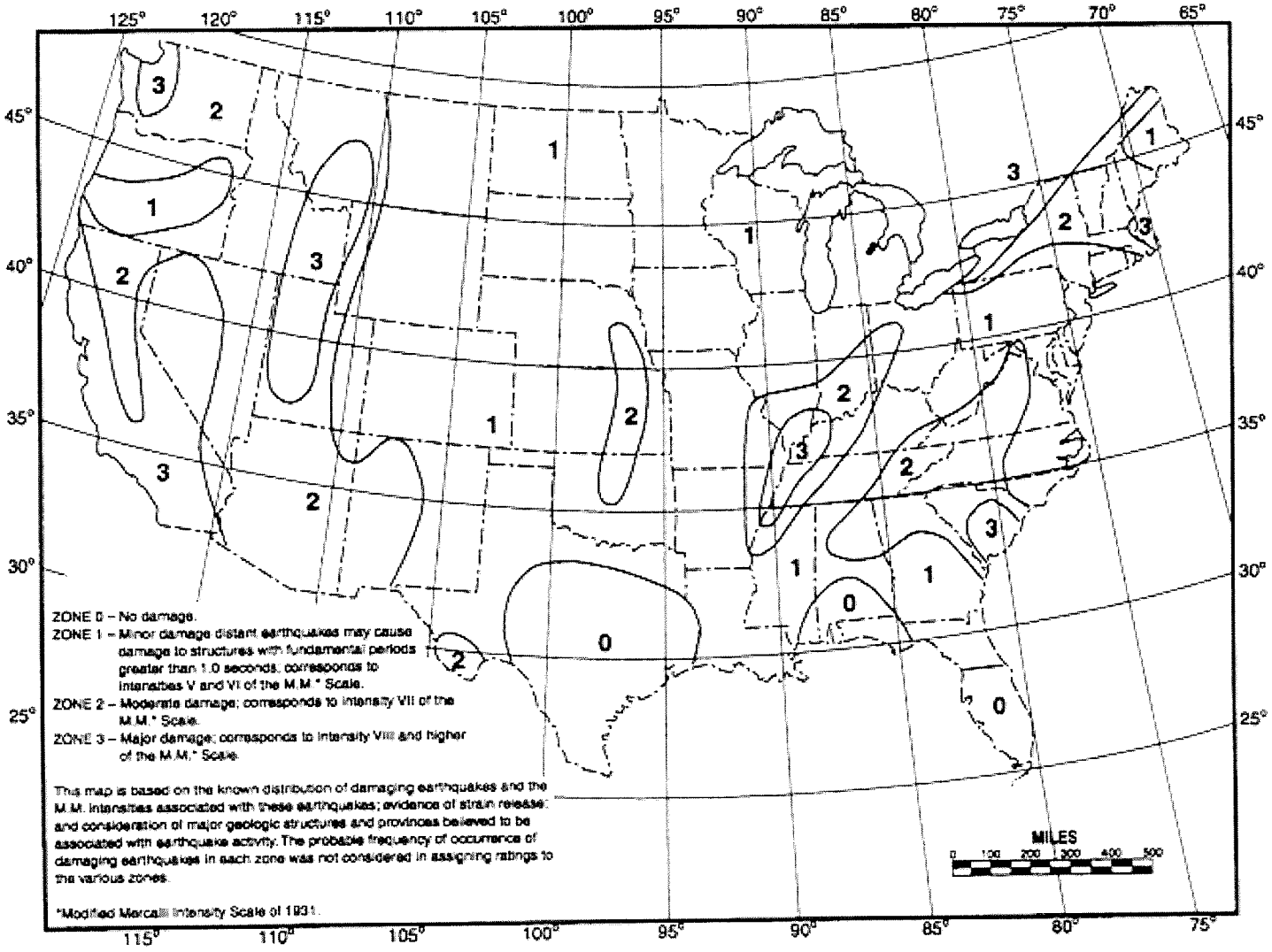
City of Las Vegas

Existing Fault Lines

Fault Lines

Printed on: September 17, 2009

MAP 7


125° 120° 115° 110° 105° 100° 95° 90° 85° 80° 75° 70° 65°
45° 40° 35° 30° 25°
ZONE 0 – No damage.
ZONE 1 – Minor damage distant earthquakes may cause damage to structures with fundamental periods greater than 1.0 seconds; corresponds to intensities V and VI of the M.M.* Scale.
ZONE 2 – Moderate damage; corresponds to intensity VII of the M.M.* Scale.
ZONE 3 – Major damage; corresponds to intensity VIII and higher of the M.M.* Scale.
This map is based on the known distribution of damaging earthquakes and the M.M. intensities associated with these earthquakes; evidence of strain release; and consideration of major geologic structures and provinces believed to be associated with earthquake activity. The probable frequency of occurrence of damaging earthquakes in each zone was not considered in assigning ratings to the various zones.
*Modified Mercalli Intensity Scale of 1931.
MILES
0 100 200 300 400 500
115° 110° 105° 100° 95° 90° 85° 80° 75°

basin ranges from 1,800 to 2,500 feet in elevation. The basin floor is bounded on all sides by alluvial fans or aprons with slopes of 50 to 150 feet per mile and pediment surfaces (collectively called piedmont surfaces). Many of these piedmont surfaces are old and occur only as remnants, the most prominent being Whitney and Paradise Mesas in the southern part of the valley.[6]

The sedimentary formations in the Mountain Ranges consist mainly of limestone and mixtures of sandstone, shale, dolomite, gypsum, and in some places, interceded quartzite. The alluvial fan piedmont is composed of many coalescing fans dissected by numerous drainage channels. The upper portion of the fan piedmont, about 4,500 feet above sea level, is made up of poorly sorted gravelly, cobbly, and stony sand deposits that grade to finer textured material near the valley floor. The basin floors are depositional areas of lake-laid silt and clay and younger alluvial deposits.[7]

Soil formation and deposit characteristics are an important consideration in land use planning and land development decisions. Location of soil types can be used to identify the potentials and limitations of an area for specific land uses and to help prevent construction failures caused by particular soil properties, i.e., slope, depth, drainage, and physical characteristics. For example, impervious soil horizons are an important factor in desert flooding. Construction costs for building roads and preparing building sites are higher in shallow soils overlaying hardpan due to the need for heavy equipment such as backhoes, rippers, and trenching machines to penetrate the hardpan. Occasionally, blasting is necessary. Soils that are moderately to strongly alkaline can cause corrosive chemical reactions to uncoated steel and concrete. The shrink/swell potential of soils is a factor in soil movement that could damage foundations (see also discussion on subsidence, section 5.3, specifically "collapsible soils").

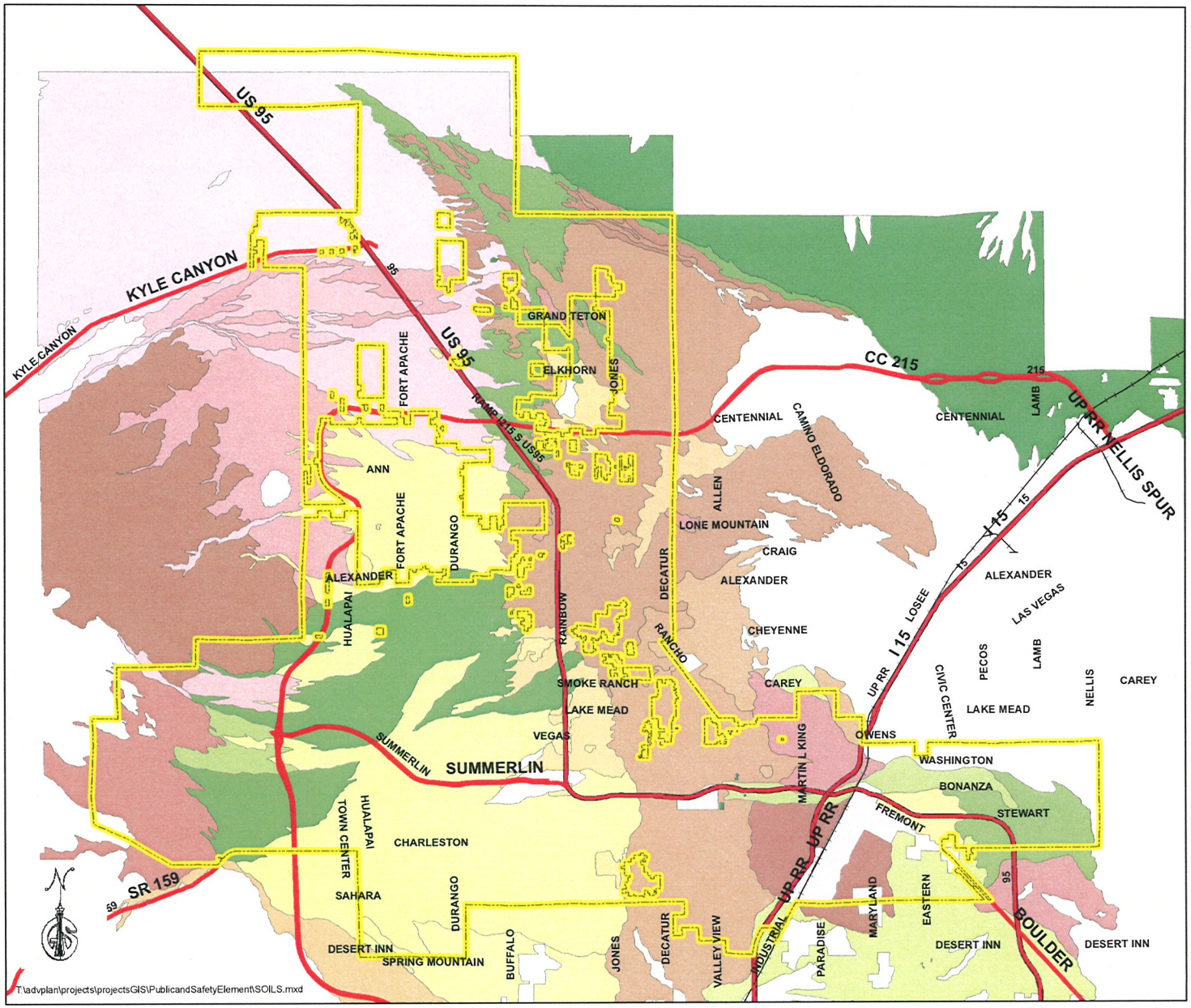
Consideration of the impacts of adverse soil and deposit characteristics is conducted through the permit review process. The review of building plans for geologic hazards, the requirement of a soil engineering report of non-residential development plans, and a geo-technical investigation report on any housing development within 500 feet of a documented fault or fissure are incorporated in the current plot/site plan review process currently being conducted by City staff.

As of this update, staff is not aware of any areas of the city which have seismic or subsidence problems which cannot be mitigated. However, if the existence of such areas becomes known, then the City of Las Vegas should consider a policy that discourages development of such areas and encourages amendments to the Land Use Plan to properly reclassify those areas unsuitable for development because of geologic conditions. If appropriate, a subsidence district could be designated so monitoring can be conducted and mitigation measures determined and carried out when necessary.

Beginning with data available from the Clark County Building Department and in cooperation with the other neighboring governments and agencies, the city maintains and periodically updates maps of documented areas of collapsible soils, subsidence, faulting and fissuring within the city limits. The city makes available to the public information concerning documented areas of seismic hazard, subsidence, and poor soil conditions.

Table 1, Soil Impacts, summarizes individual soil type and **Map 8**, Soils Map, indicates where these soils are within city limits. The information presented in the table and maps are intended as a general representation and not for the purpose of determining hazards to construction. For example, use of this information does not substitute the need for site-specific soils analysis. The following terms and characteristic ratings are used in the table.

- Shallow Excavations:
  Rated by the ease of digging, filling, and compacting soils for trenches or holes dug to a maximum depth



MAP 8

City of Las Vegas

SOILS MAP
Soil Classifications

- Arizo very gravelly loamy sand, flooded, 0 to 4 percent slopes
- Badland
- Boxspring-Zeheme-Rock outcrop association
- Canutio gravelly fine sandy loam, 0 to 2 percent slopes
- Canutio-Cave gravelly fine sandy loams, 2 to 8 percent slopes
- Cave gravelly fine sandy loam, 0 to 4 percent slopes
- Cave gravelly fine sandy loam, 4 to 15 percent slopes
- Dalian very cobbly fine sandy loam, 2 to 8 percent slopes
- Dalian very gravelly fine sandy loam, 2 to 4 percent slopes
- Dalian-McCullough complex, 0 to 4 percent slopes
- Glencarb very fine sandy loam, hardpan substratum
- Glencarb very fine sandy loam, saline
- Goodsprings gravelly fine sandy loam, 2 to 4 percent slopes
- Jean complex, 2 to 4 percent slopes
- Jean gravelly loamy fine sand, 2 to 4 percent slopes
- Jean very gravelly loamy fine sand, 2 to 4 percent slopes
- Land silt loam, drained
- Land silty clay loam
- Las Vegas gravelly fine sandy loam, 0 to 2 percent slopes
- Las Vegas gravelly fine sandy loam, 2 to 4 percent slopes
- Las Vegas-DeStazo complex, 0 to 2 percent slopes
- McCarran fine sandy loam, 0 to 4 percent slopes
- Paradise silt loam
- Pits, gravel
- Purob-Irongold association
- Rock outcrop-St. Thomas complex, 15 to 30 percent slopes
- Skyhaven very fine sandy loam, 0 to 4 percent slopes
- Spring clay loam
- Tencee very gravelly fine sandy loam, 2 to 8 percent slopes
- Urban land
- Vace-Wechech association
- Water
- Weiser extremely gravelly fine sandy loam, 2 to 8 percent slopes
- Weiser-Wechech association

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of five to six feet. The ease of digging is affected by depth to bedrock, a cemented pan, or a very firm dense layer; stone content; soil texture; and slope. The limitations are slight if soil properties and site features are generally favorable for excavation; moderate if soil properties and site features are not favorable and special planning, design, or maintenance is needed to overcome or minimize the limitations; and severe if soil properties or site features are so unfavorable or so difficult to overcome that special design; significant increases in construction costs, and possibly increased maintenance are required. Special feasibility studies may be required where soil limitations are severe.

DRAFT

Table 1: Soil Impacts

Soil Name	Typical Map Symbol	Shallow Excavations	Risk of Corrosion Uncoated Steel	Concrete	Shrink-Swell Potential
Arizo	112	Severe: Cutbacks Cave	High	Low	Low
Cave	152	Severe: Cemented Pan, Cutbanks cave	High	Low	Low
Cave	155	Severe: Cemented Pan, Cutbanks cave	High	Low	Low
Dalian	190	Slight	High	Low	Low
Dalian	191	Slight	High	Low	Low
Dalian-McCullough	192	Slight	High	Low	Low
Glencarb	200	Slight	High	Moderate	Low-Moderate
Glencarb	236	Slight	High	High	Low-Moderate
Glencarb	237	Moderate: Cemented Pan	High	Low	Low-Moderate
Goodsprings	240	Severe: Cemented Pan, Cutbanks cave	High	Low	Low
Jean	260	Severe: Cutbacks Cave	High	Low	Low
Jean	263	Severe: Cutbacks Cave	High	Low	Low
Jean	264	Severe: Cutbacks Cave	High	Low	Low
land	270	Moderate: too clayey, wetness	High	High	Low-Moderate
land	282	Moderate: too clayey, wetness	High	High	Low-Moderate
Las Vegas	300	Severe: Cemented Pan	High	High	Low
Las Vegas	301	Severe: Cemented Pan	High	High	Low-Moderate
Las Vegas Destazo	305	Severe: Cemented Pan	High	High	Low-Moderate
McCarran	325	Slight	High	High	Low
Paradise	341	Moderate: wetness	Low		
St Thomas	360	Severe: depth to rock, large stones, slope	High	Low	Low
Skyhaven	380	Severe: Cemented Pan	High	High	Low-Moderate
Spring	390	Slight	High	High	Moderate

Soil Name	Typical Map Symbol	Shallow Excavations	Risk of Corrosion Uncoated Steel	Concrete	Shrink-Swell Potential
Tencee	400	Severe: Cemented Pan	High	Low	Low
Canutio	501	Moderate: large stones	High	Low	Low
Canutio-Cave	502 Moderate: large stones	High	Low	Low	
Weiser	540	Slight	High	Low	Low
Pits-Gravel	610	N/A	N/A	N/A	N/A
Urban land	615	N/A	N/A	N/A	N/A
Badland	630	N/A	N/A	N/A	N/A

- Risk of Corrosion:
  Pertains to potential soil-induced electrochemical or chemical action that dissolves or weakens uncoated steel or concrete. For uncoated steel, the risk of corrosion, expressed as low, moderate, or high, is based on soil moisture, particle-size distribution, acidity, and electrical conductivity of the soil. For concrete, the risk of corrosion is also expressed as low, moderate, or high. It is based mainly on the sulfate and sodium content, texture, moisture content, and acidity of the soil. Special site examination and design should be required if the combination of factors creates a severe corrosion environment.

- Shrink-Swell Potential:
  The potential for volume change in a soil with a loss or gain in moisture. Volume change occurs mainly because of the interaction of clay minerals with water and varies with the amount and type of clay minerals in the soil. When the shrink-swell potential is rated moderate to very high, shrinking and swelling can cause damage to buildings, roads, and other structures. Special design is often needed. Shrink-swell potential classes are based on the change in length or diameter of an unconfined clod (of soil) as moisture content is increased from air-dry to saturation. The change is based on the shrinkage or expansion of less than 2 millimeters in diameter. The classes are low, a change of less than 4 percent; moderate, 4 to 8 percent; and high, 8 to 12 percent. Critical, greater than 12 percent, is sometimes used.

SUBSIDENCE

Land subsidence, or the lowering of the earth's surface, can be due to natural causes or man-made processes. These causes are grouped into two categories: endogenic and exogenic subsidence.[8] Endogenic subsidence occurs within the earth and is due to tectonism, volcanism, and continental drift. Exogenic subsidence occurs mainly at the earth's surface and can result from natural causes as well as be induced by the activities of man.

Exogenic subsidence is basically the result of a loss of support. There are three processes that could result in a loss of support. First, loss of support can be caused by fluid extraction as in the case of groundwater withdrawal. Second, loss of support on a regional scale can be caused by an increase of loading from the weight of a body of water such as a lake. A third process that could cause a loss of support is the adding water to, or saturating, of a collapsible soil that has a susceptible structure due to water soluable binding agents. According to John Bell of the Nevada Bureau of Mines and Geology (NBMG), when "dry loose density soils are wetted they undergo compaction due to loss of intergranular strength." Water dissolves the binding agents, such as gypsum, and the soils collapse possibly under their own weight. Collapse is almost certain if in addition the collapsible soils have been supporting a house or some other structure.

Regional subsidence in the Las Vegas Valley was due to the creation of Lake Mead. The weight of the lake and its sediment load is over forty million tons. This weight along with tectonic activity already having occurred in the area is thought to have tilted the Las Vegas Valley four to five inches. However, this regional subsidence is thought to have had little effect on subsidence related problems in the Las Vegas Valley. These tend to be localized. Groundwater withdrawal is thought to be the most common reason for localized ground subsidence in the Las Vegas Valley.

Land subsidence in the Las Vegas Valley has been studied for more than fifty years. In 1978, a panel of U. S. Geological Society (USGS) scientists investigated the potential hazard posed by the subsidence problem concluding that a potential hazard for fissuring and surface faulting existed due to groundwater withdrawal in the valley. The USGS released a Notice of Potential Hazard in accordance with the Disaster Relief Act of 1974. As a supplement to the USGS Notice of Potential Hazard, NBMG prepared a comprehensive overview and analysis of subsidence in the Las Vegas Valley. The report was completed in 1981. This report has been and should continue to be updated by several research groups with NBMG serving as the lead agency. Table 2, Specific Cases of Damage Caused by Subsidence, is a summary of the report and documents the effects of subsidence valley wide. **Map 9** details the location of the cases and the variations of soil elevation due to subsidence.

Table 2: Specific Cases of Damage Caused by Subsidence

Map ID	Type of Damage	Location	Date of Occurrence	Remarks
1	Protruding well	Las Vegas Valley Water District Well Field No. 5	1963	1.5 ft. of protrusion
			As of 1978	4 ft. of protrusion of well head, casing pumping in 1971; pumped much sand.
2	Protruding well	City of N. Las Vegas Stocker (west tank) Well	1936- 1963	3 ft. of protrusion
			1963- 1969	6 in. protrusion; causing 19 replacements in 1969; shows no present protrusion.
3	Protruding well	City of North Las Vegas Losee Well	1968- 1971	7 in. protrusion; casing replaced in 1969; shows no present protrusion.
4	Protruding well	City of North Las Vegas Tonopah Well	Unknown	
5	Protruding well	City of North Las Vegas Tonopah Well	Unknown	Presently shows 6 in. of protrusion with broken well pad.
6	Protruding well	Nellis AFB area Nellis Well No. 4		Wellhead and pad show 4 in. of protrusion.
7	Protruding well	City of North Las Vegas LVVWD Well No. 57	As of 1978	2.5 ft. protrusion of casing; well abandoned.
8	Warping of railroad tracks	UPRR at Owens Ave.	1961	5 in. gradual displacement; 6 in. rapid displacement associated with fissuring.

Map ID	Type of Damage	Location	Date of Occurrence	Remarks
9	Damaged house	Harrison and Owens	1961	2 in. rupture in house believed result of fissuring.
10	Damaged house	Near Craig Ranch near Country Club	Unknown	Reportly large separation
11	Damaged house	Twin Lakes Drive between Bonanza Rd. and Washington Ave.	Pre 1974	Two residences damaged; extent of damage unknown; online with fissures from LVVWD well field.
12	Damaged house	Adams St at Las Vegas Blvd.	Pre 1963	Result of movement on scarp III.
13	Popped windows, cracked driveways, broken curbs	Twin Lakes Drive area	Pre 1965	Attributed to movement on scarp II.
14	Cracked pavement and curbs	Between Owens and Harrison Aves. And A and B Sts.	Pre 1970	Accompanied renewed fissuring.
15	Cracked pavement	Commerce St. near Losee Well	Pre 1971	
16	Cracked pavement	Craig Rd. near Nellis AFB well filed	Unknown	
17	Cracked asphalt in playground	Gilbert School in North Las Vegas	Unknown	Occurs where fissure extends beneath pavement.
	Well failures	Strip area	1970- 1974	At least two failures due to sheared casing.
18	Damaged wells	Northwest of North Las Vegas Airport	1974- 1976	15 claims or complaints of: decreased productivity, turpid or sandy water, and deformation of casing.
19	Ruptured water mains; damaged pavement	Charleston Blvd at Maryland Pkwy.	1964	$10,000 damage reportly related to movement on scarp III.
20	Ruptured water main	Highland Ave at Hastings Ave.	1964	$2,000 damage
21	Ruptured water main	1626 Thelma Ln	1964	$1,500 damage
22	Ruptured water main	12th St between Bonneville and Clark Aves.	1964	$1,500 damage
23	Ruptured water main	1128 Francis Ave	1964	$14,000 damage
24	Ruptured water main	400 E. Garces Ave	1964	$12,000 damage
25	Ruptured water mains	Near Owens Ave and UPRR	1961	Related to fissuring

Map ID	Type of Damage	Location	Date of Occurrence	Remarks
26	Warped sewage line	Charleston Blvd. Between Eastern Ave. and Pecos Rd.	Unknown	Differential movement attributed to land subsidence; lowered flow gradient required construction of new line.
27	Ruptured gas line	Washington Ave near Twin Lakes Dr.	Unknown	Two reported breaks attributed to movement on scarp II.
28	Ruptured swimming pool	Near Commerce St. and Losee Rd.	Unknown	Concrete pool back rotated and cracked; attributed to movement on scarp III.
29	Buckled drainage channel	In Flamingo Wash	1974	

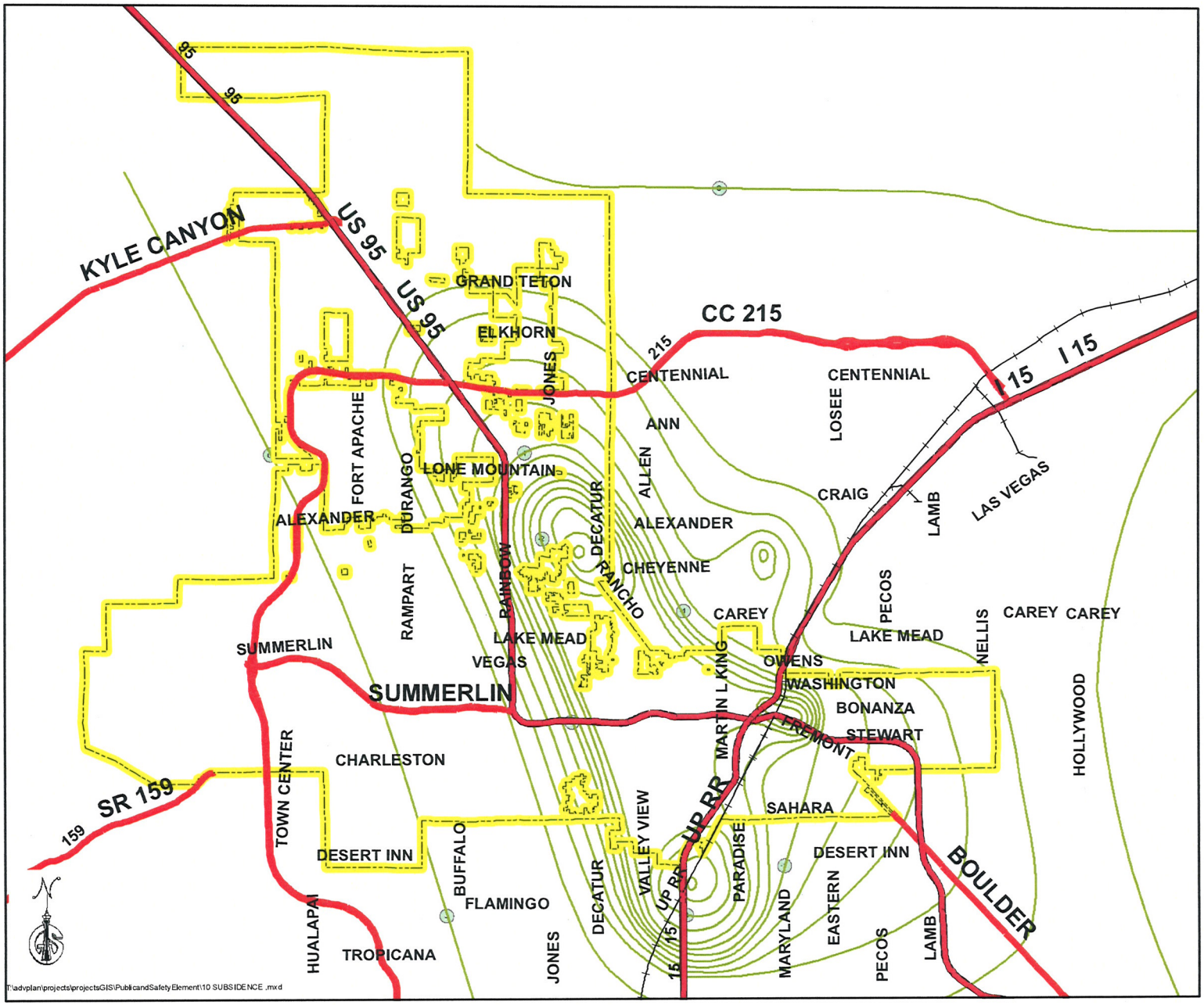
Source: Appendix, 1992 City of Las Vegas General Plan

Parallel to this update, the NBMG is spearheading an integrated modeling research project within the University System, known as Subsidence Modeling and Prediction. **Map 10** shows those areas most susceptible to subsidence. Emphasis is on the poorly understood phenomenon of horizontal movement and related fissuring. Participants in the study intend to establish a reliable method of predicting fissure initiation and propagation.

It is important to understand the distinction between "fault movement" and "fissure movement". Fault movement is associated with the release of natural forces, while fissure movement is associated with hydraulically driven forces associated with groundwater withdrawal. Fissures tend to occur near faults for very good reasons, but what causes fissure movement is very different from what causes fault movement. Thus, one can understand why exploring the causes of groundwater withdrawal related fissures and possibly discovering a method of making accurate predictions about when and where they should occur is very important in the Las Vegas Valley. The results of the study should provide a significant management tool for government agencies, public utilities and private industry in order to avoid or mitigate the potential hazards of subsidence.

According to ongoing analysis, subsidence is continuing at a rate similar to that found during the 1950s and 1960s when pumping of groundwater was at its peak. However, the magnitude and location of the subsidence effects varies according to the hydraulic connection between geologic strata underlying areas of groundwater withdrawal. Coarse grain deposits (sand and gravel) are less susceptible to vertical compaction and recover well when recharged. In contrast, fine-grain deposits (silts and clays) are highly compressible and are not as likely to recover from groundwater withdrawal when recharge begins. Soil samples taken from basin-fill sediments show that the most compressible deposits are located in the center of the Las Vegas valley basin near the city of Las Vegas (**Map 11**). The Subsidence Modeling and Prediction research plan mentioned above should help identify those areas susceptible to subsidence.

Map 10 also shows areas of the Las Vegas Valley that have experienced land subsidence due to the effects of groundwater withdrawal. Consequences of the valley floor sinking include evidence of new fissuring and possible spreading of existing faults and fissures. In most cases, these were originally caused by a combination of tectonic activity and the natural dewatering and subsequent compaction of basin-fill sediments during the warm, dry Pleistocene interglacial period.



MAP 9

City of Las Vegas

Subsidence Potential

Contour

Contour interval: 0.5 ft
except for 0.1 ft contour.
All contours are approximately located.

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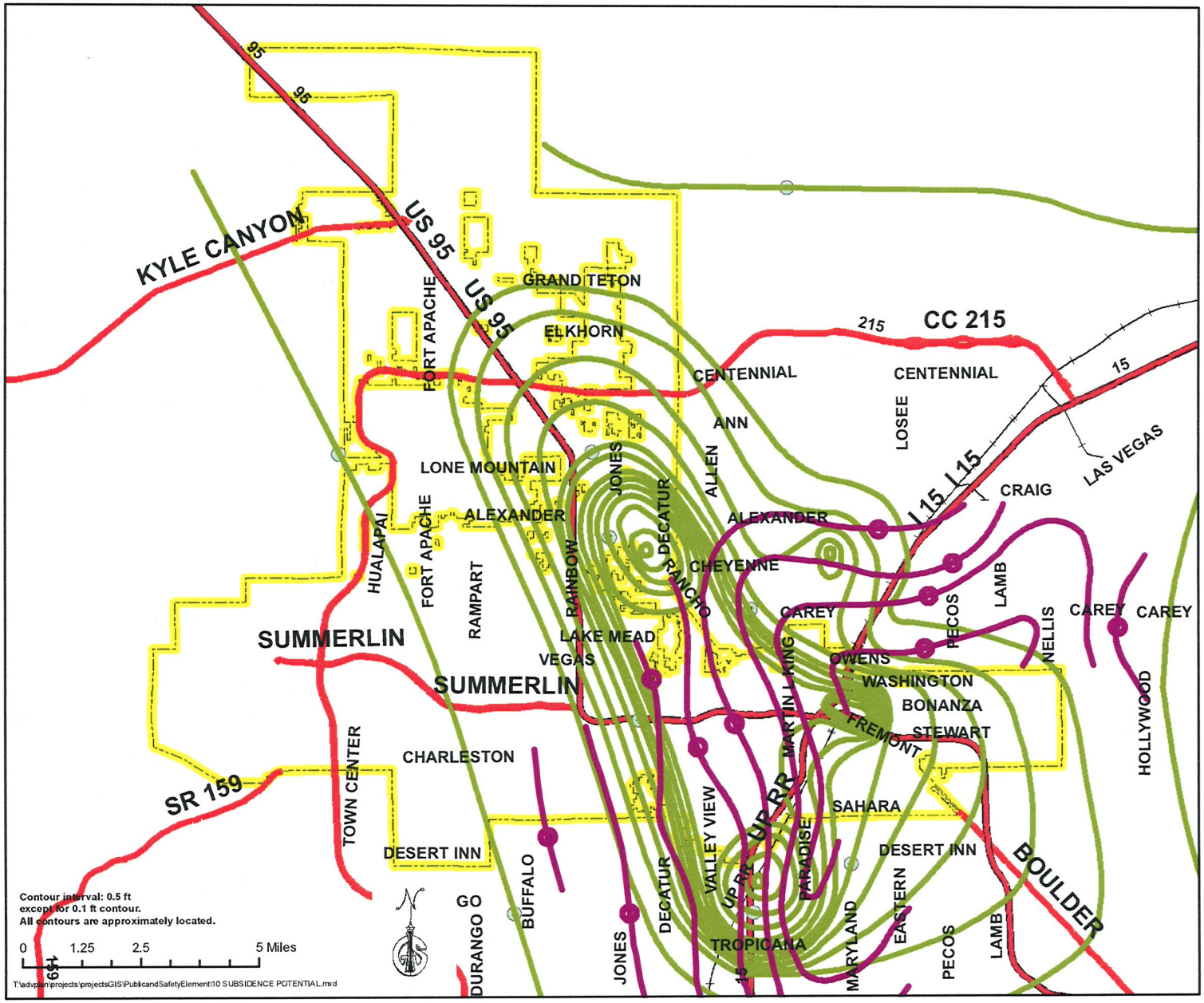

MAP 10

City of Las Vegas

Subsidence/Soil Compressibility

Land Subsidence
(Contour Interval 0.2 ft)

Soil Compressibility
(Contour Interval 0.2ft)

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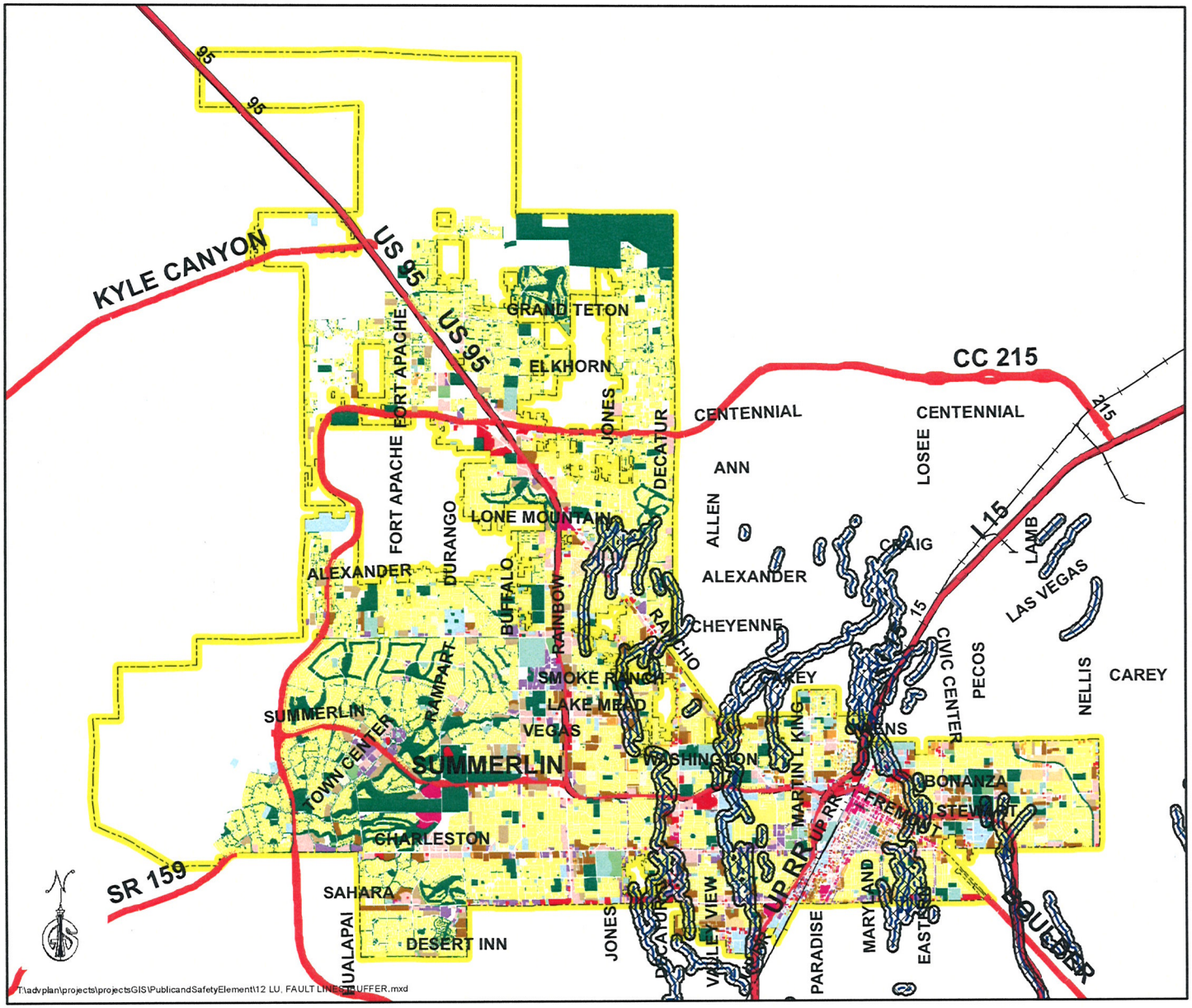

MAP 11

City of Las Vegas

EXISTING LAND USE with Fault Lines

- Single Family
- Mobile Home
- Duplex
- Townhouse
- Condominium
- Apartment
- Group Quarters Facility
- School/Park/Open Space
- Non-Profit Organization
- Tourist Commercial
- Office
- Service Commercial
- General Commercial
- Ind/Comm/Trans/Utility
- Fault Lines
- 500 foot Buffer

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Not all damage of this nature is caused by groundwater withdrawal, however. According to geologists and building officials there are localized problems associated with different types of soils and sometimes poor construction techniques. Updates of the 1981 subsidence report should contain a more thorough analysis of these differences. In the meantime, some governmental entities have initiated a policy that discourages the building of structures on land already documented as a subsidence area. For example, the Clark County School District currently rejects new school site locations if they are located in areas where subsidence damage has occurred in the past. Sites located on or near fissures caused by groundwater withdrawal would be expensive to build on and maintenance costs could be higher over time due to the resulting structural changes in the building. The Las Vegas office of the Department of Housing and Urban Development issued new guidelines requiring anyone building within 500 feet of a mapped fissure or fault to perform a geotechnical study as a condition for receiving federal assistance (**Map 11**). The City of Las Vegas Department of Public Works presently requires a soils investigation on any new construction and depending on the outcome of that report construction recommendations will be stipulated.

SUMMARY

The subsidence problem will continue to occur as long as groundwater withdrawal exceeds annual recharge, natural or injected. The most damaging result will be the spreading of existing fissures and the likely formation of new ones. These phenomena will make such things as the enforcement of adequate construction regulations necessary. It will also require consideration of land use density restrictions on susceptible geographic areas. The NBMG study referenced above should be used by the City of Las Vegas to map high hazard areas. Then, policy can be made regarding the safe use of the land.

Seismic activity in the Las Vegas Valley has had significance in a geologic sense and in geologic time. Current building practices have been adequate to withstand seismic activity both man-induced through nuclear testing and natural from earthquakes. Research intending to update local seismic information may result in more stringent building standards. The pivotal issue in the valley is dealing with certain geologic deposits that are susceptible to horizontal movement and fissuring that may cause structural damage to buildings. Efforts to stabilize groundwater withdrawal practices should be prioritized locally and through State level legislation.

ISSUES

Existing in the Las Vegas Valley are soil and geologic conditions that are susceptible to subsidence problems. Continued withdrawal of groundwater in excess of annual recharge contributes substantially to the subsidence problem. In order to mitigate this phenomenon, efforts to stabilize groundwater withdrawal practices should have higher priority locally than through State level legislation. In the meantime, research, conducted and coordinated by an interagency body such as the Southern Nevada Regional Planning Coalition, will be funded that should develop prediction methods (especially of fissuring events) and continue to update data that can be used to determine development opportunities and constraints due to geologic hazards such as seismic hazards, collapsible soils, subsidence and related groundwater management practices in the Las Vegas Valley.

GOAL, OBJECTIVES, POLICIES AND PROGRAMS

Goal: The City should participate in the protection of the environmental quality of the Las Vegas valley and to promote the conservation of our natural resources.

Objective 5A: The City should preserve life and property from geologic hazards such as seismic hazards, subsidence and related groundwater management practices, and poor soil conditions such as

collapsible soils.

Policy 5A1: Building and Safety should continue the review of building plans for geologic hazards, i.e., collapsible soils, faults and fissuring, and subsidence.

Program 5A1.1: Public Works and Information Technologies should continue to maintain and periodically update maps of documented areas of collapsible soils, subsidence, faulting and fissuring with the latest data available from research.

Policy 5A2: In cooperation with neighboring agencies, the City should develop a policy which shall include, but not be limited to, discouraging development where seismic problems cannot be mitigated, and prepare land use amendments to properly reclassify areas.

Program 5A2.1: As part of development review, the Planning and Development Department should review applications in terms of seismic problems.

Program 5A2.2 If it is determined that there are areas in the city where seismic problems cannot be mitigated the City shall amend the Land Use Plan to prevent development.

Policy 5A3: The city should make available, to the public, information concerning documented areas of seismic hazard, subsidence, and poor soil conditions.

NOISE HAZARD SAFETY

The purpose of this section of the Safety & Seismic Safety Element is to protect people living and working in the city of Las Vegas from an excessive noise environment. Through advance planning and shared responsibility, city government and developers, working cooperatively with Federal and State governments, can plan, design, and construct new development projects and roadways that minimize the adverse effects of noise on the environment. This section details the maximum acceptable levels of noise per Policy 7.3.4 of the Las Vegas 2020 Master Plan.

INTRODUCTION

Noise in excessive levels can affect our environment and our quality of life. Noise is subjective since it is dependent on the listener's reaction, the time of day, distance between source and receptor, and its tonal characteristics. Studies have shown that excessive noise can have adverse physiological and psychological effects. Extreme levels can cause pain and hearing loss. Continuous exposure to low-level noise can have such insidious, long-term effects as raising blood pressure, lessening the quality of sleep, or inhibiting children's ability to learn.

The Noise Hazard Safety Section provides goals and policies to guide compatible land uses and the incorporation of noise attenuation measures for new uses to protect people living and working in the city from an excessive noise environment. This purpose becomes more relevant as the city continues to grow with infill and mixed-use development consistent with the Land Use and Rural Preservation Neighborhood Element.

Guidelines developed by several federal agencies including the Federal Highway Administration, the Federal Aviation Administration, the Environmental Protection Agency and the Department of Housing and Urban Development stipulate that residential land use sound levels not exceed 45-55 decibels. Schools, hospitals, lodging, and certain recreational facilities are "noise sensitive uses" which should be protected from a variety of environmental and public problems.

The decibel (dB) is a unit for measuring the volume of sound. A rating scale, dB (A), was devised to measure sound relative to the sensitivity of the human ear. The dB (A) scale is logarithmic so an increase on ten decibels is a tenfold increase in sound energy. However, measuring sound does not necessarily determine what actually constitutes noise on a community level. The Day-Night Average Sound Level (Ldn) scale is a sound measurement technology that was developed to measure cumulative noise exposure in the community over the twenty-four hour day (Leq). The Environmental Protection Agency recommends outdoor Ldn noise levels of 55 dB or lower and indoor levels of 45 dB or lowers in residential areas with outdoor space, rural areas, and hospitals.

The city will use the Land Use – Noise Compatibility Guidelines shown on Table 3 for evaluating land use noise compatibility when reviewing proposed land use development projects. A "compatible" land use indicates that standard construction methods will sufficiently attenuate exterior noise to an acceptable indoor noise level and people can carry out outdoor activities with essentially no noise interference. In general, evaluation of land use that falls into the "conditional compatible" noise environment should include consideration of the type of noise source, the sensitivity of the noise receptor, and the degree to which the noise source may interfere with speech, sleep, or other activities characteristic of the land use. Structures must be capable of attenuating exterior noise to an acceptable indoor noise level. For land uses indicated as incompatible, new construction should generally not be undertaken. Due to severe noise interference, outdoor activities are unacceptable and for structures, extensive mitigation techniques are required to make the indoor environment acceptable.

DRAFT

Table 3: Land Use – Noise Compatibility Guidelines

Land Use Category	Exterior Noise Exposure (dBA CNEL)				
	60	65	70	75	80
Open Space and Parks and Recreational					
Community & Neighborhood Parks; Open Space; Natural Resources Preservation; Park Maintenance Facilities					
Outdoor Spectator Sports, Golf Courses; Athletic Fields; Outdoor Spectator Sports, Water Recreational Facilities; Horse Stables					
Agricultural					
Crop Raising & Farming; Aquaculture, Dairies; Horticulture Nurseries & Greenhouses; Animal Raising, Maintain & Keeping; Commercial Stables					
Residential					
Single Units; Mobile Homes; Senior Housing		45			
Multiple Units; Mixed Use Commercial/Residential; Live Work.		45	45	45	
Institutional					
Hospitals; Nursing Facilities; Intermediate Care Facilities; Educational Facilities; Libraries; Museums; Places of Worship; Child Care Facilities		45			
Cemeteries					
Sales					
Building Supplies/Equipment; Food, beverage & Groceries; Pets & Pet Supplies; Sundries, Pharmaceutical, & Convenience Sales; Wearing Apparel & Accessories			50	50	
Commercial Services					
Building Services; Business Support; Eating & Drinking; Financial Institutions; Assembly & Entertainment; Radio & Television Studios; Golf Courses			50	50	
Visitor Accommodations		45	45	45	
Offices					
Business & Professional; Government; medical, Dental & health Practitioner; Regional & Corporate Headquarters			50		
Vehicle and Vehicular Equipment Sales and Services Use					
Commercial or Personal Vehicle Repair & Maintenance; Commercial or Personal Vehicle Sales & Rentals; Vehicle Equipment & Supplies Sales & Rentals			50	50	
Wholesale, Distribution, Storage Use Category					
Equipment & Materials Storage Yards; Moving & Storage Facilities; Warehouse; Wholesale Distribution; Mining & Extractive Industries				50	50
Industrial					
Heavy Manufacturing; Light Manufacturing; Marine Industry; Research & Development; Trucking & Transportation Terminals				50	50

Source: City of San Diego Noise Element May 2006

Table 4: Land Use Compatibility

	Compatible	**Indoor Uses**	Standard construction methods should sufficiently attenuate exterior noise to an acceptable indoor noise level.
		Outdoor Uses	Activities associated with the land use may be carried out.
	Conditionally Compatible	**Indoor Uses**	Building structure must attenuate exterior noise to the indoor noise level indicated by the number for occupied areas.
		Outdoor Uses	Feasible noise mitigate techniques should be analyzed and incorporated to make the outdoor activities acceptable.
	Incompatible	**Indoor Uses**	New construction should generally not be undertaken, extensive mitigation techniques are required to make the indoor environment acceptable for activities.
		Outdoor Uses	Severe noise interference makes outdoor activities unacceptable.

EFFECTS OF NOISE

Community or neighborhood noise is emitted from a variety of sources including roadway, rail and air traffic and industrial, construction, and neighborhood activities. The health consequences of harmful levels of noise can be significant, including hearing impairment and loss, interference with speech communication, disturbance of rest and sleep, as well as the potential for physiological, mental-health and performance effects. It has been shown, mainly for workers and children, that noise can adversely affect performance of cognitive tasks. Although noise-induced arousal may produce better performance when doing simple tasks, cognitive performance substantially decreases for more complex tasks. Tasks such as reading, problem solving and memorization are among the cognitive activities most strongly affected by noise (WHO 1999). In addition to these health effects, noise can be an annoyance and interfere with one's day-to-day activities. Table 5 below shows the average sound levels, in decibels, of typical noise sources. Hearing impairment or loss can occur at decibel levels of about 70.

Table 5: Common Outdoor and Indoor Noises

Outdoor Noises	Indoor Noises	Sound Pressures (uPa)	Sound Pressure Levels (dB)
Jet Flyover at 300m	**Rock Band at 5m**	**6,324,555**	**110**
Gas Lawn Mower at 1m	**Inside Subway Train**	**2,000,000**	**100**
Noisy Urban Daytime	**Garbage Disposal at 1m**	**200,000**	**80**
Gas Lawn Mower at 30m	**Normal Speech at 1m**	**63,246**	**70**
Quiet Urban Daytime	**Dishwasher Next Room**	**6,325**	**50**
Quiet Urban Nighttime	**Small Theatre**	**2,000**	**40**
Quiet Rural Nighttime	**Bedroom at night**	**632**	**30**

Source: Corbusier 2003

The Federal Noise Control Act of 1972 (NCA) was established "to promote an environment for all Americans free from noise that jeopardizes their public health and welfare." The NCA provides for a division of powers between the federal, state and local governments. In the past, the Environmental Protection Agency (EPA) coordinated all federal noise control activities through its Office of Noise Abatement and Control; however, in 1982, the EPA officially shifted the primary responsibility of regulating noise to state and local governments. Exceptions include transportation noise sources including aircraft and railroad operations and commercial motor vehicle traffic involved in interstate transport, which have some federal oversight (U.S. EPA 2007).

The Federal Railroad Administration (FRA), which regulates rail safety, requires trains to sound horns when approaching all intersections, regardless of time of day. While the FRA has studied the possibility of eliminating the need for horns at intersections with full quadrant gates (gates constructed so cars are unable to drive around them), at this point no action in that direction has been taken. The only currently acceptable way to eliminate the sounding of the horns is for a pass-through over or under pass.

NOISE MITIGATION METHODS

The major sources of noise in the City are from roadways, aircraft and the railroad. Several methods can be employed to protect the public from these noises and their effects. Guiding the location of noisy activities can be accomplished through the zoning process. Other noise problems can be ameliorated by construction and design measures. Open space buffers, berm and barrier construction; placement of non-sensitive uses to buffer sensitive uses; and proper building orientation, layout and construction are a few methods that can be used to minimize noise effects. Furthermore, evaluation of potential noise conflicts with new or expanded transportation facilities, such as airports and roadways, can incorporate noise mitigation measures in the design. Prohibiting nuisance noise is detailed in Chapter 9.16 of the Municipal Code.

ISSUES

A. Motor Vehicle Traffic Noise

Motor vehicle traffic noise is ubiquitous within the city. Excessive noise levels along major roads, interstate freeways, and state highways affect much of the urban environment. Traffic noise level is dependent upon volume, speed, flow, vehicle mix, and pavement condition as well as distance to the receptor. The city has no control over the noise generated by vehicular traffic on state freeways and highways. For these and more appropriately for city-controlled major roads, the city can, however, influence daily traffic volumes and reduce peak-hour traffic by promoting alternative transportation modes and integration of mixed-use infill development. In addition, local roadway design features and traffic management and calming techniques can minimize noise from traffic speed and frequent vehicle acceleration and deceleration, and innovative roadway paving material can further reduce traffic noise. Future use of hybrid transit buses could help to reduce noise along mixed-use transit corridors. For noise-sensitive land uses adjacent to freeways and highways, these uses should be buffered from excessive noise levels by intervening, less sensitive, industrial-commercial uses or shielded by sound walls or landscaped berms.

B. Train Noise

Daily traffic from freight train operations produces noise that may disrupt adjacent noise-sensitive uses. Trains can generate high, yet relatively brief, intermittent noise events. The interaction of the steel wheels and rails is a major component of train noise. Factors that influence the overall rail noise include the train speed, train horns, type of engine, track conditions, use of concrete cross ties and welded track, the intermittent nature of train events, time of day, and sound walls or other barriers.

The Federal Railroad Administration (FRA), which regulates rail safety, requires trains to sound horns when approaching all intersections, regardless of time of day. While the FRA has studied the possibility of eliminating the need for horns at intersections with full quadrant gates (gates constructed so cars are unable to drive around them), at this point no action in that direction has been taken. The only currently acceptable way to eliminate the sounding of the horns is for a pass-through over or under pass.

Within the city, at grade crossing is only located at Union Pacific Railroad and Wyoming Avenue. Given the traffic count on Wyoming Avenue at the rail crossing (18,000 ADT), and its proximity to residential development at Oakey Boulevard and Martin L. King Boulevard, the city should begin to explore the possibility of creating a grade-separated crossing at this location.

C. Aircraft Noise

Aircraft noise primarily affects communities within an airport influence area. The noise impact or the perceived annoyance depends upon the noise volume, length of the noise event and the time of day. In general, aircraft noise varies with the type and size of the aircraft, the power the aircraft is using, and the altitude or distance of the aircraft from the receptor. Another variable affecting the overall impact of noise is a perceived increase in aircraft noise at night.

Federal Aviation Regulation, Part 150, Airport Noise Compatibility Planning, is the primary Federal regulation guiding and controlling planning for aviation noise compatibility around airports. This regulation establishes the 65-dBA CNEL as the boundary for the normally acceptable level of aircraft noise for noise-sensitive land uses including residential uses near airports. **Map 12** indicates that there are no areas within the City exposed to noise levels of 65 dBA CNEL or greater.

It should also be noted that there are several approved heliports within the City. The noise levels associated with operations at a heliport depend upon the flight path, the helicopter types used, the number of operations, and the time of day (**Map 13**). Helicopter activity from military, private, police, fire/rescue, medical, and news/traffic monitoring helicopters contribute to the general noise environment in the city. In particular, low-flying helicopters are a source of noise complaints in the city, especially at night.

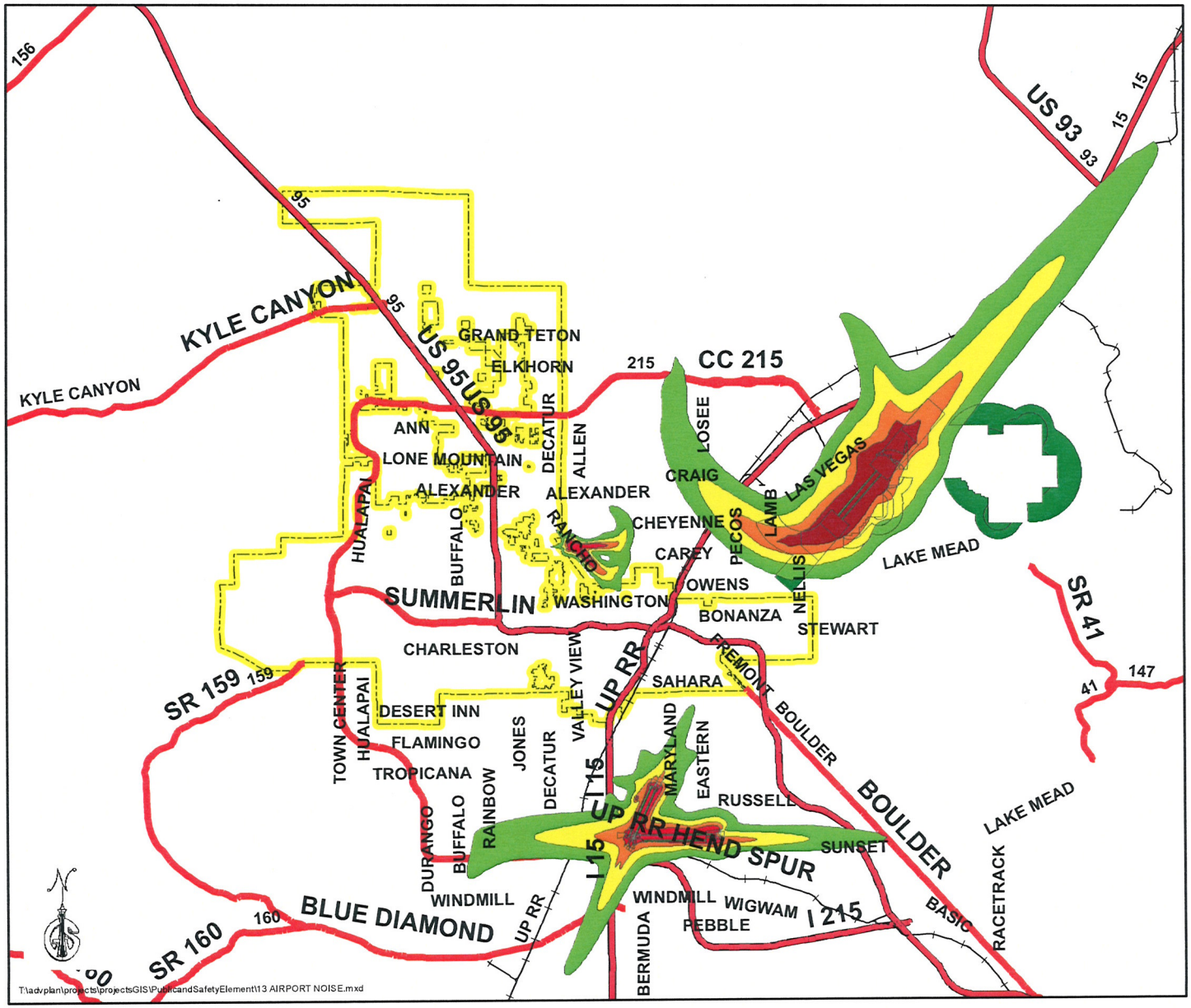
GOALS, OBJECTIVES, AND POLICIES

Goal: The City should minimize the adverse effects of noise through proper land use planning.

Objective 6A: The City should work to reduce unacceptable community noise levels.

Policy 6A1: Ensure that new development can be made compatible with the noise environment by using noise/land use compatibility standards.

Policy 6A2: The City should adopt an ordinance that mandates that exterior



MAP 12

City of Las Vegas

Airport Noise Exposure

Day-Night Average Sound Level (Ldn) in Decibels

- 0
- 60
- 65
- 70
- 75
- 80

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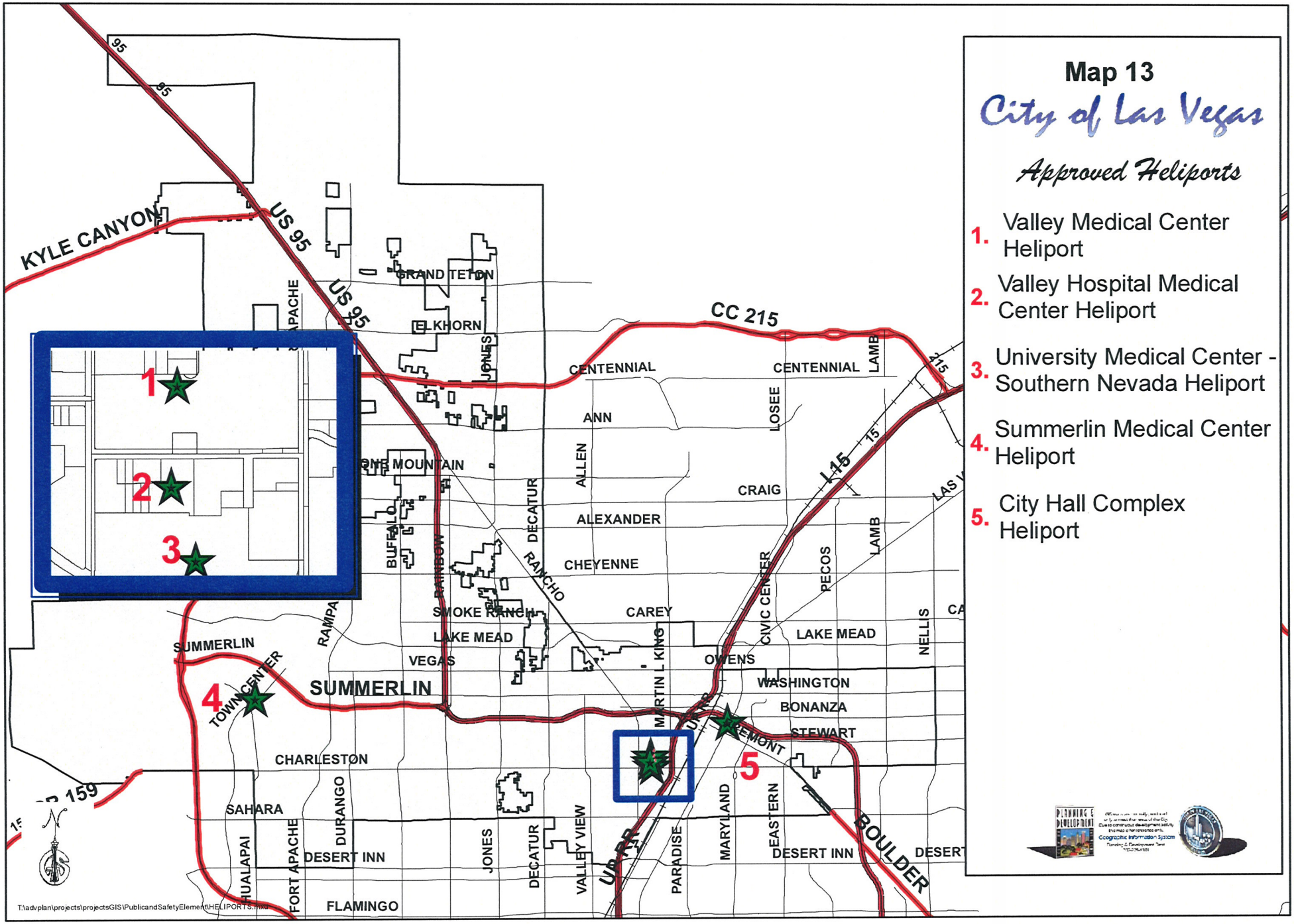
Map 13
City of Las Vegas
Approved Heliports
1. Valley Medical Center Heliport
2. Valley Hospital Medical Center Heliport
3. University Medical Center - Southern Nevada Heliport
4. Summerlin Medical Center Heliport
5. City Hall Complex Heliport
KYLE CANYON
US 95
CC 215
GRAND TETON
ELKHORN
CENTENNIAL
ANN
LOSEE
LAMB
ALLEN
DECATUR
CRAIG
ALEXANDER
CHEYENNE
RANCHO
RAINBOW
BUFFALO
SMOKE RANCH
CAREY
LAKE MEAD
VEGAS
SUMMERLIN
RAMPA
TOWN CENTER
CIVIC CENTER
PECOS
NELLIS
OWENS
WASHINGTON
BONANZA
STEWART
CHARLESTON
SAHARA
DURANGO
FORT APACHE
TUALAPAI
DESERT INN
JONES
VALLEY VIEW
PARADISE
MARYLAND
EASTERN
BOULDER
FLAMINGO
MARTIN L KING
I-15
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T:\advplan\projects\projectsGIS\PublicandSafetyElement\HELIPORTS.mxd

noise levels of 55 dB and interior noise levels of 45 dB as the noise limits for residential, public and quasi-public uses in the City of Las Vegas.

Policy 6A3: Require the inclusion of noise-reducing design features in development and reuse/revitalization projects to address the impact of noise on residential development.

Objective 6B: Minimize transportation-related noise impacts.

Policy 6B1: The City should seek funding to install an overpass at the intersection of Wyoming Avenue and the Union Pacific Railroad crossing. This would eliminate the requirement for trains to blow their horns at each passing.

Policy 6B2: The City should support the use of landscaping and sound walls as a means to buffer transportation corridors.

Policy 6B3: The Department of Public Works and other applicable agencies and departments should support the use of transportation technologies that minimize vehicular noise along freeways and nearby airports.

Policy 6B4: Control truck traffic routing to reduce transportation-related noise impacts on sensitive uses.

HAZARDOUS MATERIAL SAFETY

The purpose of this section of the Safety and Seismic Safety Plan is to explain how the services of the City of Las Vegas will be incorporated in the accomplishment of public safety in a comprehensive manner as it relates to hazardous materials, particularly high level nuclear waste. Discussion will detail how the City of Las Vegas should coordinate with other agencies on matters concerning hazardous materials per Policy 7.3.2 and 7.3.8 of the Las Vegas 2020 Master Plan.

INTRODUCTION

Hazardous materials are a part of modern life. When properly managed, their potential to harm people and the environment can be minimized. This is done through limiting and regulating the transportation, distribution, storage, use, and disposal of hazardous materials within the community.

The citizens also have a responsibility in the management of hazardous materials. Used motor oil and many common household cleaning and pest control products can negatively impact the environment when they are dumped on the soil or put into landfills. Disposal of hazardous materials is an individual responsibility and collection of hazardous house wastes can be coordinated with the local bulk waste disposal management company. Recycling or disposal of such materials helps reduce groundwater contamination.

The term "hazardous materials" encompasses a large number of substances, including toxic metals, chemicals, and gases; flammable and / or explosive liquids, solids, and gases; erosive materials; infectious substances; and radioactive materials. The transport, distribution, storage, use, and disposal of materials are of extreme concern to the community. There is a potential for catastrophe as well as the pollution of the environment. Of general concern to the Las Vegas valley, and the city of Las Vegas in particular, is the potential of transportation of radioactive waste through the City to the proposed repository at Yucca Mountain, not to mention the potential to impact communities across the nation.

THE RADIOACTIVE WASTE ISSUE: THE CITY'S POSITION

In July 2009, the Federal Government removed all funding in the FY 2011 budget for proceeding with the Nuclear Regulatory Commission (NRC) license application review of a proposed high-level nuclear waste repository site at Yucca Mountain. However, it is important to note that killing the project outright would require an act of Congress to change the Nuclear Waste Policy Act. Until that happens, the project could be restarted if the Federal Government decides to fund it again.

Therefore, in light of issues such as:

- Yucca Mountain is the preferred high-level nuclear waste repository site,
- the waste that will be stored at the repository is potentially extremely dangerous, and
- accidents are possible while the waste is in transit,

the city of Las Vegas has been compelled to make its position clear about the transport of radioactive waste through the City.

On September 6, 2000 the Mayor and City Council of the city of Las Vegas adopted a resolution (R-85-2000) that opposes all legislation that would require or allow the transportation of radioactive waste near or through the city. By the resolution, the city maintains that such waste should be stored at the sites where the waste is generated and the funding that is focused on Nevada as being the only storage option should be shifted to the task of finding a scientifically defensible and publicly acceptable method of disposal. Through the resolution, the Mayor and Council, because of their opposition of legislation that would allow the transportation, storage, or production of high-level nuclear waste, has designated the city of Las Vegas as a Nuclear Free Zone.

This section will review the facts about how highly radioactive waste is generated, the plans for transporting the waste, and how the waste is to be stored. If Yucca Mountain is ever selected as the repository of high level nuclear waste this section will provide long-term policy, objectives, and programs for the city's role in this sensitive issue.

IMPACTS OF NUCLEAR WASTE TRANSPORT

Studies by the State of Nevada[10] and the Department of Energy (DOE) indicate that 43 states would be directly impacted by thousands of spent nuclear fuel and high-level radioactive wastes shipments to Yucca Mountain. At least 109 cities with populations over 100,000 plus thousands of smaller communities could be affected by such shipments.

The many uncertainties surrounding the transportation of nuclear waste to a repository make it extremely difficult to assess potential impacts and plan for contingencies. DOE and the nuclear industry point to the past history of spent nuclear fuel shipments as an indication of the inherent safety of this type of transport activity. While it is true that, since 1962, there have been no radioactive releases as a result of transportation accidents, the amount of waste shipped to the repository in the first full year of operations alone will exceed the total amount shipped in the United States for the past 30 years. In addition, the distances over which spent nuclear fuel and high-level radioactive wastes would have to be shipped will be much greater for future repository shipments than for past shipments. Past shipments of nuclear waste have often been shorter-distance transfers of spent nuclear fuel from one utility location to another.

The State of Nevada has been examining transportation issues associated with the proposed repository for over 10 years. As a result of the State's work, a number of unresolved safety issues have been identified. These will be discussed in detail in the following pages.

ISSUES ON NUCLEAR WASTE

1. Transportation Feasibility and Risks
   The way in which waste is shipped is an area of uncertainty. DOE believes it would be safer to ship waste by rail, since rail shipments could be larger, carry more waste and ultimately require fewer numbers of shipments. However, a number of reactor sites, where waste is currently generated, do not have rail access or are not capable of handling large rail casks.

   To date, DOE has identified three potential rail spur routes in Nevada. Detailed analysis has been performed on only one, and DOE has no plans to study the others in more detail anytime in the near future. The route DOE has studied would require the construction of 360 miles of new track from the Union Pacific main line near Caliente, NV along a roundabout route to Yucca Mountain. The cost would be between $1 billion and $1.4 billion (in 1990 dollars). DOE's own analysis indicates there would be significant engineering challenges and, because of environmental hurdles involved with this spur construction, would have to undergo detailed and lengthy environmental reviews under the National Environmental Policy Act (NEPA).

   All of the other possible rail spur options identified by DOE have similar problems, and it is questionable whether rail access can be provided or whether Congress will appropriate the funds needed for an exceedingly expensive and potentially controversial rail line when highway access is presently available.

   Legislation currently before Congress would require DOE to use an intermodal system of spent nuclear fuel and high-level radioactive wastes transportation to Yucca Mountain or an interim storage site. This would entail the shipment of wastes in large containers by rail to eastern Nevada, and then transferring the canisters to very large "heavy haul" trucks for the trip to Yucca Mountain. Such transport poses new problems, including interference with routine traffic on existing state and U.S. highways, possible weather related problems and risks for large heavy haul vehicles in the winter months, added risks associated with extra handling and long distance truck transport, susceptibility to terrorist attack, and other problems.

2. Highway Transport Risks
   Without rail access to Yucca Mountain or some form of intermodal transfer system, all waste would have to be shipped by truck along the nation's interstate highways or alternative routes designated by states. This creates the possibility that between 35,000 and 100,000 shipments, during the 25-year emplacement phase of the proposed repository will be required through urbanized areas.

   Under present federal routing requirements for spent nuclear fuel and high-level radioactive wastes materials, most of these shipments would be routed through heavily populated areas of major U.S. cities. Under federal regulations, alternative routes could be designated by the states, but any alternative route designations would involve tradeoffs in terms of risk to population centers in contrast to those risks associated with the use of longer routes on two lane highways over difficult terrain and through rural communities. Actions by states to designate alternative routes are complicated by a recent court decision in New Mexico that could make state and local governments liable for loss of property values along designated shipping routes.

   Truck shipments in the numbers needed for moving waste to a repository from reactor sites around the nation would put nuclear waste trucks on the country's interstate highways in large numbers year round for almost three decades. Because of the numbers of shipments involved, the chances for accidents will

increase, and because the new casks will carry more waste per shipment, the consequences of a very severe accident could also increase.

3. Radiological Effects of Routine Shipments
One of the areas of concern in nuclear waste transportation is the exposure of waste handlers, drivers, and the general public to radiation even during routine (non-accident) conditions. Even though shipping containers are shielded and designed to reduce exposures to radiation from spent nuclear fuel or high-level radioactive wastes, federal regulations allow a low level of radiation to emanate from the casks. This level is not dangerous under normal conditions. Nevertheless, repeated and long-term exposure to these low levels of radiation can have health consequences that need to be monitored and managed.

The radiation level of the material within the containers remains high, even after ten years of cooling, and spent nuclear fuel emits dangerous levels of gamma and neutron radiation. A person standing one yard away from an unshielded spent nuclear fuel assembly could receive a lethal dose of radiation (about 500 rems) in less than three minutes. A 30 second exposure (about 85 rems) at the same distance could significantly increase the risk of cancer and/or genetic damage. Defense high-level waste, which contains even higher concentrations of gamma-emitting fission products, is similarly dangerous. The surface dose rate of spent nuclear fuel is so great (10,000 rem/hour or more), that shipping containers with enough shielding to completely contain all emissions would be too heavy to transport economically. Federal regulations allow shipping casks to emit 10 millirems/hour at 2 meters from the cask surface. This is equivalent to about one chest x-ray per hour of exposure.

Routine exposures become especially problematic in situations where the transport vehicle is caught in heavy traffic with cars and other vehicles in close proximity for extended periods. Routine exposures also are of concern when the cask vehicle is stopped for repair, fueling, inspections, etc.

The health effects of even low-level radiation are poorly understood. There is evidence that even small amounts of radiation can have long-term health implications. The potential effects of repeated exposures to large numbers of nuclear waste shipments along highways or railroads during the 25-year repository emplacement phase have not been adequately addressed and could have adverse health consequences for certain segments of the public.

4. Probability of Serious Accidents
Between 1957 and 1964, there were 11 transportation incidents and accidents involving spent nuclear fuel shipments by the US Atomic Energy Commission and its contractors. Several of these incidents resulted in radioactive releases requiring cleanup, including leakage from a rail cask in 1960 and leakage from a truck cask in 1962. There is no comparable data for the period from 1964 to 1970, when utility shipments to reprocessing facilities began. Between 1971 and 1990, there were six accidents and 47 incidents involving nuclear waste shipments. Three accidents (two truck, one rail) involved casks loaded with spent nuclear fuel. No radioactivity was released in these accidents. Most of the incidents involved excess radioactive contamination on cask surfaces, a result of the so-called "weeping" phenomena on casks loaded and unloaded in wet storage pools.

Based on the 1971-1990 accident data, DOE calculated accident and incident rates for commercial spent nuclear fuel shipments to a repository. For truck shipments, DOE calculated 0.7 accidents and 10.5 incidents per million shipment miles. For rail shipments, DOE calculated 9.7 accidents and 19.4 incidents per million shipment miles. Although the number of spent nuclear fuel shipments and accidents during these years was small, DOE compared these accident/incident rates to the general accident rates for large commercial truck and freight rail movements. The DOE concluded the general rates should be used in

repository transportation risk and impact studies. DOE recommended use of a truck accident rate of 0.7 - 3.0 accidents per million shipment miles and a rail accident rate of 11.9 accidents per million shipment miles.

An estimate of the number of accidents likely to occur during spent nuclear fuel shipments to a repository can be obtained by multiplying the anticipated accident rates by the anticipated cumulative shipment miles. If all spent nuclear fuel were to be shipped to the repository by truck in larger-capacity casks, requiring about 46,000 shipments and over 100 million shipment miles, between 70 and 310 accidents and over 1,000 incidents would be expected over the operating life of the repository. Under the DOE base case scenario (88% rail, 12% truck), about 50 to 260 accidents and 250 to 590 incidents would be expected.

While accidents severe enough to cause a failure of the transport cask, with a resulting release of radioactive material, are likely to be rare, the potential exists for serious accidents to occur. Transport containers for repository bound waste shipments have not yet been designed or built. Although Nevada and other states have been advocating it for ten years, DOE has not committed to full scale testing of the casks.

Both DOE and State of Nevada researchers have looked at the potential for a worst-case accident to occur. While there is disagreement over the specifics of a credible worst-case scenario, there is agreement that such an accident would involve the release of some of the radioactive material inside the shipping cask.

Spent nuclear fuel is both highly radioactive and thermally hot. Nuclear fission inside a reactor transforms a small percentage of the original uranium fuel into additional uranium isotopes, isotopes of plutonium and other transuranic elements, and fission products such as strontium-90 and cesium-137. Fission products, which account for most of the radioactivity in spent nuclear fuel during the first hundred years after removal from a reactor, emit both beta and gamma radiation. Reactor operations may also coat the exterior of the fuel rods with corrosion products, or "crud", containing radioactive isotopes of cobalt, nickel, and iron.

A typical ten-year old spent nuclear fuel assembly from a Pressurized Water Reactor (PWR) contains about 26,000 curies of strontium-90 (plus many thousands of curies of other dangerous isotopes). The strontium-90 in just one spent PWR assembly would be sufficient to contaminate twice the volume of water in Lake Mead (23 trillion gallons). While the strontium -90 and most of the other dangerous radionuclides are part of the solid pellets that make up the fuel, and therefore not easily dispersed, a severe accident or series of human errors could cause a release of fuel and/or crud particles mixed with smoke accompanying a fire. The airborne particles could then be inhaled or enter the soil and contaminate the food chain. There are other related isotopes that remain highly radioactive for decades are so hazardous that inhalation or ingestion of even amounts too small to be seen can lead to cancer, radiation-induced disease, and death.

A 1985 DOE contractor report concluded that a severe accident involving a single, current-generation rail cask could result in release of radioactive materials to the environment. The study assumed a severe impact followed by a massive fire fed by large quantities of fuel. According to the study, release of only a small fraction (1380 curies) of the cask's contents would be sufficient to contaminate a 42 square mile area. The costs of cleanup after such an accident would exceed $620 million, and the cleanup effort would require 460 days, if it occurred in a rural area. An alternative analysis by a DOE contractor estimated cleanup costs for the same rural accident ranging from $176 million to $19.4 billion, depending primarily upon post-accident soil concentrations of cobalt-60, cesium-134, and cesium-137, and upon regulatory requirements for disposal of the contaminated soil.

If a similar accident occurred in a typical urban area, the clean up would be considerably more expensive and time consuming. It is estimated that it would cost $9.5 billion just to raze and rebuild the most heavily contaminated square mile or so. Much more detailed studies are necessary to estimate accident cleanup costs for a specific urban location such as metropolitan Las Vegas.

The conditions under which a worst-case accident could occur are poorly understood. DOE places great faith in the design and performance of the shipping container to prevent such an occurrence. However, without full-scale testing, shipping cask performance is, of itself, an area of significant uncertainty. Moreover, new shipping cask designs create new opportunities for human error. The longer shipping distances required because of Yucca Mountain's location (more than 2,200 miles on average compare to 600 miles for past shipments) would create additional opportunities for equipment failures and human errors.

5. Shipping Cask Performance

The first line of defense against an accident involving the release of radioactive material is, in DOE's planning for repository shipments, the shipping container. Designed to be extremely rugged and to withstand severe accident conditions, these casks are intended to assure adequate containment of spent nuclear fuel and nuclear wastes as these are transported from the reactor to a repository. DOE and the nuclear industry point to a good (although not flawless) record of shipping spent nuclear fuel since 1964 as evidence that casks will perform as they are intended.

The State of Nevada's concerns regarding cask performance involve questions about the cask's ability to withstand severe accidents under projected shipment volume conditions, the adequacy of testing requirements, and implications of new cask designs.

While shipping casks are required to be licensed by the U.S. Nuclear Regulatory Commission (NRC), there is no requirement for the actual testing of full-scale casks to determine how they perform. A scaled down cask is required by NRC to be able to withstand, in succession, the following four tests: a drop from 30 feet onto an unyielding surface; a drop from 6 feet onto a spike (a puncture test); a 30 minute fire at 1425 degrees (F); and then a 30 minute submersion in three feet of water. The NRC allows cask designers to substitute scale-model (1/10 to scale) tests and computer simulations for full-scale design testing. Moreover, the NRC performance standards are based on hypothetical accident scenarios supported mainly by a technical study known as the Modal Study, prepared by Lawrence Livermore National Laboratory. The Modal Study's transportation assumptions are not relevant to DOE's Yucca Mountain transportation plans. Additionally, detailed case studies of recent truck and rail accidents have raised serious doubts about how well the NRC standards reflect real world accident conditions. This is particularly the issue regarding accidents involving high-speed impacts (over 55 miles per hour), long duration of accident conditions (up to several days) and high temperature (over 2000 degrees F) fires, and collisions with vehicles carrying high-energy explosives.

None of the spent nuclear fuel casks currently in use have been tested full-scale. The spectacular crash and burn films shown by DOE and the nuclear industry actually depict obsolete casks (withdrawn from service) being tested in the 1970s to validate computer models. Those tests were successful for that purpose, and also provided valuable insights into the importance of cask tie-down systems and other issues. The tests also demonstrated the vulnerability of lead gamma shielding to long duration fires and to multiple impacts. However, the tests were <u>not</u> intended to simulate worst-case accidents or to prove the overall safety of spent nuclear fuel shipments.

The casks that might be used in a repository shipping campaign are currently being designed. None of the

designs have yet been licensed or fabricated. Due to the planned increase of cask size, such casks are very likely to be markedly different from current casks. All of the new designs proposed by DOE would hold more fuel assemblies and be less heavily shielded (due to the age of the fuel to be shipped and weight considerations). How these casks will perform in real world accident situations is uncertain.

The new, larger transportation casks (100-125 tons each) being considered for future spent nuclear fuel shipments have the potential, if not properly loaded, to allow the fuel assemblies to go critical under certain conditions i.e., start a nuclear chain reaction that would cause a catastrophic temperature rise in the canister. The imperative for accurate and verified fuel loading calculations increases the potential for human error and thereby increases the risks and uncertainties associated with waste transport.

The use of such larger shipping containers raises questions about the adequacy of current NRC cask licensing regulations and about the appropriateness of these regulations for assuring these new and much larger canisters will be able to withstand real world accident conditions.

The State of Nevada, the Western Interstate Energy Board, the Western Governors' Association, and numerous other states and multi-state organizations have made detailed recommendations to DOE for full-scale cask testing to demonstrate compliance with the current NRC performance standards, reexamination of the adequacy of the NRC standards, and possible extra-regulatory testing to determine cask failure thresholds. To date, DOE has not implemented these recommendations and has no plans to test proposed new cask designs.

6. Waste Type and Volume

The issue of how much and what type of wastes would be shipped to a repository remain unclear. The first repository is currently limited by law to be no more than 70,000 metric tons of uranium (MTU). However, given the expected amount of spent nuclear fuel from currently operating reactors and defense high-level waste requiring disposal in a repository, more than 100,000 MTU of high-level radioactive wastes could be earmarked for the proposed Yucca Mountain repository. Additionally, an unknown amount of miscellaneous wastes could also be shipped to Yucca Mountain.

The volume and types of waste make a great deal of difference in terms of transportation operations and transportation risks. If all waste available for disposal in a repository is shipped to Yucca Mountain, the number of shipments increases significantly. Civilian spent nuclear fuel from nuclear power plants will be the largest source of high-level radioactive waste shipped to the repository. Under current law, with capacity limited to 70,000 MTU, DOE has reserved 90% of the repository capacity, or about 63,000 MTU, for civilian spent nuclear fuel. However, the currently operating nuclear power plants are projected to generate between 80,000 MTU and 85,000 MTU of civilian spent nuclear fuel by the year 2030. Since there are presently no plans for constructing a second repository, the Agency's planning studies assume that DOE will attempt to ship all civilian spent nuclear fuel to Yucca Mountain if the site is licensed. DOE-owned spent nuclear fuel, from foreign and domestic research reactors and from nuclear-powered naval vessels, will likely also be shipped to Yucca Mountain. This has implications for increased accident risks and routine exposures, and the need for heightened emergency preparedness.

The total amount of defense high-level radioactive wastes requiring geologic disposal is unknown. DOE has allocated 7,000 MTU of capacity at the repository (about 14,000 canisters) for high-level defense wastes. This waste has been generated at DOE weapons facilities at Hanford, Washington, Idaho Falls, Idaho, and Savannah River, South Carolina. Most of this waste is presently stored in liquid form in underground tanks. Prior to shipment, these wastes would be solidified in borosilicate glass logs inside stainless steel canisters. The total amount of such high-level radioactive wastes requiring disposal in a

repository has been estimated to be as high as 40,000 canisters, which is equivalent to 20,000 MTU of spent nuclear fuel. The shipping containers for these wastes have not been designed yet, but for planning purposes, DOE has assumed two canisters per truck cask and five canisters per rail cask. Shipment of 7,000 MTU of these high-level radioactive wastes would require 7,000 truckloads or 2,800 rail casks; shipment of 20,000 MTU would require 20,000 truckloads or 8,000 rail casks.

In addition to spent nuclear fuel and high-level radioactive wastes, a significant quantity of miscellaneous wastes will likely be shipped to a repository. These are transuranic wastes from commercial reactors and industrial facilities, radioactive cesium capsules used in commercial irradiation facilities, reactor decommissioning wastes, and wastes from routine nuclear power reactor operations which are too radioactive for disposal in low-level waste sites. No one knows for sure what will be the amount of these wastes or their transportation package capacities. In 1987, DOE estimated that these wastes could total between 12,100 and 20,600 cubic meters. Such an amount would be equivalent to between 12,100 and 20,600 canisters of defense high-level waste in volume.

7. Emergency Response
In the event of an accident or release of hazardous materials within the City of Las Vegas, the Department of Fire and Rescue would lead the response. All department emergency responders are trained to the hazardous materials first responder operations level, and an additional 45 members are certified Hazardous Materials (HazMat) Technicians and make up the HazMat team. They are all available for response 24 hours a day. Because of automatic and mutual aid agreements with Clark County, the city would also have the Clark County HazMat Team available as an additional resource, if needed.

GOAL, OBJECTIVES, POLICIES, AND PROGRAMS

Goal: The City should protect the community from the risks inherent in the use, storage, transportation, and handling of hazardous materials, recognizing that the use of such substances is an integral part of our society and economy.

Objective 8A. The City should require the safe storage, transportation, and disposal of hazardous materials.

Policy 8A1: The City should cooperate with other government agencies in the development of standards for the proper storage, transportation, and disposal of hazardous materials.

Program 8A1.2: Fire and Rescue, along with Clark County and the State of Nevada should continue the process of determining how a transportation incident could affect the city.

Policy 8A2: The City should support State and Federal legislation that strengthens safety requirements for the transportation of hazardous materials.

Program 8A2.1: The City should continue the adoption of new or revision of existing codes and ordinances that strengthen hazardous materials transportation requirements.

Program 8A2.2: The City should encourage interagency cooperation and communication that should strengthen local hazardous materials transportation requirements.

Policy 8A3: Fire and Rescue should continue the preparation of strategies and plans for the evacuation of inhabitants for emergencies involving hazardous materials.

LANDSLIDE HAZARDS

The topography within the city limits does not pose a landslide hazard.

IMPLEMENTATION

The goal for any long-range master plan element is to remain relevant throughout the life of the document. The primary tool to assure that this goal is achieved is to address the recommendations. The Safety & Seismic Safety Element has highlighted five primary goals. The recommendations are:

- Provide emergency response and fire preventive services to the residents and visitors of the City of Las Vegas;
- Provide infrastructure and policies to mitigate issues caused by excessive rainfall;
- Mitigate damage to property related to geologic hazards found in Las Vegas;
- Mitigate excessive noise pollution within the City; and
- Mitigate any negative effects from the movement of hazardous materials within the city limits.

The recommendations were developed to achieve the desired outcomes stated in the Las Vegas 2020 Master Plan document. The strategies to reach these outcomes are detailed below.

RECOMMENDATION #1: PROVIDE EMERGENCY RESPONSE AND PREVENTATIVE FIRE SERVICES FOR RESIDENTS AND VISITORS OF LAS VEGAS

STRATEGIES:

- Prepare a cost-benefit analysis of maintaining Commission on Fire Accreditation International (CFAI) Accredited Agency status.
- Implement the Fire Safety Plan.

RECOMMENDATION #2: PROVIDE INFRASTRUCTURE AND POLICIES TO MITIGATE ISSUES CAUSED BY EXCESSIVE RAINFALL

STRATEGIES:

- Install stormwater channel and drain improvements in accordance with the adopted stormwater management program for the City.
- Continue to cooperate with the Clark County Regional Flood Control District.
- Maintain a Flood Hazard Reduction Program which meets the basic requirements of the National Flood Insurance Program (NFIP).

ITEM
17

GPA-37216
Safety Element Update

City of Las Vegas

2020 Master Plan Element

Submitted after meeting
Date 1/20/10 Item 17

Why is the city updating this Element?

- NRS 278.160 requires a safety plan and a seismic safety plan to be included in Master Plans
- This Element was last updated in 2001
  - Since that time :
  - The City's population has increased by 20 percent
  - The number of dwelling units in the City has increased by 22 percent
  - The area of the City has increased by 18 percent

Safety Element

- Which sections have been updated?
- Fire hazards
- Flood hazards
- Noise hazards

Conclusion

- City Council consideration
- Questions

City of Las Vegas Agenda Item No.: **70.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: MAY 19, 2010

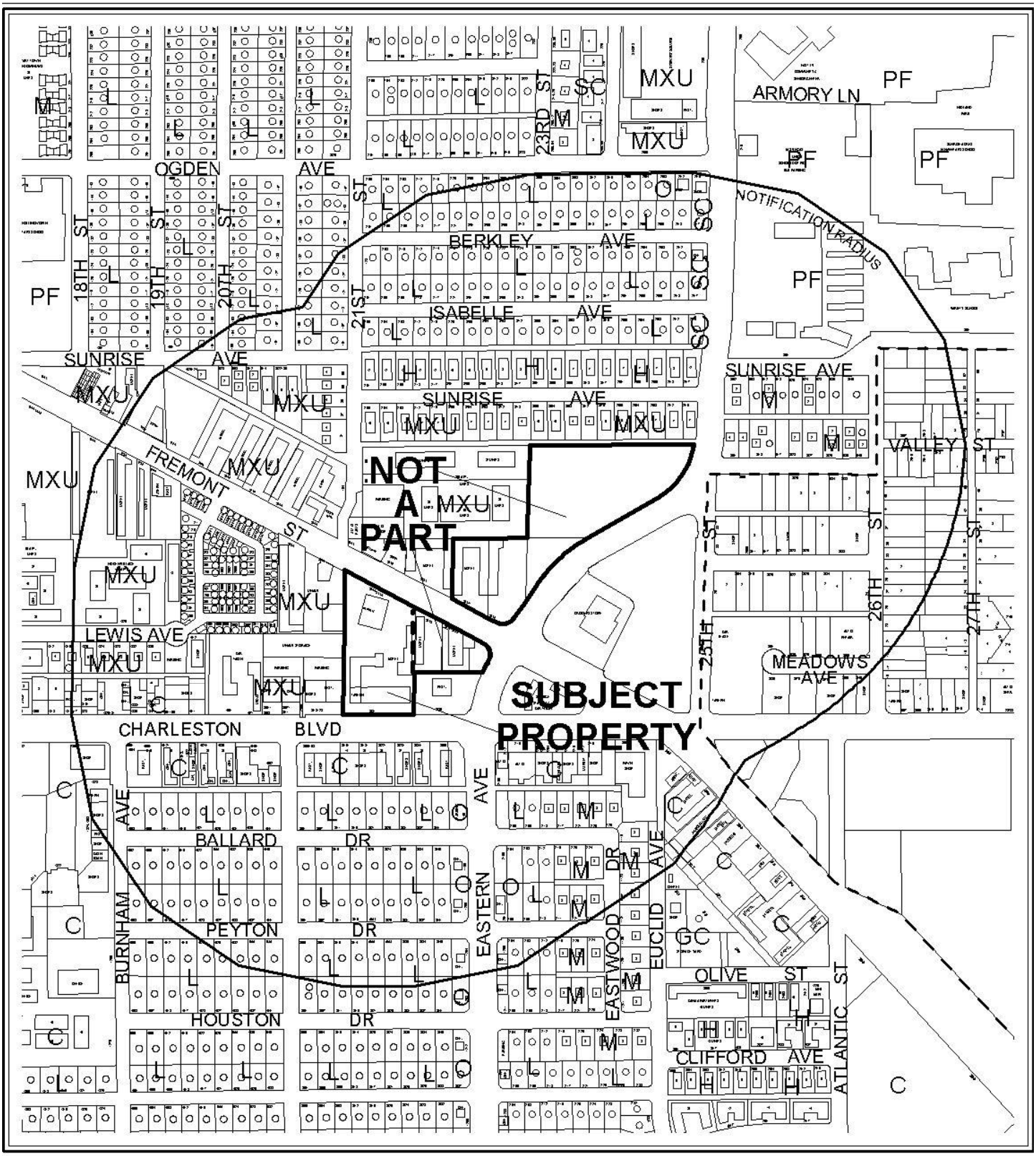
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
GPA-37467 - GENERAL PLAN AMENDMENT - PUBLIC HEARING – APPLICANT: ARNOLD STALK - OWNER: MARY BARTSAS 22, LLC - Request to amend a portion of the Southeast Sector Plan of the General Plan FROM: MXU (MIXED USE) TO: C (COMMERCIAL) on 2.68 acres at 2100 Fremont Street (APN 139-35-803-015), Ward 3 (Reese). The Planning Commission (5-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**24**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (5-0 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report - GPA-37467, ZON-37469 and SDR-37470
3. Supporting Documentation
4. Photos - GPA-37467, ZON-37469 and SDR-37470
5. Justification Letter
6. Backup referenced from the April 22, 2010 Planning Commission Meeting Item GPA-37467



0 500 1000 Feet

CASE: **GPA-37467**

RADIUS: 1000 FT

GENERAL PLAN LAND USE OF SUBJECT PROPERTY:
MXU (MIXED USE)

PROPOSED GENERAL PLAN LAND USE OF SUBJECT PROPERTY:
C (COMMERCIAL)

N



0 500 1000 Feet

CASE: **GPA-37467**

RADIUS: 1000 FT

GENERAL PLAN LAND USE OF SUBJECT PROPERTY:
MXU (MIXED USE)

PROPOSED GENERAL PLAN LAND USE OF SUBJECT PROPERTY:
C (COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 19, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: ARNOLD STALK - OWNER: MARY BARTSAS 22, LLC, ET AL

** STAFF RECOMMENDATION(S) **

GPA-37467 & ZON-37469
The Planning Commission (5-0 vote) and Staff recommend APPROVAL.

SDR-37470
The Planning Commission (4-1 vote/rt) and Staff recommend APPROVAL, subject to conditions:

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
GPA-37467	Staff recommends APPROVAL.	
ZON-37469	Staff recommends APPROVAL.	GPA-37467
SDR-37470	Staff recommends APPROVAL, subject to conditions.	GPA-37467 ZON-37469

** CONDITIONS **

ZON-37469 CONDITIONS

1. The approval is for C-1 (Limited Commercial).

SDR-37470 CONDITIONS

Planning and Development

1. Approval of General Plan Amendment (GPA-37467) and Rezoning (ZON-37469) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All development shall be in conformance with the site plan and landscape plan date stamped 03/31/10, and building elevations date stamped 02/22/10, except as amended by conditions herein.

4. A Waiver from the Downtown Centennial Plan Section VII.H.1 is hereby approved, to allow zero percent of the first story facade of all buildings on Site "A" and Buildings A, B and C on Site "B" to be aligned with the front and corner side property lines.

5. A Waiver from Title 19.08.050 is hereby approved, to allow Buildings D and E on Site "B" to be located behind the minimum setback lines where these buildings are required to be placed at the minimum setback line.

6. An Exception from Title 19.10.010(J) is hereby approved, to allow 31 trees in the parking lot on APN 139-35-804-002 where 52 trees are required.

7. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Building and Safety Department.

8. These Conditions of Approval shall be affixed to the cover sheet of the plan set submitted for building permit.

9. The applicant shall work with city staff to determine the most appropriate mapping action necessary to consolidate the existing lots. The mapping action shall be completed and recorded prior to the issuance of any building permits.

10. All existing off-premise signage shall be removed prior to vertical construction on Site "B".

11. All power lines shall be located underground from the nearest street access to the project site. Utility vaults shall be located underground in conformance with Downtown Centennial Plan requirements.

12. New street light fixtures, benches, and trash receptacles shall be installed in public rights-of-way abutting the site in accordance with specifications provided by the Public Works Department, and shall conform to the design of the light fixtures and street furniture in the Downtown Centennial Plan area.

13. A revised site plan shall be submitted to and approved by the Planning and Development Department, prior to the time application is made for a building permit, to indicate at least one loading space on Site "B".

14. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. The technical landscape plan shall include the following changes from the conceptual landscape plan:
    (a) Provide at least one additional 24" box tree in the perimeter buffer north of the Retail C pad on Site "B";
    (b) East-west streets (Fremont Street and Charleston Boulevard) shall contain Southern Live Oak, Shoestring Acacia, African Sumac, Ash, Pistache or a combination of these species as the primary landscape element.

15. 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.

16. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

17. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaries. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.

18. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

19. A Comprehensive Construction Staging Plan shall be submitted to the Planning and Development Department for review and approval prior to the issuance of any building permits. The Construction Staging Plan shall include the following information: Design and location of construction trailer(s); design and location of construction fencing; all proposed temporary construction signage; location of materials staging area; and the location and design of parking for all construction workers. Construction standards shall conform to those of the Downtown Centennial Plan for the East Village District and Title 19, wherever these standards may apply.

20. Prior to the submittal of a building permit application, the applicant shall meet with Planning and Development Department staff to develop a comprehensive address plan for the subject site. A copy of the approved address plan shall be submitted with any future building permit applications related to the site.

21. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

22. Coordinate with the Building and Safety Department to determine if existing lot lines are in conflict with existing or the new proposed structures. If it is determined that a mapping or other lot consolidation is required, coordinate with the City Surveyor to determine the most appropriate lot consolidation method. Record a Joint Access Agreement between parcels that depend on other parcels for access to the public rights-of-way.

23. Remove all substandard public street improvements and unused driveway cuts for all street frontages on this site south of the northern most driveway on Eastern Avenue and replace with new improvements meeting Downtown Centennial Plan Standards concurrent with development of this site. Remove and replace all substandard public street improvements and unused driveway cuts, if any, north of the northern most driveway on Eastern Avenue and replace with new improvements meeting current City Standards concurrent with development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with the development of this site.

24. Unless otherwise allowed by the City Engineer, construct sidewalk, where such does not exist, on at least one side of all access drives connecting this site to the adjacent public streets concurrent with development of this site. The connecting sidewalk shall extend from the sidewalk on the public street to the first intersection of the onsite roadway network and shall be terminated on-site with a handicap ramp.

25. Meet with the Traffic Engineering Representative for assistance in the possible redesign of the proposed driveway access, on site circulation and parking lot layout prior to the submittal of any construction plans or the issuance of any permits, whichever may occur first. Driveways shall be designed, located and constructed to meet the intent of Standard Drawing #222a. Driveways on Charleston Boulevard and Fremont Street shall also meet Nevada Department of Transportation approval (NDOT).

26. Meet with the Fire Protection Engineering Section of the Department of Fire Services to discuss fire requirements for the proposed use of this facility. The design and layout of all onsite private circulation and access drives shall meet the approval of the Department of Fire Services.

27. Landscape and maintain all unimproved rights-of-way, if any, on Charleston Boulevard, Fremont Street and Eastern Avenue adjacent to this site. All landscaping and private improvements installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

28. As appropriate, submit an Encroachment Agreement to the City of Las Vegas or obtain an Occupancy Permit from the Nevada Department of Transportation for all landscaping and private improvements in the Charleston Boulevard, Fremont Street and Eastern Avenue public rights-of-way adjacent to this site.

29. A Traffic Impact Analysis must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the recordation of a Map subdividing this site. Comply with the recommendations of the approved Traffic Impact Analysis prior to occupancy of the site. The Traffic Impact Analysis shall also include a section addressing Standard Drawings #234.1 #234.2 and #234.3 to determine additional right-of-way requirements for bus turnouts adjacent to this site, if any; dedicate all areas recommended by the approved Traffic Impact Analysis. All additional rights of way required by Standard Drawing #201.1 for exclusive right turn lanes and dual left turn lanes shall be dedicated prior to or concurrent with the commencement of on site development activities unless specifically noted as not required in the approved Traffic Impact Analysis. If additional rights of way are not required and Traffic Control devices are or may be proposed at this site outside of the public right of way, all necessary easements for the location and/or access of such devices shall be granted prior to the issuance of permits for this site. Phased compliance will be allowed if recommended by the approved Traffic Impact Analysis. No recommendation of the approved Traffic Impact Analysis, nor compliance therewith, shall be deemed to modify or eliminate any condition of approval imposed by the Planning Commission or the City Council on the development of this site.

30. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the submittal of a Map subdividing this site, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is requesting a 90,595 square-foot Shopping Center on 9.61 acres located at the southwest and northwest corners of Fremont Street and Eastern Avenue. The development is divided into two distinct sites. The area south of Fremont Street (labeled on the plans as Site "A") currently contains two motels, a non-operational Tavern, a Transit Passenger Facility and a take-out restaurant. Additionally, an existing 75-foot Wireless Communications Facility, Non-Stealth is located in the interior of the site along the west property line. Three retail pads and two fast food restaurant pads with drive-throughs totaling 22,220 square feet are proposed for redevelopment of this site. The existing 6,500 square-foot tavern will remain but will be remodeled with a new interior and exterior. The site is adjacent to existing commercial development.

The area north of Fremont Street (labeled on the plans as Site "B") currently contains a motel, a smog check facility, an office and general personal services. In addition, two off-premise signs are located at the northwest corner of Fremont Street and Eastern Avenue. Five retail pad sites totaling 61,875 square feet are proposed for redevelopment of this portion of the overall site. This site is adjacent to an existing motel and to multi-family residential uses.

Staff recommends approval of this project, as it is in substantial conformance with the Downtown Centennial Plan and Title 19. Additionally, it supports the goals of the Downtown Redevelopment Area Plan. If the General Plan Amendment and/or Rezoning are denied, the development cannot proceed as proposed and a new Site Development Plan Review would be required in conformance to the current land use designations and zoning districts. If the General Plan Amendment and Rezoning are approved but the Site Development Plan Review is denied, then a new Site Development Plan Review encompassing all or part of the site would be required.

ISSUES

- Most of the site is located within the East Village District of the Downtown Centennial Plan and is subject to the standards contained within that document; the northernmost parcel (APN 139-35-804-002) is located outside of the Plan boundaries. Only Title 19 standards can be applied to this parcel.
- A Waiver of Downtown Centennial Plan Standards is required for placement of buildings away from the front and corner side property lines. Staff is in support of this waiver.
- A similar Waiver of Title 19 Commercial Development Standards is required for placement of buildings behind front yard setback lines. Staff supports this waiver.

- An Exception of Title 19.10 parking lot landscape standards is requested to allow 31 trees in the parking lot subject to Title 19 standards (APN 139-35-804-002) where 52 trees are required.
- The two existing off-premise signs located at the northwest corner of Fremont Street and Eastern Avenue are not entitled by existing Special Use Permits. They do not meet distance separation requirements between off-premise signs and there is no building permit on record for the two signs. A condition of approval will require removal of these nonconforming off-premise signs prior to redevelopment of the site.
- A General Plan Amendment to change the existing General Plan land use designation from MXU (Mixed Use) to C (Commercial) on one parcel has been requested to make the land use consistent across the entire development.
- A Rezoning of the northernmost parcel (APN 139-35-804-002) from R-4 (High Density Residential) to C-2 (General Commercial) is required both for conformance to the General Plan and to ensure that commercial uses will be permitted across the entire development.
- The General Plan Amendment and Rezoning must be approved prior to approval of a Site Development Plan Review for the proposed development.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
01/28/82	The Board of Zoning Adjustment approved a request for a Special Use Permit (U-0002-82) for proposed Used Car Sales at 2217 Fremont Street. Staff recommended denial. The request covered current APNs 139-35-804-008 and 009.
11/16/83	The City Council denied a request for a Special Use Permit (U-0078-83) for Open Air Vending at 2217 Fremont Street. The Board of Zoning Adjustment and staff recommended denial.
04/09/87	The Planning Commission accepted the applicant's request to Withdraw Without Prejudice a request for a Rezoning (Z-0028-87) from R-4 (High Density Residential) and C-2 (General Commercial) to C-1 (Limited Commercial) on 4.26 acres on the west side of Eastern Avenue between Fremont Street and Sunrise Avenue. The request covered current APNs 139-35-804-002 and 010.
05/16/90	The City Council approved an appeal of a denial by the Board of Zoning Adjustment of a request for a Special Use Permit (U-0042-90) for a proposed used car lot at 2217 and 2219 Fremont Street, subject to a one-year review. Staff recommended denial.
08/21/91	The City Council approved a Required One-Year Review [U-0042-90(1)] of a previously approved Special Use Permit (U-0042-90), which allowed a used car lot at 2217 and 2219 Fremont Street, subject to a one-year review. Staff recommended denial.

09/02/92	The City Council approved a second Required One-Year Review [U-0042-90(2)] of a previously approved Special Use Permit (U-0042-90), which allowed a used car lot at 2217 and 2219 Fremont Street, subject to a one-year review. Staff recommended approval.
09/01/93	The City Council approved a third Required One-Year Review [U-0042-90(3)] of a previously approved Special Use Permit (U-0042-90), which allowed a used car lot at 2217 and 2219 Fremont Street, subject to a one-year review. Staff recommended approval.
07/19/95	The City Council denied a fourth Required One-Year Review [U-0042-90(4)] of a previously approved Special Use Permit (U-0042-90), which allowed a used car lot at 2217 and 2219 Fremont Street. Staff recommended denial. The existing use had ceased on the property prior to the hearing.
07/13/98	The City Council denied a request for a Special Use Permit (U-0056-98) for a proposed Used Car Lot at 2219 Fremont Street. Staff recommended denial.
03/02/99	The Board of Zoning Adjustment approved a Variance (V-0005-99) to allow a proposed wireless communication tower five feet from the side property line where 10 feet is required at 2110 Fremont Street. Staff recommended denial.
04/12/99	The City Council approved a Special Use Permit (U-0008-99) for a proposed 75-foot tall Wireless Communications Monopole and equipment pad at 2110 Fremont Street, subject to a one-year review. The Planning Commission recommended approval. Staff recommended denial.
06/07/00	The City Council approved a Required One Year Review [U-0008-99(1)] of a previously approved Special Use Permit (U-0008-99), which allowed a proposed 75-foot tall Wireless Communications Monopole and equipment pad at 2110 Fremont Street. The Planning Commission and staff recommended approval.
12/05/01	The City Council approved a Special Use Permit (U-0133-01) for a proposed Supper Club at 2100 Fremont Street, subject to a one-year review. The Planning Commission and staff recommended approval. The Special Use Permit expired 08/26/03.
03/02/05	The City Council approved a Special Use Permit (SUP-5802) for a proposed Supper Club at 2100 Fremont Street, subject to a one-year review. The Planning Commission and staff recommended approval.
06/22/06	The Planning Commission accepted the applicant's request to strike a Required One Year Review (RQR-13440) of a previously approved Special Use Permit (SUP-5802), which allowed a proposed Supper Club at 2100 Fremont Street. The existing Supper Club had closed prior to the hearing.
04/22/10	The Planning Commission (5-0 vote) recommended APPROVAL of companion items GPA-37467 and ZON-37469 concurrently. The Planning Commission (4-1 vote/rt) recommended APPROVAL (PC Agenda Item #18-20/ss).

Most Recent Change of Ownership	
10/10/02	A deed was recorded for a change in ownership on a portion of the subject site (APNs 139-35-803-016 and 017; and 139-35-804-008 and 009).
12/09/03	A deed was recorded for a change in ownership on a portion of the subject site (APNs 139-35-804-002 and 010).
10/31/05	A deed was recorded for a change in ownership on a portion of the subject site (APN 139-35-803-015).

Related Building Permits/Business Licenses	
c. 1952	A building was completed at 2212 Fremont Street.
c. 1956	A building was completed at 2217 and 2219 Fremont Street.
c. 1956	A motel building complex was completed at 2110 Fremont Street
c. 1963	A building was completed at 2216 Fremont Street.
05/08/86	A business license was reinstated for an 83-unit motel at 2110 Fremont Street. The license is still active.
02/10/97	A building permit (#97002826) was issued for fire repair at 2217 Fremont Street. A final inspection was completed 02/27/97.
06/08/99	A building permit (#99011107) was issued for a wireless communications monopole at 2110 Fremont Street. A third party inspection report is not on file in the Department of Building and Safety.
06/22/99	A building permit (#99012272) was issued for a tenant improvement to add two walls, a door and electrical equipment at 2025 East Charleston Boulevard. A final inspection was completed 08/13/99.
12/06/00	A building permit (#00021998) was issued for the installation of antennas on an existing wireless communications monopole at 2110 Fremont Street. A final inspection was completed on 01/16/01.
2001	A business license for a Supper Club was issued at 2100 Fremont Street. This license was placed in non-operational status on 02/26/03.
01/11/01	A building permit (#01000648) was issued for a non-work Certificate of Occupancy at 2219 Fremont Street. A final inspection was completed on 01/12/01.
05/08/01	A business license (M08-00189) was issued for an 82-unit motel at 2216 Fremont Street. The license is still active.
05/08/01	A business license (M08-00190) was issued for a 55-unit motel at 2217 Fremont Street. The license was marked out of business on 10/28/09.
12/03/04	Business licenses were issued for a tavern (L16-00110) and restricted gaming (G01-02190) at 2025 East Charleston Boulevard. The licenses were marked out of business on 06/19/07.
05/04/05	A business license (P27-00312) was issued for personal services (Department of Motor Vehicle services) at 2219 Fremont Street. The license was marked out of business on 08/05/08.

05/25/05	A business license (L21-00048) was issued for a supper club at 2100 Fremont Street. The license was placed in non-operational status on 12/01/05 and marked out of business on 04/19/07.
12/15/05	A business license (P27-00320) was issued for personal services (Department of Motor Vehicle services) at 2219 Fremont Street. The license was marked out of business on 04/29/09.
02/16/06	A business license (M06-02896) was issued for debit card sales at 2219 Fremont Street. The license was marked out of business on 08/05/08.
05/03/06	A business license (R09-94739) was issued for a restaurant with 281 seats at 2100 Fremont Street. The license was marked out of business on 02/14/08.
05/15/06	A business license (T07-00827) was issued for ticket sales (at a Transit Passenger Facility) at 2222 Fremont Street. The license is still active.
03/09/07	Business licenses were issued for tobacco sales (C05-02514) and coin amusement machines (C08-01739) at 2025 East Charleston Boulevard. The licenses were marked out of business on 06/19/07.
04/29/08	A business license (L16-00302) was issued for a tavern at 2100 Fremont Street, Suite #110. The license has been in non-operational status since 11/04/09. If this nonconforming use remains discontinued, the use will expire 11/04/10.
04/29/08	Business licenses were issued for tobacco sales (C05-02623), coin amusement machines (C08-01806) and miscellaneous sales (M06-03015) at 2100 Fremont Street, Suite #110. The licenses were marked out of business on 11/04/09.
05/14/08	A building permit (B-TI-110545) was issued for a tenant improvement remodel for a tavern at 2100 Fremont Street, Suite #110. A final inspection has not been completed.
07/18/08	Business licenses were issued for Department of Motor Vehicle services (P27-00531) and legal services (M18-04447) at 2219 Fremont Street. The licenses are still active.
11/14/08	A business license (K10-00336) was issued for an insurance agency at 2219 Fremont Street. The license is still active.
11/18/08	A business license (S08-00035) was issued for an insurance agent at 2219 Fremont Street. The license is still active.
02/17/09	A business license (G02-00849) was issued for a smog check facility at 2219 Fremont Street. The license is still active.
03/18/09	A business license (M18-04664) was issued for a promoter at 2222 Fremont Street. The license is still active.
08/11/09	Business licenses were issued for a 54-unit motel (M08-00204) and miscellaneous sales and service (M06-03077) at 2217 Fremont Street. The licenses are still active.
03/10/10	A business license (R05-00671) was issued for a take-out restaurant at 2222 Fremont Street. The license is still active.

Pre-Application Meeting	
10/01/09	A pre-application meeting was held with the applicant. The following issues were discussed: • Requirements for a General Plan Amendment from MXU to C on a portion of the site; • Requirements for a Rezoning from R-4 to C-2 on a portion of the site; • Requirements for a Site Development Plan Review for a commercial development; • Downtown Centennial Plan Standards will apply to the entire site; • Remapping will be necessary to combine the parcels that make up the site; • Downtown Centennial Plan Streetscape Standards.
01/14/10	A follow-up pre-application meeting was held with the applicant. The following topics were points of discussion: • Parking requirements for the shopping center; • The site plan should indicate all adjacent land uses; • Separate site and landscape plans should be submitted; • Concurrent submittal of applications for uses requiring Special Use Permits was recommended; • Plans should indicate any existing and proposed walls and should show elevations indicating height, materials and color; • Traffic Engineering will require right-only ingress from Eastern Avenue on the "A" site; • The Department of Public Works will condition driveway widths as part of the Site Development Plan Review recommendation; • Per Public Works, the Fast Food 'A' egress will be acceptable as shown on the plans at this meeting.
Neighborhood Meeting	
03/16/10	A neighborhood meeting was held at the East Las Vegas Community Senior Center Conference Room, located at 250 North Eastern Avenue, Las Vegas. There were four members of the public and one staff member in attendance. The following concerns were raised by the public: • Concern was expressed as to whether the applicant would be able to lease the proposed retail space based on the amount of commercial vacancies valley-wide. The applicant explained that he had several letters of intent, but cannot sign leases until he has entitlement of the project. • Another primary concern with the project was the traffic that would be generated by the project, the capacity of the abutting streets, and the configuration of the driveways into the project. The applicant explained that a traffic study would be required as part of the permitting process, which would probably eliminate or reconfigure some of the driveways in question.

03/16/10	• Another issue that was raised was whether the city of Las Vegas was going to finance the project. The applicant explained that the project was a private sector development and would be financed by a bank. • A question was raised as to whether the project would be developed all at once; there was a concern that part of the project would be built, and the remainder would sit unfinished. • An issue was raised regarding the condition of the apartments located immediately north of the subject site; the applicant explained that the apartments were not part of the project and that they did not have control of the apartment properties.

Field Check	
03/15/10	A visit to the subject site was conducted, in which the following items were noted: • Most of the northern portion of the site (north of Fremont Street) is undeveloped; the developed portion contains a motel, smog check facility and two off-premise signs; • The southern portion of the site (south of Fremont Street) is all developed, and contains primarily two motels, a transit passenger facility, and a vacant tavern and supper club; • A wireless communication facility is located in the interior of the site, along the west boundary; • Several above-ground utility lines run across both portions of the site. • There was minimal trash and debris on the vacant portion of the site.

Details of Application Request	
Site Area	
Net Acres	9.61

Surrounding Property	*Existing Land Use Per Title 19.04*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Undeveloped	C (Commercial)	R-4 (High Density Residential)
	Undeveloped	C (Commercial)	C-2 (General Commercial)
	Motel (2)	C (Commercial)	C-2 (General Commercial)
	Off-Premise Sign (2)		
	Auto Smog Check		
	Office		
	General Personal Service		
	Restaurant		
	Transit Passenger Facility		
	Motel	MXU (Mixed Use)	C-2 (General Commercial)
	Tavern (non-operational)		
North	Multi-Family Residential (Apartments)	MXU (Mixed Use)	R-4 (High Density Residential)
South	Grocery Store	C (Commercial)	C-2 (General Commercial)
	Restaurant (with Drive Through)		
	General Retail	C (Commercial)	C-1 (General Commercial)
East	Convenience Store and Car Wash, Full Service	C (Commercial)	C-2 (General Commercial)
	Undeveloped	MXU (Mixed Use)	R-PD13 (Residential Planned Development – 13 Units per Acre)
West	Truck Rental	MXU (Mixed Use)	C-2 (General Commercial)
	Restaurant		
	Retail		

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area			
Downtown Centennial Plan	X		N

Special Purpose and Overlay Districts	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts			
Downtown Centennial Plan Overlay District	X		N
Live/Work Overlay District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

Existing Zoning	*Permitted Density*	*Units Allowed*
C-2	N/A	N/A
R-4	Up to 50 du/ac	187 (3.75 ac)
Proposed Zoning	***Permitted Density***	***Units Allowed***
C-2	N/A	N/A
Existing General Plan	***Permitted Density***	***Units Allowed***
C	N/A	N/A
MXU	Unlimited	Limited by development area
Proposed General Plan	***Permitted Density***	***Units Allowed***
C	N/A	N/A

DEVELOPMENT STANDARDS – DOWNTOWN CENTENNIAL PLAN AREA

Pursuant to Title 19.06.060 and the Las Vegas Downtown Centennial Plan (East Village District), the following standards apply. Title 19 setback, lot coverage, residential adjacency, landscaping and parking standards are exempt from automatic application.

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	N/A	0.45 ac	N/A
Min. Lot Width	N/A	112 Feet	N/A
Min. Setbacks			
• Front	70% of the first story façade shall align along the front property line	0% aligns with front property line	N
• Side	Not required	6 feet	Y
• Corner	70% of the first story façade shall align along the corner side property line	0% aligns with corner side property line	N
• Rear	Not required	20 feet	Y

Min. Distance Between Buildings	10 Feet	10 Feet	Y
Max. Lot Coverage	N/A	17%	N/A
Max. Building Height	N/A	31 Feet	N/A
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	Screened, gated, with trellis	Y
Mech. Equipment	Screened	Screened	By Condition
Parking Screening	Ornamental Screen and landscaping	Ornamental Screen and landscaping	Y

Pursuant to the Downtown Centennial Plan (East Village District), the following Streetscape Standards apply:

Streetscape Standards	*Required*	*Provided*	*Compliance*
Sidewalk width	10 feet	10 feet	Y
Amenity Zone (Eastern Ave., Fremont St., Charleston Blvd.)	5 feet	5 feet	Y
Right-of-Way improvements	Light fixtures, streetlights, benches, trash receptacles, grates	Tree grates	By condition
East-West Streets (Fremont St., Charleston Blvd.)	36" box shade trees at 15' to 20' intervals (Min. 30 trees)	36" box Blue Palo Verde, palm and mesquite trees @ 20' intervals (33 trees)	By condition

Pursuant to the Downtown Centennial Plan (East Village District), the following landscaping standards apply:

Landscaping and Open Space Standards				
Standards	*Required*		*Provided*	*Compliance*
	Ratio	*Trees/Area*		
Buffer Trees:				
• North	1 Tree / 20 Linear Feet	41 Trees	40 Trees	By Condition
• South	N/A	N/A	N/A	N/A
• East	1 Tree / 20 Linear Feet	22 Trees	25 Trees	Y
• West	1 Tree / 20 Linear Feet	34 Trees	34 Trees	Y
TOTAL PERIMETER TREES		**99 Trees**	**99 Trees**	**Y**
Parking Area Trees	1 Tree / 6 Uncovered Spaces	40 Trees	46 Trees	Y
Min. Landscaped Surface Area	10 SF/parking space provided	2,440 SF	6,541 SF	Y
Turf Limitations	Max. 25% of total landscaped area		None indicated	Y

DEVELOPMENT STANDARDS – TITLE 19 AREA

Pursuant to Title 19.08.050, the following development standards apply. Note that this area only encompasses that portion of Site "B" north of the driveway on Eastern Avenue (APN 139-35-804-002):

Standard	*Required/Allowed (C-2)*	*Provided*	*Compliance*
Min. Lot Size	N/A	3.75 ac	N/A
Min. Lot Width	100 Feet	550 Feet	Y
Min. Setbacks			
• Front	20 Feet	80 Feet	Y
• Side	10 Feet	33 feet	Y
• Rear	20 Feet	70 feet	Y
Min. Distance Between Buildings	10 Feet	72 Feet	Y
Max. Lot Coverage	50%	29%	Y
Max. Building Height	N/A	37 Feet	N/A
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	Screened, gated, with trellis	Y
Mech. Equipment	Screened	Screened	By Condition

Pursuant to Title 19.12, the following landscaping standards apply only to that portion of Site "B" north of the driveway on Eastern Avenue (APN 139-35-804-002):

Landscaping and Open Space Standards				
Standards	*Required*		*Provided*	*Compliance*
	Ratio	*Trees*		
Buffer Trees:				
• North	1 Tree / 20 Linear Feet	29 Trees	29 Trees	Y
• South	N/A	N/A	N/A	N/A
• East	1 Tree / 20 Linear Feet	25 Trees	26 Trees	Y
• West	1 Tree / 20 Linear Feet	16 Trees	16 Trees	Y
TOTAL PERIMETER TREES		**70 Trees**	**71 Trees**	**Y**
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces	27 Trees + 25 at ends of rows	31 Trees	N
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width				
• North	8 Feet		8 Feet	Y
• South	N/A		N/A	N/A
• East	15 Feet		15 Feet	Y
• West	8 Feet		9 Feet	Y
Wall Height	6 to 8 Feet Adjacent to Residential		6 Feet	Y

Pursuant to Title 19.04 and 19.10, the following parking standards apply to the entire site:

Parking Requirement							
	Gross Floor Area or Number of Units	***Required***			***Provided***		***Compliance***
			Parking		*Parking*		
Use		***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
Shopping Center	97,595 SF (including potential outdoor dining areas)	1:250 sf GFA	383		395		Y
TOTAL SPACES REQUIRED			**391**		**408**		Y
TOTAL (With Handicapped)			383	8	395	13	Y
Loading Spaces	90,595 SF		4 spaces		4 spaces		Y

Waivers		
Requirement	***Request***	***Staff Recommendation***
19.08.050 Building Placement (Bldgs D and E on Site "B") – Individual pad developments associated with a larger commercial center should be located at the front of the site at the minimum setback line	To locate Buildings D and E on Site "B" behind the minimum setback lines	Approval
DTCP VII.H.1 Setbacks (all Site "A" bldgs and Bldgs A, B and C on Site "B") – 70% of the first story façade shall align along the front and corner side property lines	0% alignment along property lines for all buildings on Site "A" and Buildings A, B and C on Site "B"	Approval

Exceptions		
Requirement	***Request***	***Staff Recommendation***
19.10.010(J) Parking Lot Landscaping – One tree per six uncovered parking spaces, plus one tree at the end of each parking row (52 trees)	31 parking lot trees	Approval

ANALYSIS

The land use on the site is uniformly commercial. One parcel on the Site "A" portion of the development is currently designated MXU (Mixed Use) by the General Plan, which allows both commercial and residential zoning districts. The remainder of the development is designated C (Commercial), which allows only commercial districts. Staff supports the request to amend the General Plan so that the entire site is designated C (Commercial). The existing C-2 (General Commercial) zoning within most of the project area is already in conformance with the C (Commercial) designation. Rezoning of the undeveloped northernmost parcel to C-2 (General Commercial) is appropriate, as it is in conformance with the existing land use designation of C (Commercial) and will allow for the same range of uses allowed in the rest of the development.

The overall site is subject to two sets of development standards. The northernmost parcel, APN 139-35-804-002, is subject only to Title 19 development standards, while the remainder of the site is subject to both the Las Vegas Downtown Centennial Plan Standards and Title 19.06.060. The line of demarcation is approximately located at the north side of the driveway into the site on Eastern Avenue (from east to west). It is anticipated that the entire site will be remapped; recordation of a final subdivision map will not change the areas in which the differing sets of standards are applied.

The project is in substantial compliance with Downtown Centennial Plan Standards, with the exception of building setbacks. Buildings in the East Village District are required to be placed at the front and corner side property lines for at least 70 percent of the façade of the first story. Due to public safety concerns, the applicant has requested that the buildings be set back on the site. The nearest building to the property line is Pad A on Site "B", which is 15 feet from the corner side property line. The requested waiver is minor in relation to the overall plan, which meets the objectives of the Downtown Centennial Plan. Perimeter landscaping is not specifically required by the Downtown Centennial Plan, but is provided in sufficient quantities for screening the commercial center from adjacent residential properties. Conditions of approval will ensure that the intent of the Downtown Centennial Plan regarding streetscape and utilities is met. Buildings feature articulated rooflines, arcades and entry canopies in conformance to Downtown Centennial Plan architectural requirements.

The development north of the driveway on Eastern also substantially complies with Title 19 commercial development standards and landscaping standards, except for placement of buildings behind minimum setback lines. The requested waiver is minor and does not affect circulation or make the project incompatible with surrounding development. The exception for parking lot landscaping is acceptable, as additional landscaping is provided on the interior of the site. Although the site is located near existing or planned residential areas, it is not subject to residential adjacency standards, as the affected properties do not have a single-family residential use or are not classified as standard single-family zoning districts. Although the number of

loading spaces provided overall is adequate for the size of the development, the location of the spaces does not comply with Title 19.10. A condition of approval requires one loading space to be depicted on Site "B", as Title 19.10.020 requires that every use that receives or distributes materials or merchandise by truck shall provide an on-site loading space. Wide lanes intended for truck loading are provided, but no spaces are shown.

Two existing off-premise signs located at the northwest corner of Fremont Street and Eastern Avenue are not entitled by existing Special Use Permits. They do not meet distance separation requirements between off-premise signs, nor is there any building permit on record for the two signs. A condition of approval will require removal of these off-premise signs prior to redevelopment of the site. All proposed signage must be in full conformance with the current standards of Title 19.14.

FINDINGS (GPA-37467)

Section 19.18.030(I) of the Las Vegas Zoning Code requires that the following conditions be met in order to justify a General Plan Amendment:

1. **The density and intensity of the proposed General Plan Amendment is compatible with the existing adjacent land use designations;**

   The intensity of the proposed amendment from MXU (Mixed Use) to C (Commercial) will remain unchanged, as the MXU (Mixed Use) category allows a similar intensity of commercial uses as the C (Commercial) category. The adjacent designation is MXU (Mixed Use), which allows the same commercial districts as the C (Commercial) designation.

2. **The zoning designations allowed by the proposed amendment will be compatible with the existing adjacent land uses or zoning districts;**

   The proposed amendment to the C (Commercial) designation will allow the same commercial zoning districts as the adjacent MXU (Mixed Use) designation and will therefore be compatible with surrounding land uses.

3. **There are adequate transportation, recreation, utility, and other facilities to accommodate the uses and densities permitted by the proposed General Plan Amendment; and**

   The subject property is located within an area of the City where all utilities, fire and police services are currently in place and available. The site is served by Fremont Street, Charleston Boulevard and Eastern Avenue, all major rights-of-way. Therefore, there are adequate facilities available to accommodate the uses permitted by the proposed General Plan Amendment.

4. **The proposed amendment conforms to other applicable adopted plans and policies that include approved neighborhood plans.**

   The proposed amendment to C (Commercial) conforms with the goals and objectives of the Downtown Centennial Plan and the Downtown Redevelopment Area.

FINDINGS (ZON-37469)

In order to approve a Rezoning application, pursuant to Title 19.18.040, the Planning Commission or City Council must affirm the following:

1. **The proposal conforms to the General Plan.**

   The proposed Rezoning to C-2 (General Commercial) conforms to the existing C (Commercial) land use designation in the Las Vegas Downtown Redevelopment Area.

2. **The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts.**

   The area proposed to be rezoned is located adjacent to existing multi-family uses and is located across a major thoroughfare from a vacant parcel zoned for planned residential development. Commercial development is appropriate for the subject area as long as adequate screening is implemented on the perimeter as required by the Zoning Code.

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

   The parcel to be rezoned is located along a major arterial street (Eastern Avenue) that is no longer appropriate for residential uses. The proposed rezoning to C-2 (General Commercial) is therefore in context with the growth pattern of the area.

4. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district.**

   Eastern Avenue, a 100-foot Arterial as designated by the city Master Plan of Streets and Highways, will provide access to the subject property and is of sufficient capacity to accommodate the proposed C-2 (General Commercial) District.

FINDINGS (SDR-37470)

In order to approve a Site Development Plan application, per Title 19.18.050 the Planning Commission and/or City Council must affirm the following:

1. **The proposed development is compatible with adjacent development and development in the area;**

   The proposed Shopping Center is compatible with the existing commercial development in the area and will provide adequate buffering from adjacent residential development along a portion of the north and west perimeters of the site.

2. **The proposed development is consistent with the General Plan, this Title, the Design Standards Manual, the Landscape, Wall and Buffer Standards, and other duly-adopted city plans, policies and standards;**

   With approval of the proposed General Plan Amendment, Rezoning and conformance to the conditions of approval for the requested Site Development Plan Review, the proposed Shopping Center will be consistent with the General Plan, Title 19, the Downtown Centennial Plan and meet the goals of the Downtown Redevelopment Area. Waivers for building setback and placement are minor and their approval will not affect the objectives of these plans and codes.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   Access to the site is from Charleston Boulevard and Eastern Avenue, both 100-foot wide Primary Arterials and Fremont Street, a 90-foot wide Primary Arterial as designated in the Master Plan of Streets and Highways. Access has been designed to minimize conflicts to the adjacent roadways, and sufficient space allowances have been given for adequate circulation on the site.

4. **Building and landscape materials are appropriate for the area and for the City;**

   Building materials include stucco, metal and glass, which are appropriate for this type of project and this development area. Landscaping materials are adequate for the area. A condition of approval will require the tree species prescribed by the Downtown Centennial Plan to create a thematic streetscape along Fremont Street and Charleston Boulevard.

5. **Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;**

The proposed building elevations depict varied rooflines and articulation, and arcades and canopies are provided as required by the Downtown Centennial Plan. The appearance and color of the buildings will create an aesthetically pleasing environment for the public and will be compatible with other recent development in the area.

6. Appropriate measures are taken to secure and protect the public health, safety and general welfare.

The proposed Shopping Center will be subject to permitting and inspection for compliance to codes and will thus contribute to the public health safety and welfare.

PLANNING COMMISSION ACTION
There was one speaker with concerns and two in favor at the Planning Commission meeting.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 18

NOTICES MAILED 429 (By City Clerk)

APPROVALS 23

PROTESTS 1

CONCERNS 1

PLANNING & DEVELOPMENT

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **GPA-37467** APN: 139-35-803-015

Name of Property Owner: MARY BARTSAS 22, LLC

Name of Applicant: MARY BARTSAS 22, LLC

Name of Representative: ARNOLD STALK

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: AARON HANSEN

Subscribed and sworn before me

This 30th day of MARCH, 2010

_____

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
MARGARET A. MESSINGER
No: 94-0231-1
My Appointment Expires June 22, 2010

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: MARY BARTSAS, 22, LLC GENERAL PLAN AMENDMENT

Project Address (Location) 2100 FREMONT ST.

Project Name LAS VEGAS GATEWAY CENTER **Proposed Use** COMMERCIAL CENTER

Assessor's Parcel #(s) 139-35-803-015 **Ward #** 3

General Plan: existing ~~C-2~~ MXU proposed C **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER MARY BARTSAS 22, LLC **Contact** AARON HANSON

Address 601 SOUTH RANCHO DRIVE #C23 **Phone:** 735-6377 **Fax:** 243-2377

City LAS VEGAS, NEVADA **State** NV **Zip** 89106

E-mail Address AHANSEN@BARTSASENTERPRISES.ORG

APPLICANT ARNOLD STALK **Contact** ARNOLD STALK

Address 2701 ALTA DRIVE **Phone:** 624-5792 **Fax:** 243-2377

City LAS VEGAS **State** NV **Zip** 89107

E-mail Address ARNOLDSTALK@GMAIL.COM

REPRESENTATIVE ARNOLD STALK **Contact** ARNOLD STALK

Address 2701 ALTA DRIVE **Phone:** 624-5792 **Fax:** 243-2377

City LAS VEGAS **State** NV **Zip** 89107

E-mail Address ARNOLDSTALK@GMAIL.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 AARON HANSEN

Subscribed and sworn before me

This 30th day of MARCH, 2010

Margaret A. Messinger

Notary Public in and for said County and State

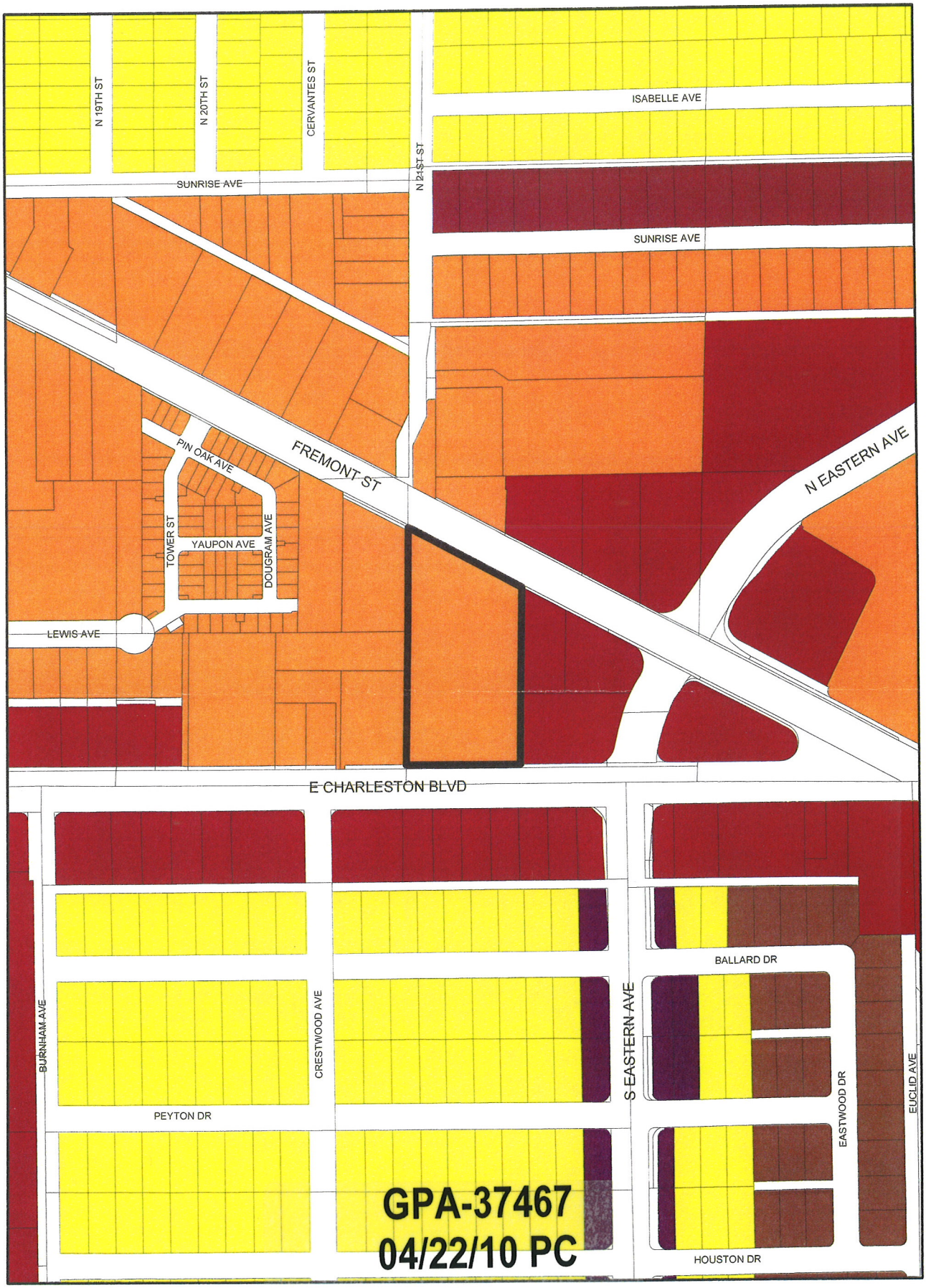
NOTARY PUBLIC STATE OF NEVADA County of Clark MARGARET A. MESSINGER No: 94-0231-1 My Appointment Expires June 22, 2010

FOR DEPARTMENT USE ONLY

Case #	GPA-37467
Meeting Date:	4/22/10
Total Fee:	
Date Accepted:	
Accepted By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development for consistency with applicable sections for the Zoning Ordinance.

GENERAL PLAN AMENDMENT Parcel: 139-35-803-015



Rural Neighborhood Preservation
Rural Estates
Desert Rural
Rural
Low
Medium - Low
Medium - Low Attached
Medium
High
Office
Service Commercial
General Commercial
Tourist Commercial
Las Vegas Medical District
Light Industrial / Research
Planned Community Development
Downtown Redevelopment Area
Park / Recreation / Open Space
Public Facility
Public Facility - School
Public Facility - Clark County
Town Center
Resource Conservation
Downtown - Commercial
Downtown - Mixed Use
Not in City
Right - of - Way

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FEB 22 2010

From MXU to C

Data Current as of: February 18, 2010

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept
702-229-6301

PLANNING & DEVELOPMENT



GPA-37467, ZON-37469 & SDR-37470 – APPLICANT/OWNER: CITY OF LAS VEGAS
WEST SIDE OF EASTERN AVENUE, APPROXIMATELY 160 FEET SOUTH OF SUNRISE AVENUE

03/18/10



GPA-37467, ZON-37469 & SDR-37470 – APPLICANT/OWNER: CITY OF LAS VEGAS
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WEST SIDE OF EASTERN AVENUE, APPROXIMATELY 160 FEET SOUTH OF SUNRISE AVENUE

03/18/10

100 Park Vista Drive Bldg. #1 Suite 2005
Las Vegas, Nevada 89138
702-624-5792 243-2377/FAX

Arnold Stalk Consulting Nv. License #47012

February 21, 2010

Ms. M. Margo Wheeler, A.I.C.P
City of Las Vegas
Planning and Development Department
731 South Fourth Street
Las Vegas, NV 89101
Phone: (702) 229-6301
Fax: (702) 474-7463

RE: Justification Letter

SWC and NWC Fremont Street /Eastern Avenue
Las Vegas, Nevada 89101

Parcel Addresses
2100 Fremont Street, Las Vegas, Nevada 89101
2212 Fremont Street, Las Vegas, Nevada 89101
2216 Fremont Street, Las Vegas, Nevada

SITE APN:
139-35-803-015; 139-35-803-016; 139-35-803-017

NWC Fremont/Eastern
Vacant Parcels:
13935804002 & 13935804010

Land w/Buildings
2219 Fremont Street
2217 Fremont Street

SITE APN:
139-35-804-009
139-35-804-008

This submittal to the City of Las Vegas is for the following actions:

1. Amend the General Plan from: "MXU" to "C".
2. Site Plan Development Review: SDR for Retail development.
3. Rezoning: R-4 to C-2.

The subject sites currently contain the following:

- The Blue Angel Motel
- Club 2100
- Vegas motel
- Pasianos Bus Terminal
- DMV processing office
- Par-A-Dice Motel
- Vacant parcels

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GPA-37467
04/22/10 PC

The proposed plan includes:

Development Description:

The Las Vegas Gateway Center is a master planned retail commercial center. The development is located in the heart of Downtown Las Vegas, Nevada.

Redevelopment Renaissance:
The City of Las Vegas, Nevada, Downtown Redevelopment Agency is responsible for the redevelopment and revitalization of Downtown Las Vegas. Major projects include the World Market Center, The Premium Outlet Mall, The Golden Nugget Hotel & Casino expansion The Lou Ruvo Brain Institute, Symphony Park, and The Smith center for the Performing Arts, the new Las Vegas City Hall complex and other major development projects that are in the planning stages.

Las Vegas Gateway Center Master Plan
The Las Vegas Gateway Center is a master planned retail center that will be built on approximately 9.61 (+/-) acres. The site currently contains a combination of vacant parcels and existing structures that are set to be demolished thereby creating the building pads for the retail center complex.

The site is located at the major intersection of Downtown Las Vegas known as "The Four Corners". This is comprised of Fremont Street, Eastern Avenue, Charleston Blvd. and Boulder Highway. Daily traffic volumes at the Four Corners are estimated at 80,000 (+/-) cars per day per C. B. Richard Ellis, making this intersection of arterial streets among the highest traffic volume in Southern Nevada.

The Las Vegas Gateway Center will contain:

Retail shops:	95,575 (+/-) Square Feet
Parking:	395 spaces
Retail uses:	Super market Retail shops Club Miami (Salsa club) Neighborhood retail shops Outdoor dining/patios
Construction jobs:	50 full time 20 part time
Permanent retail jobs:	115 full time 40 part time
Hours of Operation:	Market/24 hours/day/7 days a week Retail shop uses vary per business. Fast food pads: 24 hours/7 days per week.

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FEB 22 2010

A Neighborhood Meeting was Held at:

East Las Vegas Community Service Center

2500 North Eastern Avenue
(SEC Stewart Street and Eastern Avenue)
Las Vegas, NV 89101-4711
(702) 229-1515

Date of Meeting: March 4, 2010

Time: 5:30 pm to 6:30 pm

The Owners of the subject site is Mary Barstas Enterprises, LLC. The Executive Trustees for the Mary Barstas Enterprises, LLC is Ms. Sharron Prusse and Mr. Aaron Hanson have made a substantial commitment to the redevelopment and revitalization of the subject parcels as follows:

Pre-Development Work Completed to Date:

- Retention of a Development Consultant to coordinate all aspects of the Las Vegas Gateway center.
- Architecture/Planning/Master Plans prepared.
- Geotechnical Phase 1 Asbestos Abatement reports and explorations.
- Demolition bidding for the Blue Angel, Vegas and Par-a-Dice Motels.
- Rehabilitation of the former Club 2100 (in process).
- Retention of CB Richard Ellis an exclusive Real Estate Broker for the Las Vegas Gateway Center.
- National marketing campaign by CB Richard Ellis.
- Negotiations with three (3) national credit tenants for leasing opportunities.
- Commitment to preserve and restore the historic "Blue Angel" with the City of Las Vegas, Nevada.
- Barstas consultants have worked with City of Las Vegas staff and have had several meetings up to this date.
- Barstas consultants have held a neighborhood meeting to present the Las Vegas Gateway Center project and have met with several neighboring commercial tenants to address any concerns or issues that may arise and to garner support for the project.

The Las Vegas Gateway Center will provide the following to Downtown Las Vegas:

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FEB 22 2010

- A "shovel ready" project.
- Construction jobs: 50 full time
  20 part time

GPA-37467
04/22/10 PC

- Permanent retail jobs: 115 full time
  40 part time

- Revenue to the City of Las Vegas.

- Revitalization of the "Eastern Edge" of Downtown Las Vegas, Fremont Street which is badly blighted and is in need of revitalization projects such as the Las Vegas Gateway Center.

The Las Vegas Gateway Center will be the Gateway to Downtown Las Vegas from the four (4) corner major intersection of Fremont Street, Eastern Avenue, Charleston Blvd. and Boulder Highway.

Respectfully submitted by:

_____

Arnold Stalk PhD
Arnold Stalk Consulting
Mary Barstas Enterprises, LLC

c.c. Steve Swanton, AICP
Senior Planner
Planning and Development Department
City of Las Vegas
702-229-4714/Office
702-384-1397/FAX
sswanton@lasvegasnevada.gov

Tom Burkart
Senior Economic Development Officer - Fast Track Team
Office of Business Development
Las Vegas Redevelopment Agency
400 Stewart Ave., 2nd Fl.
Las Vegas, NV 89101
702-229-6853/O
702-385-3128/FAX
tburkart@lasvegasnevada.com

Mr. Aaron Hanson, Executive Trustee Manger: ahansen@bartsasenterprises.org
Ms. Sharron Prusse, Executive Trustee Manager sprusse@bartsasenterprises.org
Mary Barstas Enterprises, LLC
601 South Rancho Drive
Suite C23
Las Vegas, Nevada 89106

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FEB 22 2010

GPA-37467
04/22/10 PC

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
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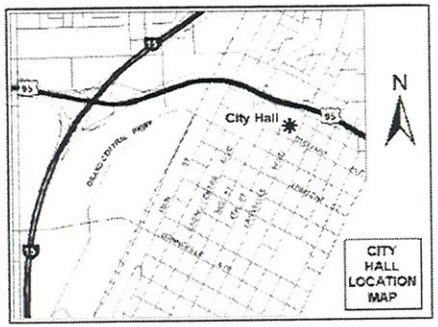
APR 09 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



What is this really going to become? Details.

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-37467

Planning Commission Meeting of 4/22/2010

Case: GPA-37467

16202514025
HESS SALLY
2021 PEYTON DR
LAS VEGAS NV 89104-2013

APR 19 2010

ENCLOSED

Submitted after final agenda
Date 4/19/10
Item 181

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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PITNEY BOWES
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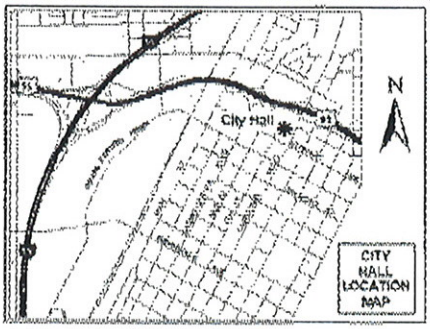
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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[X] I SUPPORT this Request [ ] I OPPOSE this Request

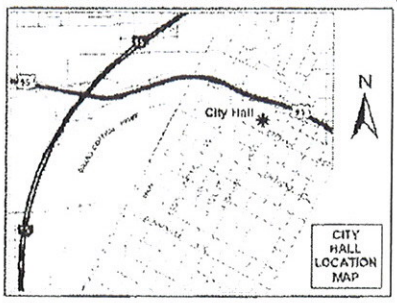
Please use available blank space on card for your comments.

GPA-37467
Planning Commission Meeting of 4/22/2010

Case: GPA-37467
13935803024
WESTERFIELD-WOODBURY L L C
1930 VILLAGE CTR #3-938
LAS VEGAS NV 89134-6299

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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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-37467
Planning Commission Meeting of 4/22/2010

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APR 16 2010

Case: GPA-37467
13935812015
BETTAGLIO FAMILY TRUST
3643 MEADOWLANDS LN
SAN JOSE CA 95135-1650

Submitted after final agenda
Date 4/22PC Item 18A
~~40A~~

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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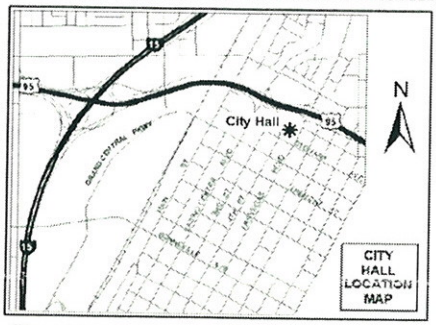
APR 09 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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[X] I SUPPORT this Request
[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-37467

Planning Commission Meeting of 4/22/2010

Case: GPA-37467

13936411013
CHURCH PENTECOSTAL UNITED
4775 HAPPY VALLEY
LAS VEGAS NV 89121-7121

RECEIVED
APR 22 2010

Submitted after final agenda

Date 4/22/10 Item 18

Arnold Stalk Consulting
100 Park Vista Drive #2005
Las Vegas, Nevada 89138
(702) 624-5792
(702) 243-2377/FAX
arnoldstalk@gmail.com

Letter of Support
Las Vegas Gateway Center

DATE: March 16, 2010

TO: Arnold Stalk PhD
100 Park Vista Drive #2005
Las Vegas, Nevada 89138

RE: Las Vegas Gateway Center
NEC/SEC Fremont Street, Eastern Avenue
Downtown Las Vegas, Nevada

LV AGENDA Items:
CLV Application #SDR-37469
CLV Application #GPA-37467
CLV Application #VAR-37470

Dear Mr. Stalk,

This letter is to confirm my support of your project located at the Northeast and Southeast corners of Fremont Street and Eastern Avenue, Las Vegas, Nevada 89101.

I support the proposed Las Vegas Gateway Commercial Center to be built in Downtown Las Vegas, Nevada.

We wish you the very best in your endeavor.

Sincerely,

PLEASE PRINT:

Name: Richard J. Potter

Address: 560 E Oakey Blvd

City/State/Zip: Las Vegas, NV 89104

Signature: Richard J. Potter

Thank you.

Submitted at Planning Commission
Date 4/22/10 Item 18-20

Arnold Stalk Consulting
100 Park Vista Drive #2005
Las Vegas, Nevada 89138
(702) 624-5792
(702) 243-2377/FAX
arnoldstalk@gmail.com

Letter of Support
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Sincerely,

PLEASE PRINT:

Name: Robert Kritin

Address: 2777 Paradise Rd

City/State/Zip: Las Vegas NV 89109

Signature:

Thank you.

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100 Park Vista Drive #2005
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(702) 624-5792
(702) 243-2377/FAX
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Sincerely,

WOULD LIKE TO SEE THE AIRWINS APT. UNITS INCLUDED INTO A GRAND MASTER PLAN AND THE PROPERTIES DEVELOPED TOGETHER.

PLEASE PRINT:

Name: TODD FARLOW

Address: 240 N. 19TH STREET

City/State/Zip: LAS VEGAS, NV. 89101-4405

Signature:

Thank you.

Arnold Stalk Consulting
100 Park Vista Drive #2005
Las Vegas, Nevada 89138
(702) 624-5792
(702) 243-2377/FAX
arnoldstalk@gmail.com

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Sincerely,

PLEASE PRINT:

Name: Maria Sequeira

Address: PO Box 43222

City/State/Zip: Las Vegas, NV 89116

Signature: M. M. Sq

Thank you.

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100 Park Vista Drive #2005
Las Vegas, Nevada 89138
(702) 624-5792
(702) 243-2377/FAX
arnoldstalk@gmail.com

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Sincerely,

PLEASE PRINT:

Name: Jose R. Segueira

Address: PO Box 43222

City/State/Zip: Las Vegas, NV 89116

Signature: [signature]

Thank you.

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Las Vegas, Nevada 89138
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Sincerely,

PLEASE PRINT:

Name:	Jim Shadlaus
Address:	3275 S. Jones Blvd, Ste. 106
City/State/Zip:	Las Vegas, NV 89146
Signature:	J Shadlaus

Thank you.

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100 Park Vista Drive #2005
Las Vegas, Nevada 89138
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(702) 243-2377/FAX
arnoldstalk@gmail.com

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Sincerely,

PLEASE PRINT:

Name:	**Barri Levy**
Address:	**11335 Corsica Mist Ave.**
City/State/Zip:	**Las Vegas, NV 89135**
Signature:	

Thank you.

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100 Park Vista Drive #2005
Las Vegas, Nevada 89138
(702) 624-5792
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Sincerely,

PLEASE PRINT:

Name: RICHARD CUEN

Address: 3202 BROOKFIELD DR.

City/State/Zip: LAS VEGAS, NV. 89120

Signature:

Thank you.

Heaven can wait animal society

P.O Box 30158
Las Vegas, NV 89173-0158
(702) 227-5555
www.hcws.org

Tax Exempt 501 (c) 3

Arnold Stalk PhD
100 Park Vista Drive #2005
Las Vegas, Nevada 89138
702-624-5792

Letter of Support
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Sincerely,

PLEASE PRINT:

Name: Harold Vosko
Address: 546 N. Eastern Ave Suite 175
City/State/Zip: Las Vegas, NV 89101
Signature: H Vosko

Thank you.

hcws.org

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100 Park Vista Drive #2005
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arnoldstalk@gmail.com

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Sincerely,

PLEASE PRINT:

Name: B. MAHLON BROWN

Address: 3312 CIRCLE DALE TERRACE

City/State/Zip: LAS VEGAS, NV. 89102

Signature: [signature]

Thank you.

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100 Park Vista Drive #2005
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Sincerely,

PLEASE PRINT:

Name: MARK WHITEHOUSE

Address: 10 RESEARCH LANE

City/State/Zip: LV NV 89101

Signature:

Thank you.

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Sincerely,

PLEASE PRINT:

Name: **__Lisa Fittante_____**

Address: **_2105 Lavers Circle Suite 303_____**

City/State/Zip: **____Delray Beach, Florida 33444____**

Signature: **_____Lisa Fittante_____** 3/16/10

Thank you.

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Sincerely,

PLEASE PRINT:

Name: Cindy Rubinstein

Address: 7140 Dean Martin Dr. Ste 1000

City/State/Zip: Las Vegas, NV 89118

Signature: Cindy Rubinstein

Thank you.

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100 Park Vista Drive #2005
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arnoldstalk@gmail.com

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Sincerely,

PLEASE PRINT:

Name: SONNY BAZBAZ

Address: 299 PARK AVENUE

City/State/Zip: NEW YORK, NY 10171

Signature:

Thank you.

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100 Park Vista Drive #2005
Las Vegas, Nevada 89138
(702) 624-5792
(702) 243-2377/FAX
arnoldstalk@gmail.com

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Sincerely,

PLEASE PRINT:

Name: DR. WILLIAM D. METT

Address: 11539 CANTINA TERCANO PLACE

City/State/Zip: LAS VEGAS, NV 89119

Signature:

Thank you.

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Las Vegas, Nevada 89138
(702) 624-5792
(702) 243-2377/FAX
arnoldstalk@gmail.com

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Sincerely,

PLEASE PRINT:

Name: Yamilka Palmquist

Address: 7777 S. Jones Blvd

City/State/Zip: Las Vegas, NV 89139

Signature: Yamilka Palmquist

Thank you.

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100 Park Vista Drive #2005
Las Vegas, Nevada 89138
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Sincerely,

PLEASE PRINT:

Name: Thomas D. Carter

Address: 87 Old Course Dr.

City/State/Zip: Newport Beach Ca 92660

Signature:

Thank you.

RECEIVED
MAR 22 2010

dedward@ttlv.net

From: <dedward@ttlv.net>
To: <arnoldstalk@gmail.com>
Cc: "Rob Levrant" <rlevrant@LasVegasNevada.GOV>; <texsano@cox.net>
Sent: Thursday, March 18, 2010 1:01 PM
Subject: Las Vegas Gateway Centre Project

Greetings:

We are greatly concerned with the traffic impact this proposed shopping centre would create.

At the meeting we did not hear exactly what type of busineses would be allowed within this centre. Would the project include a "711" Convenience Store or something similar with a different name? Would there be a package liquor store allowed on the premises? Is there any intent to include a coctail lounge or beer parlor inside this complex? Are there going to be allowed any fast food chain operations within this project?

It is somewhat understandable at this time for there possibly not to be any signed leases for businesses within this project. However, are there guidelines and preferances set forth in place for the development of this centre?

Some businesses become an "attractive nuisance" in many of these places. These types of businesses tend to promote rowdy and illegal behaviorial patterns and become a determent to a community and making a centre a liability instead of an asset to the general area. The apparent intent of this centre is to upgrade the community area and our organization would like to see that happen. However we would like to see a committment put in place for the guarantee of the types of businesses to be allowed within this "Las Vegas Gateway Centre" Project and just what types of businesses are not going to be allowed. Convenient stores in general do create a rapid in and out of customers who drive fast and in a careless fashion darting in and out without proper stopping or signals and the sweeping of several lanes while speeding in and out. These types of businesses tend not to improve an area but rather tear them down even further. And sight must not be lost in the developer's planning that streses the cleaning up of the area with an upgrade in the current area.

We have been looking at Eastern Avenue from the alley to the north of this proposed centre and Charleston Blvd. Surely there is an easement along the property line. What would it take for the city to widen Easter Avenue at this point of reference with one more lane for the traffic to enter the Gateway Centre? Would the project itself forfeit some of their land to create this extra lane for ingress traffic and then construct this extra lane for traffic at their expense and no expense to the city which now is expressing a budget crunch?

We really are trying to work with you on this project and help come up with improvements, safeguards and solutions. We do feel that this area begs for redevelopment and a full upgrade. We want asurances of a big improvement in that area so we can endorse this project rather than to oppose the entire centre.

Thank You -
Sincerely,
Doinald Fondriasopolous / President-Resident Agent
Boulder Dam Homesite Addition Association&Residential Park Inc;
dedward@ttlv.net

cc/Robert Taylor / Block Captain 1701 E Cedar Ave;
Robert Levrant - City Planning & Neighborhood Services
C Poliak U.S.Senator Candidate
Anthony Guarino Code Enforcement Officer

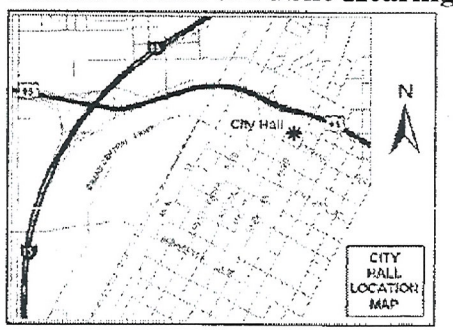
04/22/10 PC
GPA-37467
ZON-37469 C
SDR-37470

3/18/2010

Apr 12 10 08:08a Matusow Family Trust 7024545011 p.1

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-37467

Planning Commission Meeting of 4/22/2010

Case: GPA-37467
13936410054
MATUSOW FAMILY TRUST
2305 SHOREWOOD HILLS AVE
HENDERSON NV 89052-8763

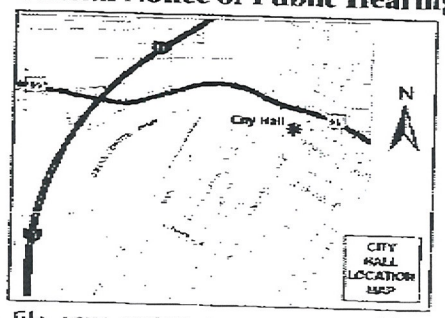
RECEIVED
APR 11 2010

184

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested

Official Notice of Public Hearing



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☐ I SUPPORT this Request

☐ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-37467

Planning Commission Meeting of 4/22/2010

13935813017 Case: GPA-37467
RODRIGUEZ FELIPE JR
3468 RUTH DR
LAS VEGAS NV 89121-3209

RECEIVED
APR 13 2010

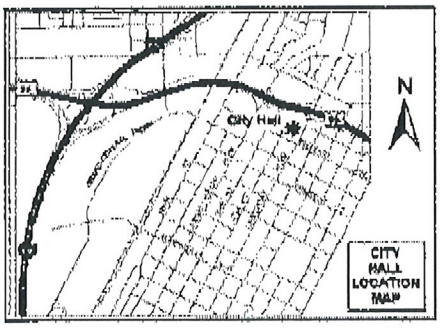
184

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PITNEY BOWES
02 1M $ 00.44
0004279218 APR 09 2010
MAILED FROM ZIPCODE 89101

Return Service Requested

Official Notice of Public Hearing



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GPA-37467

Planning Commission Meeting of 4/22/2010

Case: GPA-37467
13936411001
PARKER PRISCILLA E REVOCABLE TR
3210 W CHARLESTON BLVD #2
LAS VEGAS NV 89102-0080

RECEIVED
APR 13 2010

18A

City of Las Vegas Agenda Item No.: **71.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: MAY 19, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

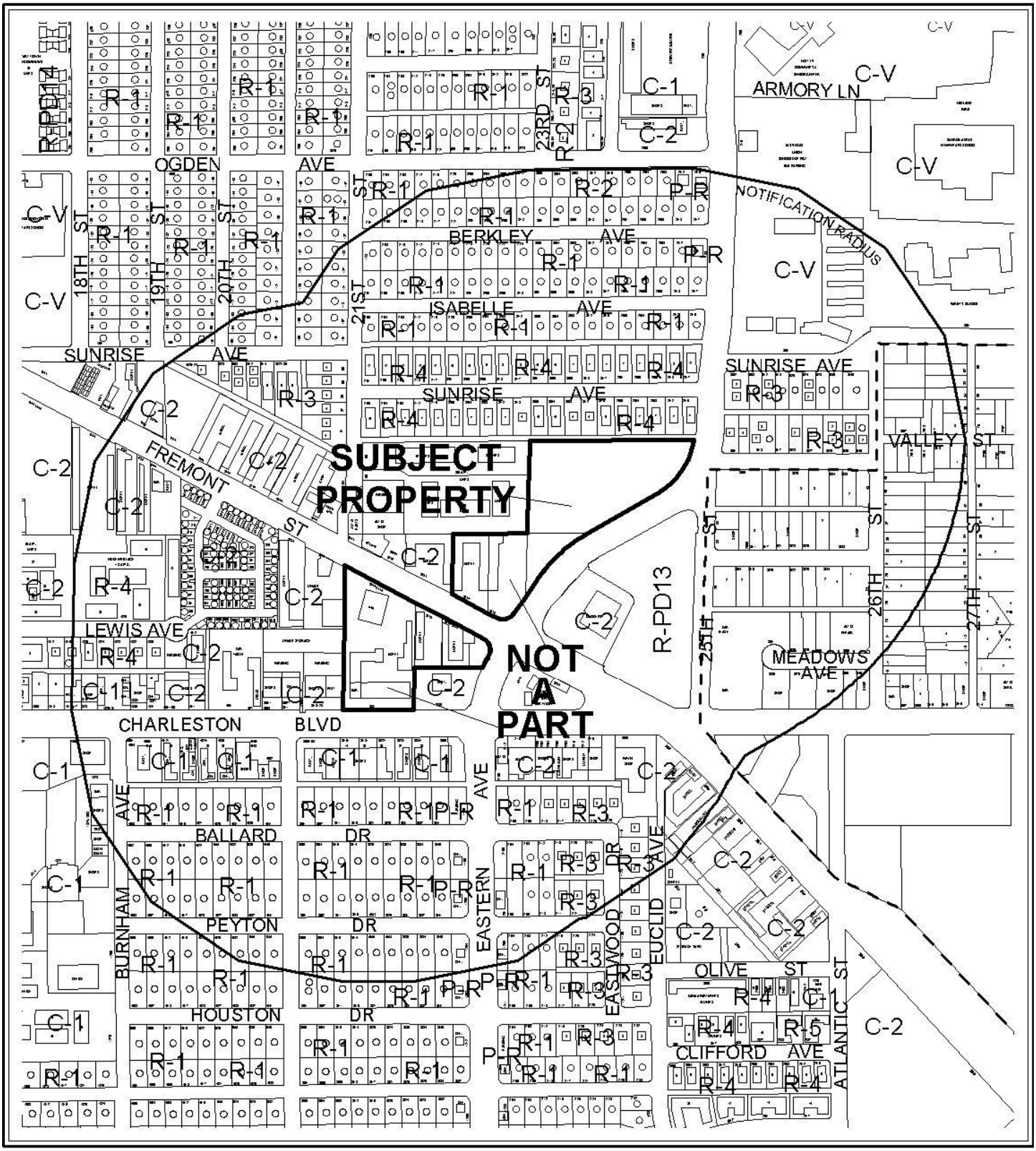
SUBJECT:
ZON-37469 - REZONING RELATED TO GPA-37467 - PUBLIC HEARING – APPLICANT: ARNOLD STALK - OWNER: MARY BARTSAS 14, LLC - Request for a Rezoning FROM: R-4 (HIGH DENSITY RESIDENTIAL) TO: C-2 (GENERAL COMMERCIAL) on 3.75 acres on the west side of Eastern Avenue, approximately 160 feet south of Sunrise Avenue (APN 139-35-804-002), Ward 3 (Reese). The Planning Commission (5-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**23**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (5-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Location and Aerial Maps
3. Supporting Documentation
4. Justification Letter
5. Backup referenced from the April 22, 2010 Planning Commission Meeting Item ZON-37469

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.



0 500 1000 Feet

CASE: **ZON-37469**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY:
R-4 (HIGH DENSITY RESIDENTIAL)

PROPOSED ZONING OF SUBJECT PROPERTY:
C-2 (GENERAL COMMERCIAL)



0 500 1000 Feet

CASE: **ZON-37469**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY:
R-4 (HIGH DENSITY RESIDENTIAL)

PROPOSED ZONING OF SUBJECT PROPERTY:
C-2 (GENERAL COMMERCIAL)

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **ZON-37469** APN: 139-35-804-002

Name of Property Owner: MARY BARTSAS IA, LLC

Name of Applicant: MARY BARTSAS IA, LLC

Name of Representative: ARNOLD STALK

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: AARON HANSEN

Subscribed and sworn before me

This 30th day of MARCH, 2010

_____

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
MARGARET A. MESSINGER
No: 94-0231-1
My Appointment Expires June 22, 2010

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: MARY BARTSAS 14, LLC REZONING

Project Address (Location) _____

Project Name LAS VEGAS GATEWAY CENTER **Proposed Use** _____

Assessor's Parcel #(s) 139-35-804-002 **Ward #** 3

General Plan: existing R-4 proposed _____ **Zoning:** existing R-4 proposed C-2

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER MARY BARTSAS 14, LLC **Contact** AARON HANSON

Address 601 SOUTH RANCHO ROAD C#23 **Phone:** 735-6377 **Fax:** 243-2377

City LAS VEGAS, NEVADA **State** NV. **Zip** 89106

E-mail Address AHANSON@BARTSASENTERPRISES.ORG

APPLICANT ARNOLD STALK **Contact** ARNOLD STALK

Address 2701 ALTA DRIVE **Phone:** 624-5792 **Fax:** 243-2377

City LAS VEGAS **State** NV **Zip** 89107

E-mail Address ARNOLDSTALK@GMAIL.COM

REPRESENTATIVE ARNOLD STALK **Contact** ARNOLD STALK

Address 2701 ALTA DRIVE **Phone:** 624-5792 **Fax:** 243-2377

City LAS VEGAS **State** NV. **Zip** 89107

E-mail Address _____

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name AARON HANSEN

Subscribed and sworn before me

This 30th day of MARCH, 2010

Margaret A. Messinger

Notary Public in and for said County and State

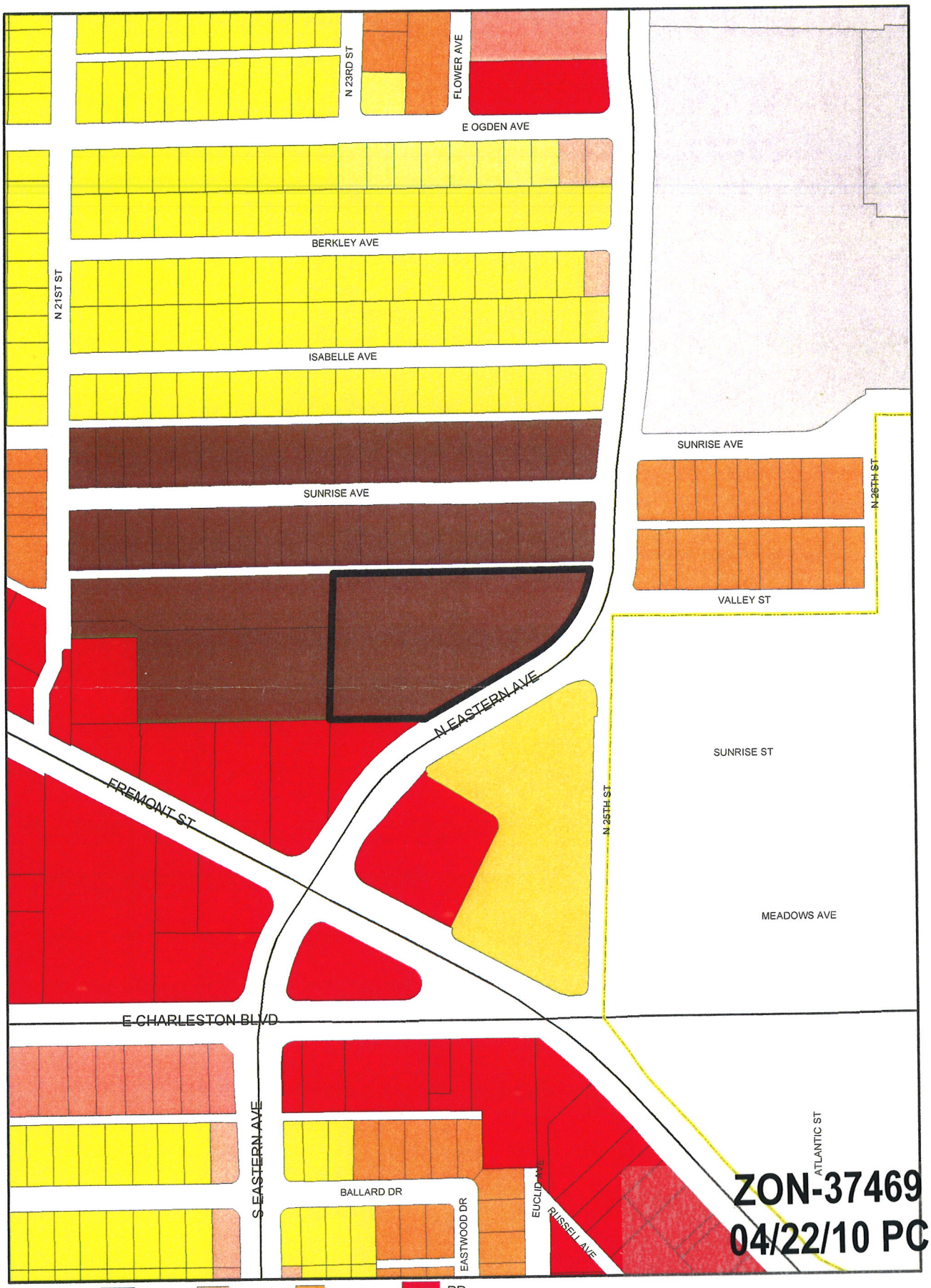
NOTARY PUBLIC
STATE OF NEVADA
County of Clark
MARGARET A. MESSINGER
No: 94-0231-1
My Appointment Expires June 22, 2010

FOR DEPARTMENT USE ONLY

Case #	ZON-37469
Meeting Date:	4/22/10
Total Fee:	
Date Accepted:	
Accepted By:	

***The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development for consistency with applicable sections for the Zoning Ordinance.**

REZONING Parcel: 139-35-804-002



ZON-37469
04/22/10 PC

ZONING

C-V	U	R-MH	R-MHP	PD
C-PB	R-A	R-CL	P-R	T-D
P-C	R-E	R-2	N-S	TC
	R-D	R-3	O	C-2
	R-PD	R-4	C-D	C-M
	R-1	R-5	C-1	M

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FEB 22 2010

From R-4 to C-2

Data Current as of: February 18, 2010

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity, this map is for reference only. Geographic Information System, Planning & Development Dept. 702-229-6301

PLANNING & DEVELOPMENT

100 Park Vista Drive Bldg. #1 Suite 2005
Las Vegas, Nevada 89138
702-624-5792 243-2377/FAX

Arnold Stalk Consulting Nv. License #47012

February 21, 2010

Ms. M. Margo Wheeler, A.I.C.P
City of Las Vegas
Planning and Development Department
731 South Fourth Street
Las Vegas, NV 89101
Phone: (702) 229-6301
Fax: (702) 474-7463

RE: Justification Letter

SWC and NWC Fremont Street /Eastern Avenue
Las Vegas, Nevada 89101

Parcel Addresses
2100 Fremont Street, Las Vegas, Nevada 89101
2212 Fremont Street, Las Vegas, Nevada 89101
2216 Fremont Street, Las Vegas, Nevada

SITE APN:
139-35-803-015; 139-35-803-016; 139-35-803-017

NWC Fremont/Eastern
Vacant Parcels:
13935804002 & 13935804010

Land w/Buildings
2219 Fremont Street
2217 Fremont Street

SITE APN:
139-35-804-009
139-35-804-008

This submittal to the City of Las Vegas is for the following actions:

1. Amend the General Plan from: "MXU" to "C".
2. Site Plan Development Review: SDR for Retail development.
3. Rezoning: R-4 to C-2.

The subject sites currently contain the following:

- The Blue Angel Motel
- Club 2100
- Vegas motel
- Pasianos Bus Terminal
- DMV processing office
- Par-A-Dice Motel
- Vacant parcels

RECEIVED
FEB 22 2010

The proposed plan includes:

Development Description:

The Las Vegas Gateway Center is a master planned retail commercial center. The development is located in the heart of Downtown Las Vegas, Nevada.

Redevelopment Renaissance:
The City of Las Vegas, Nevada, Downtown Redevelopment Agency is responsible for the redevelopment and revitalization of Downtown Las Vegas. Major projects include the World Market Center, The Premium Outlet Mall, The Golden Nugget Hotel & Casino expansion The Lou Ruvo Brain Institute, Symphony Park, and The Smith center for the Performing Arts, the new Las Vegas City Hall complex and other major development projects that are in the planning stages.

Las Vegas Gateway Center Master Plan
The Las Vegas Gateway Center is a master planned retail center that will be built on approximately 9.61 (+/-) acres. The site currently contains a combination of vacant parcels and existing structures that are set to be demolished thereby creating the building pads for the retail center complex.

The site is located at the major intersection of Downtown Las Vegas known as "The Four Corners". This is comprised of Fremont Street, Eastern Avenue, Charleston Blvd. and Boulder Highway. Daily traffic volumes at the Four Corners are estimated at 80,000 (+/-) cars per day per C. B. Richard Ellis, making this intersection of arterial streets among the highest traffic volume in Southern Nevada.

The Las Vegas Gateway Center will contain:

Retail shops:	95,575 (+/-) Square Feet
Parking:	395 spaces
Retail uses:	Super market Retail shops Club Miami (Salsa club) Neighborhood retail shops Outdoor dining/patios
Construction jobs:	50 full time 20 part time
Permanent retail jobs:	115 full time 40 part time
Hours of Operation:	Market/24 hours/day/7 days a week Retail shop uses vary per business. Fast food pads: 24 hours/7 days per week.

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A Neighborhood Meeting was Held at:

East Las Vegas Community Service Center

2500 North Eastern Avenue
(SEC Stewart Street and Eastern Avenue)
Las Vegas, NV 89101-4711
(702) 229-1515

Date of Meeting: March 4, 2010

Time: 5:30 pm to 6:30 pm

The Owners of the subject site is Mary Barstas Enterprises, LLC. The Executive Trustees for the Mary Barstas Enterprises, LLC is Ms. Sharron Prusse and Mr. Aaron Hanson have made a substantial commitment to the redevelopment and revitalization of the subject parcels as follows:

Pre-Development Work Completed to Date:

- Retention of a Development Consultant to coordinate all aspects of the Las Vegas Gateway center.
- Architecture/Planning/Master Plans prepared.
- Geotechnical Phase 1 Asbestos Abatement reports and explorations.
- Demolition bidding for the Blue Angel, Vegas and Par-a-Dice Motels.
- Rehabilitation of the former Club 2100 (in process).
- Retention of CB Richard Ellis an exclusive Real Estate Broker for the Las Vegas Gateway Center.
- National marketing campaign by CB Richard Ellis.
- Negotiations with three (3) national credit tenants for leasing opportunities.
- Commitment to preserve and restore the historic "Blue Angel" with the City of Las Vegas, Nevada.
- Barstas consultants have worked with City of Las Vegas staff and have had several meetings up to this date.
- Barstas consultants have held a neighborhood meeting to present the Las Vegas Gateway Center project and have met with several neighboring commercial tenants to address any concerns or issues that may arise and to garner support for the project.

The Las Vegas Gateway Center will provide the following to Downtown Las Vegas:

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FEB 22 2010

- A "shovel ready" project.
- Construction jobs: 50 full time
  20 part time

ZON-37469
04/22/10 PC

- Permanent retail jobs: 115 full time
  40 part time

- Revenue to the City of Las Vegas.

- Revitalization of the "Eastern Edge" of Downtown Las Vegas, Fremont Street which is badly blighted and is in need of revitalization projects such as the Las Vegas Gateway Center.

The Las Vegas Gateway Center will be the Gateway to Downtown Las Vegas from the four (4) corner major intersection of Fremont Street, Eastern Avenue, Charleston Blvd. and Boulder Highway.

Respectfully submitted by:

_____

Arnold Stalk PhD
Arnold Stalk Consulting
Mary Barstas Enterprises, LLC

c.c. Steve Swanton, AICP
Senior Planner
Planning and Development Department
City of Las Vegas
702-229-4714/Office
702-384-1397/FAX
sswanton@lasvegasnevada.gov

Tom Burkart
Senior Economic Development Officer - Fast Track Team
Office of Business Development
Las Vegas Redevelopment Agency
400 Stewart Ave., 2nd Fl.
Las Vegas, NV 89101
702-229-6853/O
702-385-3128/FAX
tburkart@lasvegasnevada.com

Mr. Aaron Hanson, Executive Trustee Manger: ahansen@bartsasenterprises.org
Ms. Sharron Prusse, Executive Trustee Manager sprusse@bartsasenterprises.org
Mary Barstas Enterprises, LLC
601 South Rancho Drive
Suite C23
Las Vegas, Nevada 89106

RECEIVED
FEB 22 2010

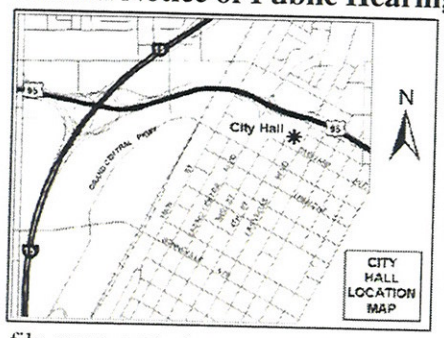
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 APR 09 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-37469

Planning Commission Meeting of 4/22/2010

a prior Newspaper shop became a money laundering shop on the corner of peyton & crest woods. also not kept up.

Case: ZON-37469
16202514025
HESS SALLY
2021 PEYTON DR
LAS VEGAS NV 89104-2013

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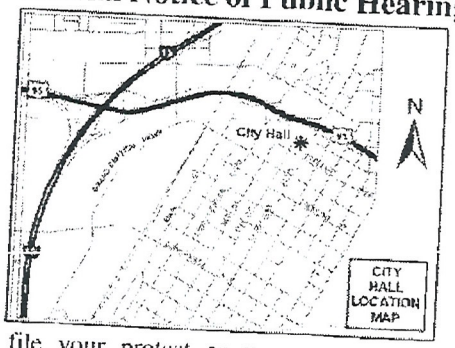
APR 19 2010
PLANNING

Submitted after final agenda
Date 4/19/10 Item 49

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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[X] I SUPPORT this Request
[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-37469

Planning Commission Meeting of 4/22/2010

13936410054 Case: ZON-37469
MATUSOW FAMILY TRUST
2305 SHOREWOOD HILLS AVE
HENDERSON NV 89052-8763

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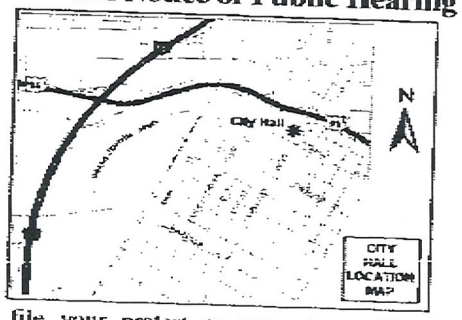
APR 11 2010

194

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested

Official Notice of Public Hearing



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☐ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-37469

Planning Commission Meeting of 4/22/2010

13935813017 Case: ZON-37469
RODRIGUEZ FELIPE JR
3468 RUTH DR
LAS VEGAS NV 89121-3209

RECEIVED
APR 13 2010

194

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

FIRST CLASS

PITNEY BOWES
02 1M $00.41
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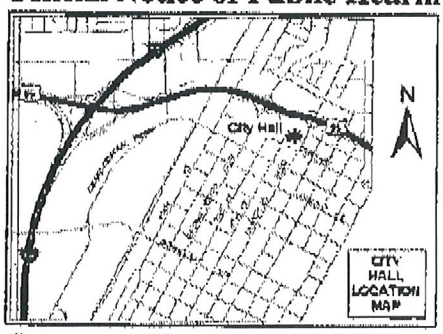
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-37469

Planning Commission Meeting of 4/22/2010

Case: ZON-37469
13936411001
PARKER PRISCILLA E REVOCABLE TR
3210 W CHARLESTON BLVD #2
LAS VEGAS NV 89102-0080

RECEIVED
APR 13 2010

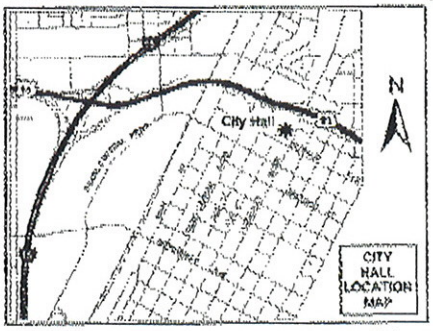
19A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 APR 09 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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Case: ZON-37469

13935803024
WESTERFIELD-WOODBURY L L C
1930 VILLAGE CTR #3-938
LAS VEGAS NV 89134-6299

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

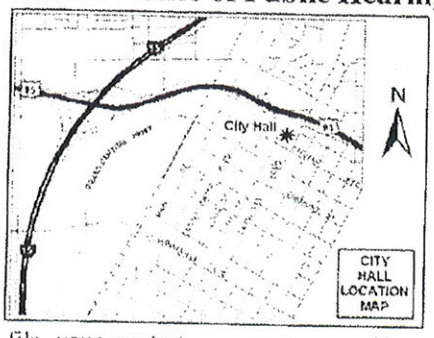
ZON-37469
Planning Commission Meeting of 4/22/2010

RECEIVED
APR 16 2010

Submitted after final agenda
Date 4/22 PC Item 19A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-37469

Planning Commission Meeting of 4/22/2010

Case: ZON-37469

13935812015
BETTAGLIO FAMILY TRUST
3643 MEADOWLANDS LN
SAN JOSE CA 95135-1650

RECEIVED
APR 16 2010

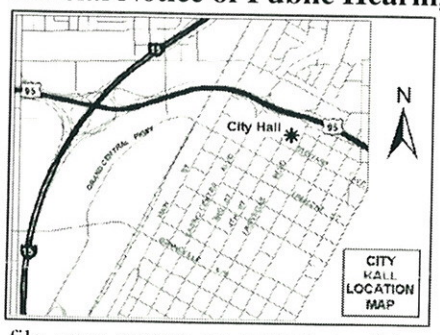
Submitted after final agenda
Date 4/22 PC Item 19A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279218
$ 00.41⁴
APR 09 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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[X] I SUPPORT this Request

[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-37469

Planning Commission Meeting of 4/22/2010

Case: ZON-37469

13936411013
CHURCH PENTECOSTAL UNITED
4775 HAPPY VALLEY
LAS VEGAS NV 89121-7121

RECEIVED
APR 22 2010

Submitted after final agenda

Date 4/22/10 Item 19

Arnold Stalk Consulting
100 Park Vista Drive #2005
Las Vegas, Nevada 89138
(702) 624-5792
(702) 243-2377/FAX
arnoldstalk@gmail.com

Letter of Support
Las Vegas Gateway Center

DATE: March 16, 2010

TO: Arnold Stalk PhD
100 Park Vista Drive #2005
Las Vegas, Nevada 89138

RE: Las Vegas Gateway Center
NEC/SEC Fremont Street, Eastern Avenue
Downtown Las Vegas, Nevada

LV AGENDA Items:
CLV Application #SDR-37469
CLV Application #GPA-37467
CLV Application #VAR-37470

Dear Mr. Stalk,

This letter is to confirm my support of your project located at the Northeast and Southeast corners of Fremont Street and Eastern Avenue, Las Vegas, Nevada 89101.

I support the proposed Las Vegas Gateway Commercial Center to be built in Downtown Las Vegas, Nevada.

We wish you the very best in your endeavor.

Sincerely,

PLEASE PRINT:

Name: Richard J. Potter

Address: 560 E Oakey Blvd

City/State/Zip: Las Vegas, NV 89104

Signature: Richard J. Potter

Thank you.

Submitted at Planning Commission
Date 4/22/10 Item 18-20

Arnold Stalk Consulting
100 Park Vista Drive #2005
Las Vegas, Nevada 89138
(702) 624-5792
(702) 243-2377/FAX
arnoldstalk@gmail.com

Letter of Support
Las Vegas Gateway Center

DATE:	March 16, 2010
TO:	Arnold Stalk PhD 100 Park Vista Drive #2005 Las Vegas, Nevada 89138
RE:	Las Vegas Gateway Center NEC/SEC Fremont Street, Eastern Avenue Downtown Las Vegas, Nevada
LV AGENDA Items:	**CLV Application #SDR-37469** **CLV Application #GPA-37467** **CLV Application #VAR-37470**

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We wish you the very best in your endeavor.

Sincerely,

PLEASE PRINT:

Name: Robert Kritin

Address: 2777 Paradise Rd

City/State/Zip: Las Vegas NV 89109

Signature:

Thank you.

Arnold Stalk Consulting
100 Park Vista Drive #2005
Las Vegas, Nevada 89138
(702) 624-5792
(702) 243-2377/FAX
arnoldstalk@gmail.com

Letter of Support
Las Vegas Gateway Center

DATE: March 16, 2010

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100 Park Vista Drive #2005
Las Vegas, Nevada 89138

RE: Las Vegas Gateway Center
NEC/SEC Fremont Street, Eastern Avenue
Downtown Las Vegas, Nevada

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We wish you the very best in your endeavor.

Sincerely,

WOULD LIKE TO SEE THE AIRWINS APT. UNITS INCLUDED INTO A GRAND MASTER PLAN AND THE PROPERTIES DEVELOPED TOGETHER.

PLEASE PRINT:

Name: TODD FARLOW

Address: 240 N. 19TH STREET

City/State/Zip: LAS VEGAS, NV. 89101-4405

Signature:

Thank you.

Arnold Stalk Consulting
100 Park Vista Drive #2005
Las Vegas, Nevada 89138
(702) 624-5792
(702) 243-2377/FAX
arnoldstalk@gmail.com

Letter of Support
Las Vegas Gateway Center

DATE: March 16, 2010

TO: Arnold Stalk PhD
100 Park Vista Drive #2005
Las Vegas, Nevada 89138

RE: Las Vegas Gateway Center
NEC/SEC Fremont Street, Eastern Avenue
Downtown Las Vegas, Nevada

LV AGENDA Items: **CLV Application #SDR-37469**
CLV Application #GPA-37467
CLV Application #VAR-37470

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We wish you the very best in your endeavor.

Sincerely,

PLEASE PRINT:

Name: Maria Sequeira

Address: PO Box 43222

City/State/Zip: Las Vegas, NV 89116

Signature: M. M. Sq

Thank you.

Arnold Stalk Consulting
100 Park Vista Drive #2005
Las Vegas, Nevada 89138
(702) 624-5792
(702) 243-2377/FAX
arnoldstalk@gmail.com

Letter of Support
Las Vegas Gateway Center

DATE:	March 16, 2010
TO:	Arnold Stalk PhD 100 Park Vista Drive #2005 Las Vegas, Nevada 89138
RE:	Las Vegas Gateway Center NEC/SEC Fremont Street, Eastern Avenue Downtown Las Vegas, Nevada
LV AGENDA Items:	**CLV Application #SDR-37469** **CLV Application #GPA-37467** **CLV Application #VAR-37470**

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We wish you the very best in your endeavor.

Sincerely,

PLEASE PRINT:

Name: Jose R. Segueira

Address: PO Box 43222

City/State/Zip: Las Vegas, NV 89116

Signature: [signature]

Thank you.

Arnold Stalk Consulting
100 Park Vista Drive #2005
Las Vegas, Nevada 89138
(702) 624-5792
(702) 243-2377/FAX
arnoldstalk@gmail.com

Letter of Support
Las Vegas Gateway Center

DATE:	March 16, 2010
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We wish you the very best in your endeavor.

Sincerely,

PLEASE PRINT:

Name:	Jim Shadlaus
Address:	3275 S. Jones Blvd, Ste. 106
City/State/Zip:	Las Vegas, NV 89146
Signature:	J Shadlaus

Thank you.

Arnold Stalk Consulting
100 Park Vista Drive #2005
Las Vegas, Nevada 89138
(702) 624-5792
(702) 243-2377/FAX
arnoldstalk@gmail.com

Letter of Support
Las Vegas Gateway Center

DATE:	March 16, 2010
TO:	Arnold Stalk PhD 100 Park Vista Drive #2005 Las Vegas, Nevada 89138
RE:	Las Vegas Gateway Center NEC/SEC Fremont Street, Eastern Avenue Downtown Las Vegas, Nevada
LV AGENDA Items:	**CLV Application #SDR-37469** **CLV Application #GPA-37467** **CLV Application #VAR-37470**

Dear Mr. Stalk,

This letter is to confirm my support of your project located at the Northeast and Southeast corners of Fremont Street and Eastern Avenue, Las Vegas, Nevada 89101.

I support the proposed Las Vegas Gateway Commercial Center to be built in Downtown Las Vegas, Nevada.

We wish you the very best in your endeavor.

Sincerely,

PLEASE PRINT:

Name:	**Barri Levy**
Address:	**11335 Corsica Mist Ave.**
City/State/Zip:	**Las Vegas, NV 89135**
Signature:	

Thank you.

Arnold Stalk Consulting
100 Park Vista Drive #2005
Las Vegas, Nevada 89138
(702) 624-5792
(702) 243-2377/FAX
arnoldstalk@gmail.com

Letter of Support
Las Vegas Gateway Center

DATE:	March 16, 2010
TO:	Arnold Stalk PhD 100 Park Vista Drive #2005 Las Vegas, Nevada 89138
RE:	Las Vegas Gateway Center NEC/SEC Fremont Street, Eastern Avenue Downtown Las Vegas, Nevada
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We wish you the very best in your endeavor.

Sincerely,

PLEASE PRINT:

Name: RICHARD CUEN

Address: 3202 BROOKFIELD DR.

City/State/Zip: LAS VEGAS, NV. 89120

Signature:

Thank you.

Heaven can wait animal society

P.O Box 30158
Las Vegas, NV 89173-0158
(702) 227-5555
www.hcws.org

Tax Exempt 501 (c) 3

Arnold Stalk PhD
100 Park Vista Drive #2005
Las Vegas, Nevada 89138
702-624-5792

Letter of Support
Las Vegas Gateway Center

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We wish you the very best in your endeavor.

Sincerely,

PLEASE PRINT:

Name: Harold Vosko
Address: 546 N. Eastern Ave Suite 175
City/State/Zip: Las Vegas, NV 89101
Signature: H Vosko

Thank you.

hcws.org

Arnold Stalk Consulting
100 Park Vista Drive #2005
Las Vegas, Nevada 89138
(702) 624-5792
(702) 243-2377/FAX
arnoldstalk@gmail.com

Letter of Support
Las Vegas Gateway Center

DATE: March 16, 2010

TO: Arnold Stalk PhD
100 Park Vista Drive #2005
Las Vegas, Nevada 89138

RE: Las Vegas Gateway Center
NEC/SEC Fremont Street, Eastern Avenue
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We wish you the very best in your endeavor.

Sincerely,

PLEASE PRINT:

Name: B. MAHLON BROWN

Address: 3312 CIRCLE DALE TERRACE

City/State/Zip: LAS VEGAS, NV. 89102

Signature: [signature]

Thank you.

Arnold Stalk Consulting
100 Park Vista Drive #2005
Las Vegas, Nevada 89138
(702) 624-5792
(702) 243-2377/FAX
arnoldstalk@gmail.com

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We wish you the very best in your endeavor.

Sincerely,

PLEASE PRINT:

Name: MARK WHITEHOUSE

Address: 10 RESEARCH LANE

City/State/Zip: LV NV 89101

Signature:

Thank you.

Arnold Stalk Consulting
100 Park Vista Drive #2005
Las Vegas, Nevada 89138
(702) 624-5792
(702) 243-2377/FAX
arnoldstalk@gmail.com

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We wish you the very best in your endeavor.

Sincerely,

PLEASE PRINT:

Name: **__Lisa Fittante_____**

Address: **_2105 Lavers Circle Suite 303_____**

City/State/Zip: **____Delray Beach, Florida 33444____**

Signature: **_____Lisa Fittante_____** 3/16/10

Thank you.

Arnold Stalk Consulting
100 Park Vista Drive #2005
Las Vegas, Nevada 89138
(702) 624-5792
(702) 243-2377/FAX
arnoldstalk@gmail.com

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100 Park Vista Drive #2005
Las Vegas, Nevada 89138

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We wish you the very best in your endeavor.

Sincerely,

PLEASE PRINT:

Name: Cindy Rubinstein

Address: 7140 Dean Martin Dr. Ste 1000

City/State/Zip: Las Vegas, NV 89118

Signature: Cindy Rubinstein

Thank you.

Arnold Stalk Consulting
100 Park Vista Drive #2005
Las Vegas, Nevada 89138
(702) 624-5792
(702) 243-2377/FAX
arnoldstalk@gmail.com

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We wish you the very best in your endeavor.

Sincerely,

PLEASE PRINT:

Name: SONNY BAZBAZ

Address: 299 PARK AVENUE

City/State/Zip: NEW YORK, NY 10171

Signature:

Thank you.

Arnold Stalk Consulting
100 Park Vista Drive #2005
Las Vegas, Nevada 89138
(702) 624-5792
(702) 243-2377/FAX
arnoldstalk@gmail.com

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We wish you the very best in your endeavor.

Sincerely,

PLEASE PRINT:

Name: DR. WILLIAM D. METT

Address: 11539 CANTINA TERCANO PLACE

City/State/Zip: LAS VEGAS, NV 89119

Signature:

Thank you.

Arnold Stalk Consulting
100 Park Vista Drive #2005
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We wish you the very best in your endeavor.

Sincerely,

PLEASE PRINT:

Name: Yamilka Palmquist

Address: 7777 S. Jones Blvd

City/State/Zip: Las Vegas, NV 89139

Signature: Yamilka Palmquist

Thank you.

Arnold Stalk Consulting
100 Park Vista Drive #2005
Las Vegas, Nevada 89138
(702) 624-5792
(702) 243-2377/FAX
arnoldstalk@gmail.com

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We wish you the very best in your endeavor.

Sincerely,

PLEASE PRINT:

Name: Thomas D. Carter

Address: 87 Old Course Dr.

City/State/Zip: Newport Beach Ca 92660

Signature:

Thank you.

RECEIVED
MAR 22 2010

dedward@ttlv.net

From: <dedward@ttlv.net>
To: <arnoldstalk@gmail.com>
Cc: "Rob Levrant" <rlevrant@LasVegasNevada.GOV>; <texsano@cox.net>
Sent: Thursday, March 18, 2010 1:01 PM
Subject: Las Vegas Gateway Centre Project

Greetings:

We are greatly concerned with the traffic impact this proposed shopping centre would create.

At the meeting we did not hear exactly what type of busineses would be allowed within this centre. Would the project include a "711" Convenience Store or something similar with a different name? Would there be a package liquor store allowed on the premises? Is there any intent to include a coctail lounge or beer parlor inside this complex? Are there going to be allowed any fast food chain operations within this project?

It is somewhat understandable at this time for there possibly not to be any signed leases for businesses within this project. However, are there guidelines and preferances set forth in place for the development of this centre?

Some businesses become an "attractive nuisance" in many of these places. These types of businesses tend to promote rowdy and illegal behaviorial patterns and become a determent to a community and making a centre a liability instead of an asset to the general area. The apparent intent of this centre is to upgrade the community area and our organization would like to see that happen. However we would like to see a committment put in place for the guarantee of the types of businesses to be allowed within this "Las Vegas Gateway Centre" Project and just what types of businesses are not going to be allowed. Convenient stores in general do create a rapid in and out of customers who drive fast and in a careless fashion darting in and out without proper stopping or signals and the sweeping of several lanes while speeding in and out. These types of businesses tend not to improve an area but rather tear them down even further. And sight must not be lost in the developer's planning that streses the cleaning up of the area with an upgrade in the current area.

We have been looking at Eastern Avenue from the alley to the north of this proposed centre and Charleston Blvd. Surely there is an easement along the property line. What would it take for the city to widen Easter Avenue at this point of reference with one more lane for the traffic to enter the Gateway Centre? Would the project itself forfeit some of their land to create this extra lane for ingress traffic and then construct this extra lane for traffic at their expense and no expense to the city which now is expressing a budget crunch?

We really are trying to work with you on this project and help come up with improvements, safeguards and solutions. We do feel that this area begs for redevelopment and a full upgrade. We want asurances of a big improvement in that area so we can endorse this project rather than to oppose the entire centre.

Thank You -
Sincerely,
Doinald Fondriasopolous / President-Resident Agent
Boulder Dam Homesite Addition Association&Residential Park Inc;
dedward@ttlv.net

cc/Robert Taylor / Block Captain 1701 E Cedar Ave;
Robert Levrant - City Planning & Neighborhood Services
C Poliak U.S.Senator Candidate
Anthony Guarino Code Enforcement Officer

04/22/10 PC
GPA-37467
ZON-37469 C
SDR-37470

3/18/2010

City of Las Vegas Agenda Item No.: **72.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: MAY 19, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:

SDR-37470 - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-37467 AND ZON-37469 - PUBLIC HEARING – APPLICANT: ARNOLD STALK - OWNER: MARY BARTSAS 14, LLC, ET AL - Request for a Site Development Plan Review FOR A PROPOSED 90,595 SQUARE-FOOT SHOPPING CENTER WITH WAIVERS OF THE DOWNTOWN CENTENNIAL PLAN SETBACK STANDARDS AND TITLE 19 BUILDING PLACEMENT STANDARDS on 9.61 acres at the southwest and northwest corners of Fremont Street and Eastern Avenue (APNs 139-35-803-015 through 017, 139-35-804-002, and 139-35-804-008 through 010), C-2 (General Commercial) and R-4 (High Density Residential) Zones [PROPOSED: C-2 (General Commercial)], Ward 3 (Reese). The Planning Commission (4-1 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**23**
City Council Meeting	**0**	**City Council Meeting**	**2**

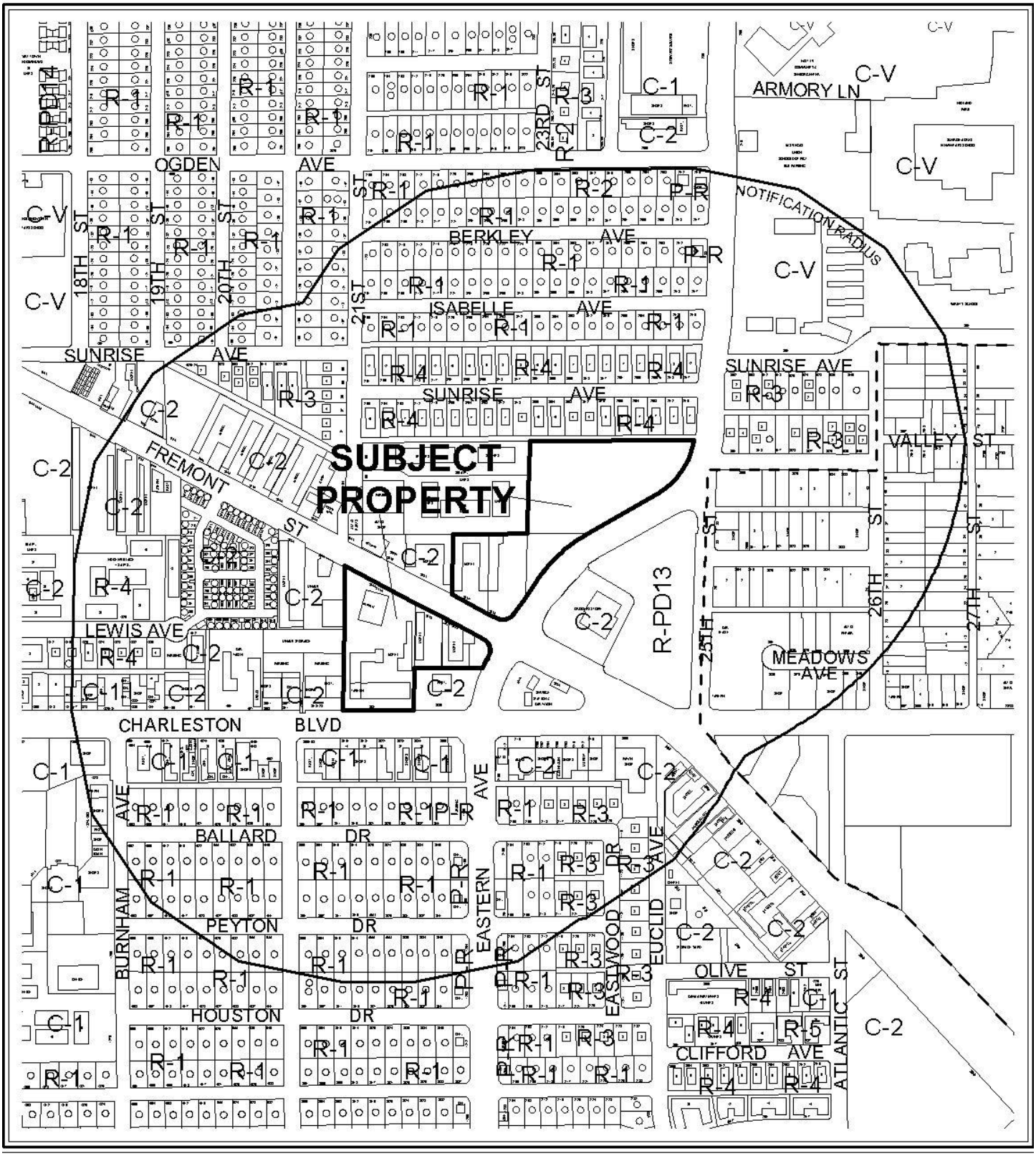
RECOMMENDATION:

The Planning Commission (4-1 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Consolidated Backup
2. Location and Aerial Maps
3. Supporting Documentation
4. Justification Letter
5. Support Postcards
6. Backup referenced from the April 22, 2010 Planning Commission Meeting Item SDR-37470

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.



0 500 1000 Feet

CASE: **SDR-37470**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY:
R-4 (HIGH DENSITY RESIDENTIAL) AND C-2 (GENERAL COMMERCIAL)

PROPOSED ZONING OF SUBJECT PROPERTY:
C-2 (GENERAL COMMERCIAL)

N



0 500 1000 Feet

CASE: **SDR-37470**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY:
R-4 (HIGH DENSITY RESIDENTIAL) AND C-2 (GENERAL COMMERCIAL)

PROPOSED ZONING OF SUBJECT PROPERTY:
C-2 (GENERAL COMMERCIAL)

N

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-37470** APN: 139-35-803-016 & 017

Name of Property Owner: MARF BARTGAB 3, LLC

Name of Applicant: ARNOLD STALK

Name of Representative: ARNOLD STALK

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

_____Yes __X__No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: [signature]

Print Name: AARON HANSEN

Subscribed and sworn before me

This 1st day of APRIL, 2010

Margaret A. [signature]

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
MARGARET A. MESSINGER
Appt. No. [illegible]
My Appt. Expires June 22, 2010

Revised 11-14-06

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-37470** APN: 139-35-804-008 & 009

Name of Property Owner: MARY BARSTAS 2, LLC

Name of Applicant: ARNOLD STALK

Name of Representative: ARNOLD STALK

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

_____Yes __X__No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: [signature]

Print Name: AARON HANSEN

Subscribed and sworn before me

This 1st day of APRIL, 2010

[signature]

Notary Public in and for said County and State

STATE OF NEVADA
County of Clark
MARGARET A. MESSINGER
Appointment Expires June 22, 2010

Revised 11-14-06

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-37470** APN: 139-35-803-015

Name of Property Owner: MARY BARTGAS 22, LLC

Name of Applicant: ARNOLD STALK

Name of Representative: ARNOLD STALK

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

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City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: [signature]

Print Name: AARON HANSEN

Subscribed and sworn before me

This 1st day of APRIL, 2010

Margaret A. Messinger

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
MARGARET A. MESSINGER
Appointment Expires June 22, 2010

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: SDR-37470 APN: 139-35-804-002 & 010

Name of Property Owner: MARY BARGAS 14, LLC

Name of Applicant: ARNOLD STALK

Name of Representative: ARNOLD STALK

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

_____ Yes __X__ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: [signature]

Print Name: AARON HANSEN

Subscribed and sworn before me

This 1st day of APRIL, 2010

Margaret A. Messinger

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
MARGARET A. MESSINGER
No: 96-0231-1
My Appointment Expires June 22, 2010

Revised 11-14-06

PLANNING & DEVELOPMENT
DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: SITE DEVELOPMENT PLAN REVIEW

Project Address (Location) 2212 & 2216 FREMONT ST.

Project Name LAS VEGAS CATERING CENTER **Proposed Use** SHOPPING CENTER

Assessor's Parcel #(s) 139-35-803-016 & 017 **Ward #** 3

General Plan: existing C proposed _____ **Zoning:** existing C-2 proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 1.01 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER MARY BARTSAS 3, LLC **Contact** AARON HANSON

Address 6001 SOUTH RANCHO ROAD #C-23 **Phone:** 735-6377 **Fax:** 366-9413

City LAS VEGAS **State** NEVADA **Zip** 89146

E-mail Address AHANSON@BARTSAS ENTERPRISES.ORG

APPLICANT ARNOLD STALK **Contact** ARNOLD STALK

Address 2701 ACTA DRIVE **Phone:** 624-5792 **Fax:** 243-2377

City LAS VEGAS **State** NV **Zip** 89107

E-mail Address ARNOLDSTALK@GMAIL.COM

REPRESENTATIVE ARNOLD STALK **Contact** ARNOLD STALK

Address 2701 ACTA DRIVE **Phone:** 624-5792 **Fax:** 243-2377

City LAS VEGAS **State** NV **Zip** 89107

E-mail Address ARNOLD STALK@GMAIL.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 AARON HANSEN

Subscribed and sworn before me

This 1st day of APRIL, 2010.

_____

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
MARGARET A. MESSINGER
Appointment Expires June 22, 2010

FOR DEPARTMENT USE ONLY

Case #	SDR-37470
Meeting Date:	4/22/10
Total Fee:	$1030.00
Date Received:*	2/22/10
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.

Revised 10/27/08

PLANNING & DEVELOPMENT

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: SITE DEVELOPMENT PLAN REVIEW

Project Address (Location) 2217 FREMONT & 2219 FREMONT ST.

Project Name LAS VEGAS GATEWAY CENTER **Proposed Use** SHOPPING CENTER

Assessor's Parcel #(s) 139-35-804-008 & 009 **Ward #** _____

General Plan: existing C proposed _____ **Zoning:** existing C-2 proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 1.66 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER MARI BARTSAS 2, LLC **Contact** AARON HANSON

Address 6015 S. RANCHO ROAD #C-23 **Phone:** 735-6377 **Fax:** 366-9413

City LAS VEGAS **State** NV **Zip** 89106

E-mail Address AHANSON@BARTSASENTERPRISES.ORG

APPLICANT ARNOLD STALK **Contact** ARNOLD STALK

Address 2701 ALTA DR. **Phone:** 629-5792 **Fax:** 243-2377

City LAS VEGAS **State** NV. **Zip** 89107

E-mail Address ARNOLDSTALK@GMAIL.COM

REPRESENTATIVE ARNOLD STALK **Contact** ARNOLD STALK

Address 2701 ALTA DRIVE **Phone:** 629-5792 **Fax:** 243-2377

City LAS VEGAS **State** NV **Zip** 89107

E-mail Address ARNOLDSTALK@GMAIL.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 AARON HANSEN

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Margaret A. Messinger

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
MARGARET A. MESSINGER
My Appt. Expires June 22, 2010

FOR DEPARTMENT USE ONLY

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Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

PLANNING & DEVELOPMENT
DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: SITE DEVELOPMENT PLAN REVIEW

Project Address (Location) 2100 FREMONT STREET

Project Name LAS VEGAS GATEWAY CENTER **Proposed Use** SHOPPING CENTER

Assessor's Parcel #(s) 139-35-803-015 **Ward #** 3

General Plan: existing MXU proposed C **Zoning:** existing C-2 proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 2.68 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER MARTIN BARTSAS 22, LLC **Contact** AARON HANSON
Address 601 S. RANCHO ROAD #C-23 **Phone:** 735-6377 **Fax:** 366-9413
City LAS VEGAS **State** NV **Zip** 89106
E-mail Address AHANSON@BARTSASENTERPRISES.COM

APPLICANT ARNOLD STALK **Contact** ARNOLD STALK
Address 2701 ACTA DRIVE **Phone:** 624-5792 **Fax:** 243-2377
City LAS VEGAS **State** NV **Zip** 89107
E-mail Address ARNOLD STALK@GMAIL.COM

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E-mail Address ARNOLD STALK@GMAIL.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 AARON HANSEN

Subscribed and sworn before me

This 18th day of APRIL, 2010.

Margaret A. Messinger

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
MARGARET A. MESSINGER
Expires June 22, 2010

FOR DEPARTMENT USE ONLY

Case #	SDR-37470
Meeting Date:	4/22/10
Total Fee:	$1030.00
Date Received:*	2/22/10
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.

Revised 10/27/08

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PLANNING & DEVELOPMENT
CITY OF LAS VEGAS
DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: SITE DEVELOPMENT PLAN REVIEW

Project Address (Location) —

Project Name LAS VEGAS GATEWAY CENTER **Proposed Use** SHOPPING CENTER

Assessor's Parcel #(s) 139-35-804-002 & 010 **Ward #** _____

General Plan: existing C proposed _____ **Zoning:** existing R-4 C-2 proposed C-2

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 4.26 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER MARY BARTSAS 14, LLC **Contact** AARON HANSON

Address 601 SOUTH RANCHO ROAD #C-23 **Phone:** 735-6377 **Fax:** 366-9413

City LAS VEGAS **State** NV. **Zip** 89106

E-mail Address AHANSON@BARTSASENTERPRISES.COM

APPLICANT ARNOLD STALK **Contact** ARNOLD STALK

Address 2701 ALTA DRIVE **Phone:** 624-5792 **Fax:** 243-2377

City LAS VEGAS **State** NV **Zip** 89107

E-mail Address ARNOLDSTALK@GMAIL.COM

REPRESENTATIVE ARNOLD STALK **Contact** ARNOLD STALK

Address 2701 ALTA DRIVE **Phone:** 624-5792 **Fax:** 243-2377

City LAS VEGAS **State** NV **Zip** 89107

E-mail Address ARNOLDSTALK@GMAIL.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 AARON HANSEN

Subscribed and sworn before me

This 1st day of APRIL, 2010.

[signature]

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
MARGARET A. MESSINGER
Appointment Expires June 22, 2010

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Case #	SDR-37470
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Revised 10/27/08

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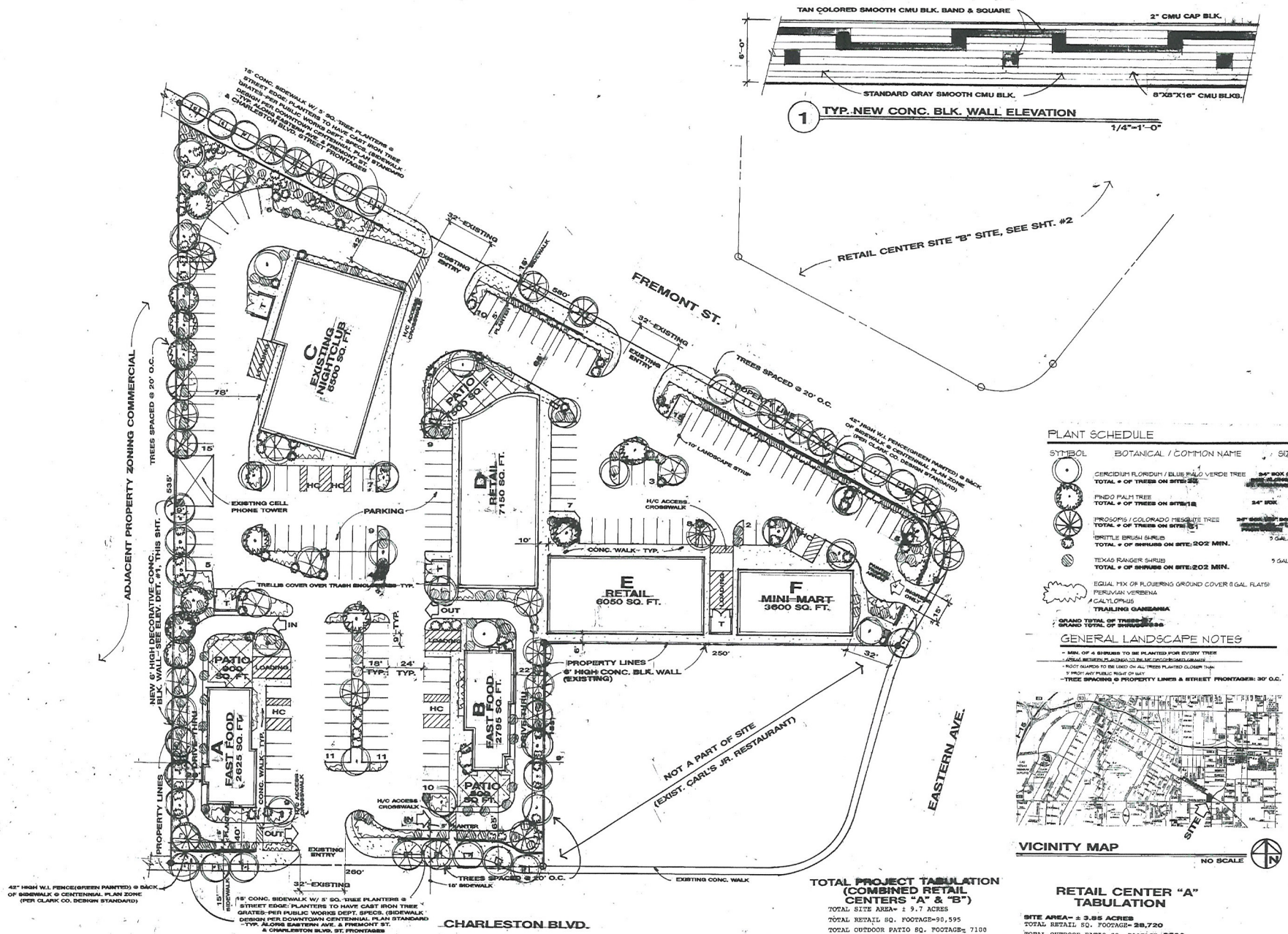

PLANT SCHEDULE

SYMBOL	BOTANICAL / COMMON NAME	SIZE
	CERCIDIUM FLORIDUM / BLUE PALO VERDE TREE TOTAL # OF TREES ON SITE: 26	24" BOX (36" [illegible])
	PINDO PALM TREE TOTAL # OF TREES ON SITE: 12	24" BOX
	PROSOPIS / COLORADO MESQUITE TREE TOTAL # OF TREES ON SITE: 14	24" BOX (36" [illegible])
	BRITTLE BRUSH SHRUB TOTAL # OF SHRUBS ON SITE: 202 MIN.	5 GAL. SIZE
	TEXAS RANGER SHRUB TOTAL # OF SHRUBS ON SITE: 202 MIN.	5 GAL. SIZE
	EQUAL MIX OF FLOWERING GROUND COVER (1 GAL. FLATS) PERUVIAN VERBENA CALYLOPHUS TRAILING GANSANIA	

GRAND TOTAL OF TREES: 87
GRAND TOTAL OF SHRUBS: [illegible]

GENERAL LANDSCAPE NOTES

- MIN. OF 4 SHRUBS TO BE PLANTED FOR EVERY TREE
- AREAS BETWEEN PLANTING TO BE HYDROSEED GRASS
- ROOT GUARDS TO BE USED ON ALL TREES PLANTED CLOSER THAN 5' FROM ANY PUBLIC RIGHT OF WAY
- TREE SPACING @ PROPERTY LINES & STREET FRONTAGES: 30' O.C.

VICINITY MAP
NO SCALE

TOTAL PROJECT TABULATION (COMBINED RETAIL CENTERS "A" & "B")

TOTAL SITE AREA= ± 9.7 ACRES
TOTAL RETAIL SQ. FOOTAGE=90,595
TOTAL OUTDOOR PATIO SQ. FOOTAGE= 7100
TOTAL SQ. FOOTAGE (BLDG. + PATIO)= 97,695
TOTAL PARKING REQUIRED= 391 SPACES
TOTAL PARKING PROVIDED= 409 SPACES

RETAIL CENTER "A" TABULATION

SITE AREA= ± 3.85 ACRES
TOTAL RETAIL SQ. FOOTAGE= 28,720
TOTAL OUTDOOR PATIO SQ. FOOTAGE= 3200
TOTAL SQ. FOOTAGE (BLDG.+ PATIO)= 31,920
PARKING REQUIRED (1/250 SQ. FT.)= 128 SPACES
PARKING PROVIDED= 141 SPACES (INCL. 6 REQ'D HANDICAPPED SPACES)

RETAIL CENTER SITE "A" SITE/LANDSCAPING PLAN

LAS VEGAS GATEWAY CENTER

SDR-37470

REVISED

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MAR 3 1 2010

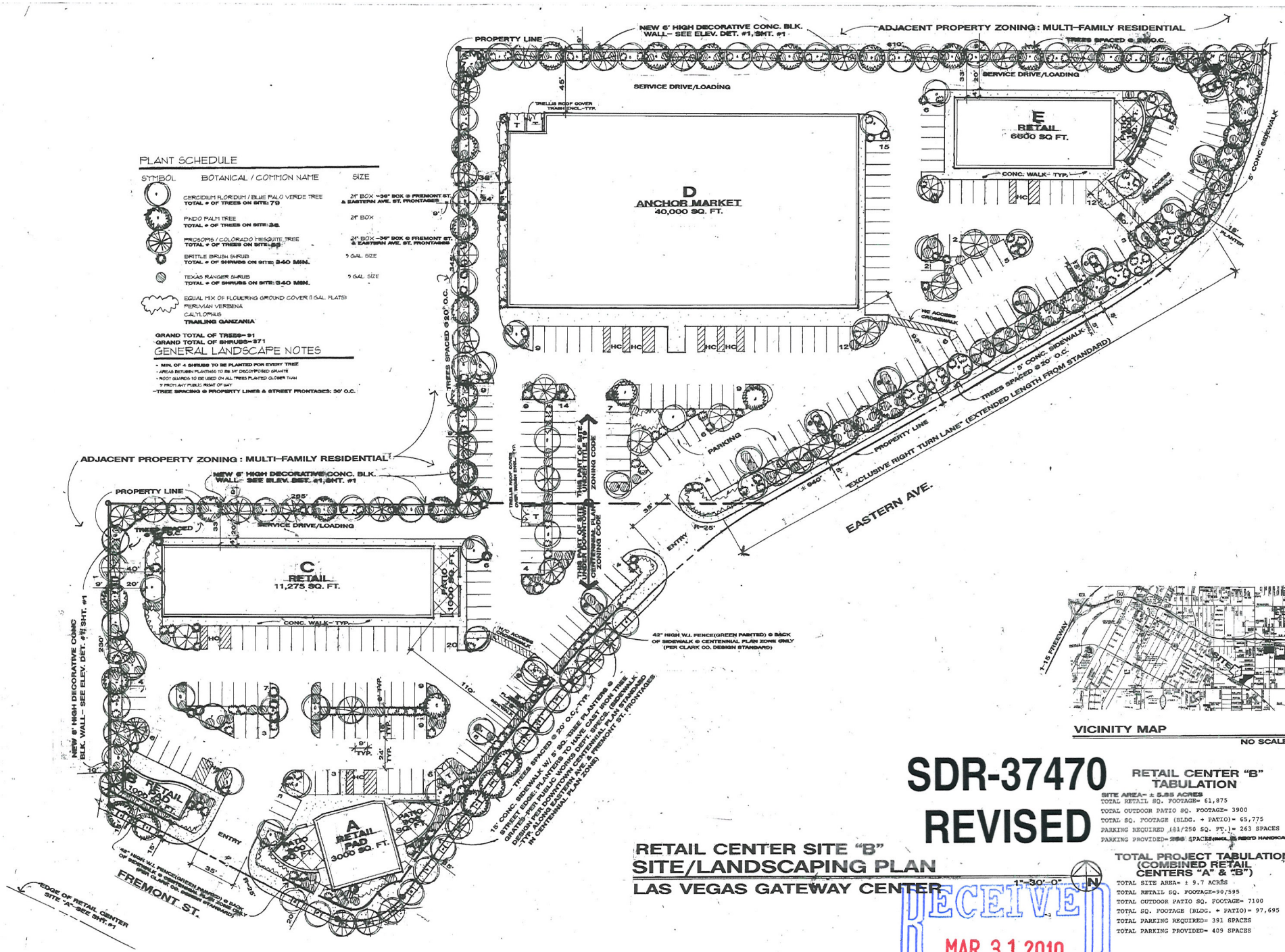
REVISIONS | BY

LAS VEGAS GATEWAY CENTER
RETAIL CENTER SITE "A"
FREMONT ST., EASTERN AVE. & CHARLESTON BLVD.

Architecture Design and Development
702•382•0427
Fax: 382•9952
2160 W Charleston • Suite J
Las Vegas, NV 89102

RETAIL CENTER SITE "A"

Date
Scale
Drawn
Job
Sheet 1 Of Sheets



PLANT SCHEDULE

SYMBOL	BOTANICAL / COMMON NAME	SIZE
	CERCIDIUM FLORIDUM / BLUE PALO VERDE TREE TOTAL # OF TREES ON SITE: 79	24" BOX –36" BOX @ FREMONT ST. & EASTERN AVE. ST. FRONTAGES
	PINDO PALM TREE TOTAL # OF TREES ON SITE: 28	24" BOX
	PROSOPIS / COLORADO TESQUITE TREE TOTAL # OF TREES ON SITE: 55	24" BOX –36" BOX @ FREMONT ST. & EASTERN AVE. ST. FRONTAGES
	BRITTLE BRUSH SHRUB TOTAL # OF SHRUBS ON SITE: 340 MIN.	5 GAL. SIZE
	TEXAS RANGER SHRUB TOTAL # OF SHRUBS ON SITE: 340 MIN.	5 GAL. SIZE
	EQUAL MIX OF FLOWERING GROUND COVER (1 GAL. FLATS) PERUVIAN VERBENA CALYLOPHUS TRAILING GANZANIA	

GRAND TOTAL OF TREES= 91
GRAND TOTAL OF SHRUBS= 371

GENERAL LANDSCAPE NOTES

- MIN. OF 4 SHRUBS TO BE PLANTED FOR EVERY TREE
- AREAS BETWEEN PLANTING TO BE 1" DECOMPOSED GRANITE
- ROOT GUARDS TO BE USED ON ALL TREES PLANTED CLOSER THAN 5' FROM ANY PUBLIC RIGHT OF WAY
- TREE SPACING @ PROPERTY LINES & STREET FRONTAGES: 30' O.C.

VICINITY MAP
NO SCALE

SDR-37470
REVISED

RETAIL CENTER SITE "B"
SITE/LANDSCAPING PLAN
LAS VEGAS GATEWAY CENTER

1"=30'-0"

RETAIL CENTER "B" TABULATION

SITE AREA= ± 5.85 ACRES
TOTAL RETAIL SQ. FOOTAGE= 61,875
TOTAL OUTDOOR PATIO SQ. FOOTAGE= 3900
TOTAL SQ. FOOTAGE (BLDG. + PATIO)= 65,775
PARKING REQUIRED (1/250 SQ. FT.)= 263 SPACES
PARKING PROVIDED= 295 SPACES (INCL. 8 REQ'D HANDICAPPED SPACES)

TOTAL PROJECT TABULATION (COMBINED RETAIL CENTERS "A" & "B")

TOTAL SITE AREA= ± 9.7 ACRES
TOTAL RETAIL SQ. FOOTAGE=90,595
TOTAL OUTDOOR PATIO SQ. FOOTAGE= 7100
TOTAL SQ. FOOTAGE (BLDG. + PATIO)= 97,695
TOTAL PARKING REQUIRED= 391 SPACES
TOTAL PARKING PROVIDED= 409 SPACES

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MAR 31 2010

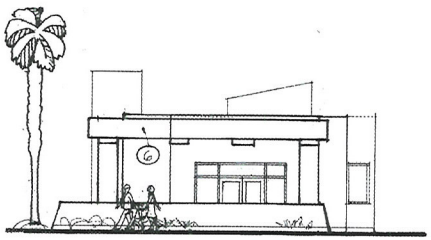
REVISIONS	BY

LAS VEGAS GATEWAY CENTER
RETAIL CENTER SITE "B"
FREMONT ST. & EASTERN AVE.

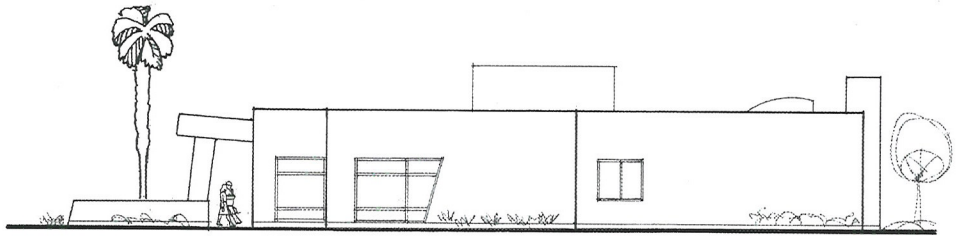
Architecture Design and Development
702•382•0427
Fax: 382•0952
2160 W Charleston • Suite J
Las Vegas, NV 89102

RETAIL CENTER SITE "B"

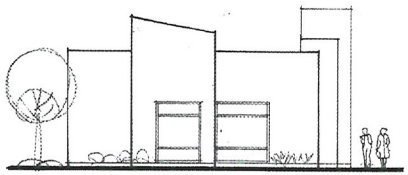
Date
Scale
Drawn
Job
Sheet 2 Of Sheets



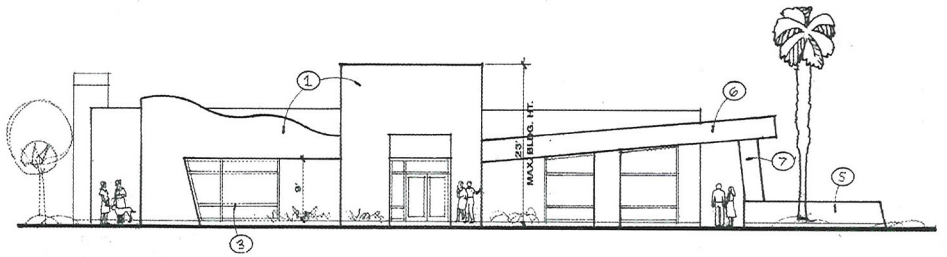
BLDG. B
SOUTH ELEVATION



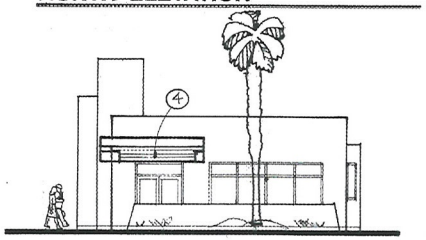
BLDG. B
EAST ELEVATION



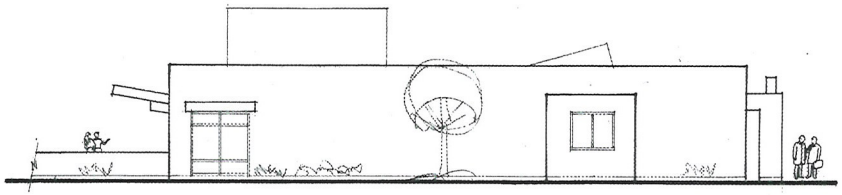
BLDG. B
NORTH ELEVATION



BLDG. B
WEST ELEVATION



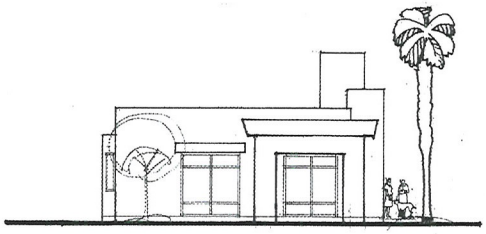
BLDG. A
NORTH ELEVATION



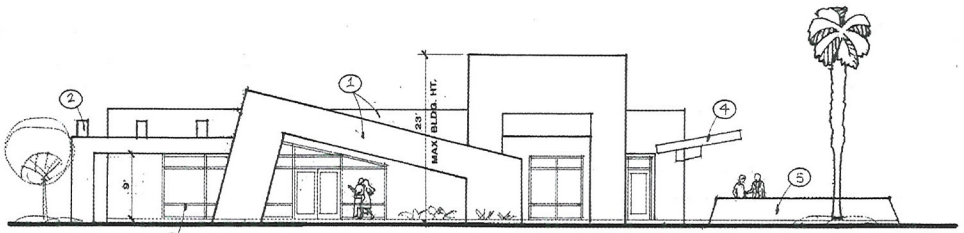
BLDG. A
WEST ELEVATION

KEYNOTES

1. STUCCO (SAND FINISH-TYP.)
2. STUCCOED TRELLIS BEAM
3. GLASS & ALUM. STOREFRONT (NATURAL ALUM. FINISH)
4. METAL CANOPY
5. STUCCOED PATIO WALL
6. STUCCOED ROOF CANOPY ELEMENT
7. STUCCOED COLUMN



BLDG. A
SOUTH ELEVATION



BLDG. A
EAST ELEVATION

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FEB 22 2010

RETAIL CENTER "A" BLDG. ELEVATIONS

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

SDR-37470
04/22/10 PC

REVISIONS	BY

LAS VEGAS GATEWAY CENTER
RETAIL CENTER SITE "A"
FREMONT ST., EASTERN AVE.
& CHARLESTON BLVD.

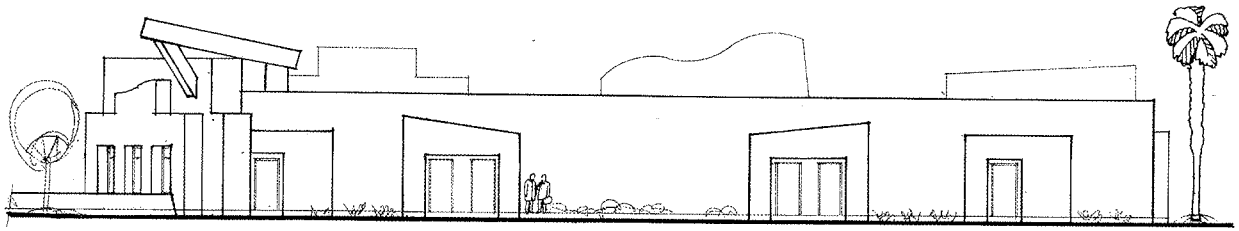
Architecture
Design and
Development

702•382•6427
fax: 382•9952

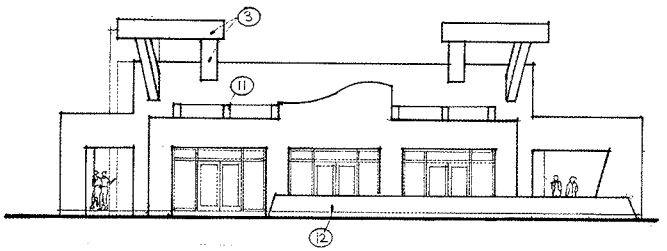
2166 W Charleston • Suite J
Las Vegas, NV 89102

BLDG. A & B
EXTERIOR ELEVATIONS

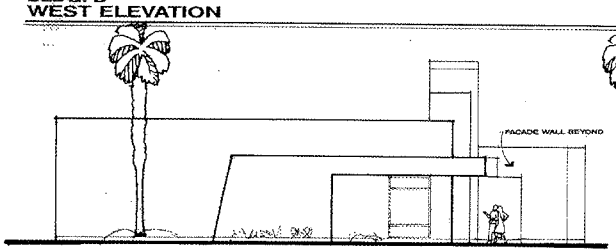
Date
Scale
Drawn
Job
Sheet 3
Of Sheets



BLDG. D
WEST ELEVATION



BLDG. D
NORTH ELEVATON



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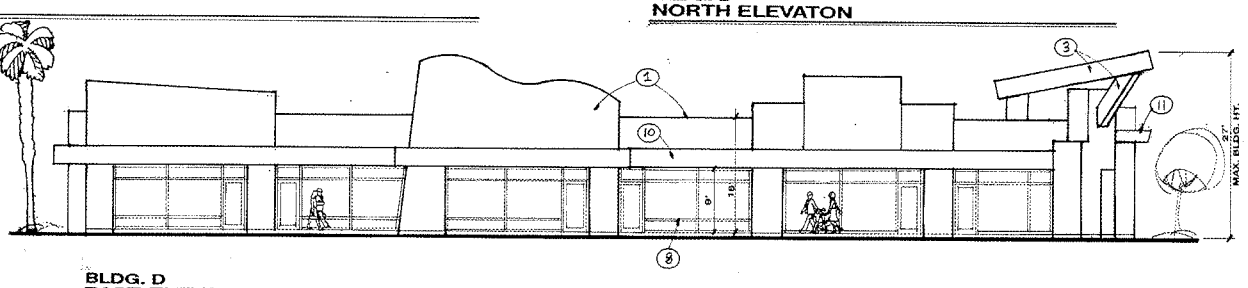
SOUTH ELEVATION



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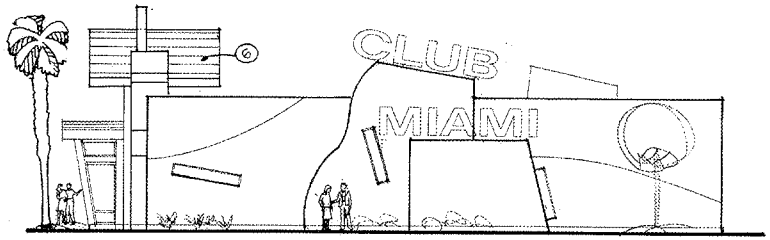
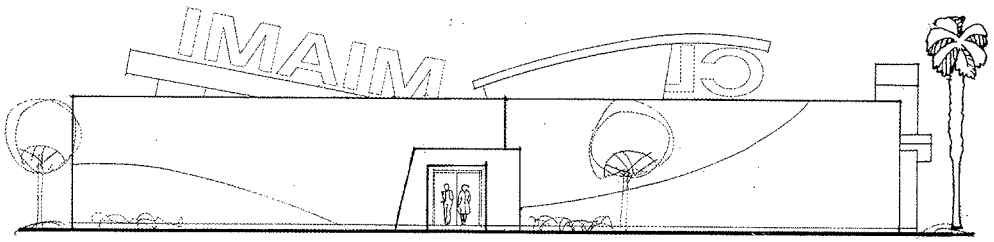
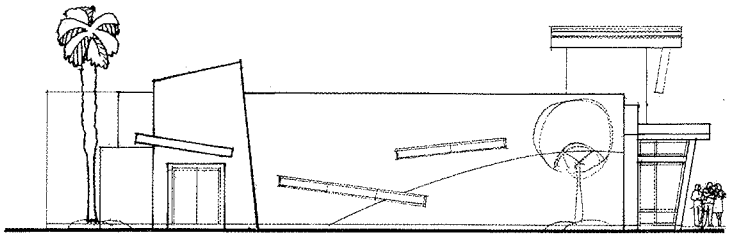
EAST ELEVATION



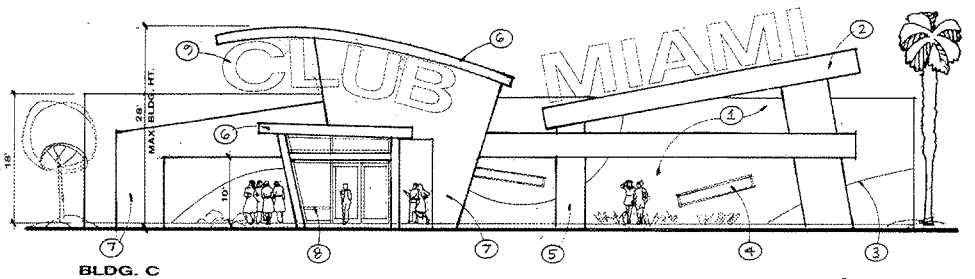
BLDG. C
NORTH ELEVATON



BLDG. C
WEST ELEVATION



BLDG. C
SOUTH ELEVATION



BLDG. C
EAST ELEVATION

KEYNOTES

5. METAL ROOF CANOPY
7. STUCCOED FACADE WALL ELEMENT
12. STUCCOED PATIO WALL

RETAIL CENTER "A" BLDG. ELEVATIONS

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

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04/22/10 PC

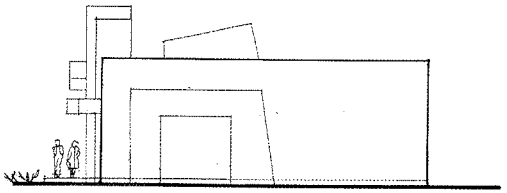
REVISIONS	BY

LAS VEGAS GATEWAY CENTER
RETAIL CENTER SITE "A"
FREMONT ST. EASTERN AVE.
& CHARLESTON BLVD.

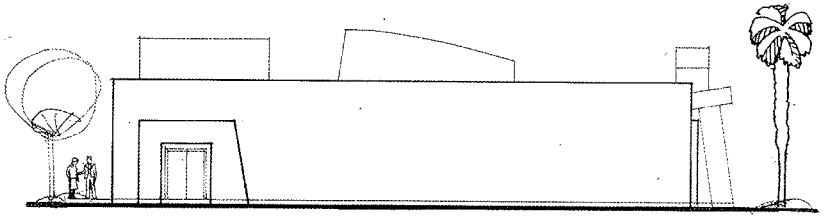
Architecture
Design and
Development

BLDG. C & D
EXTERIOR ELEVATIONS

Date
Scale
Drawn
Job
Sheet 4
Of Sheets



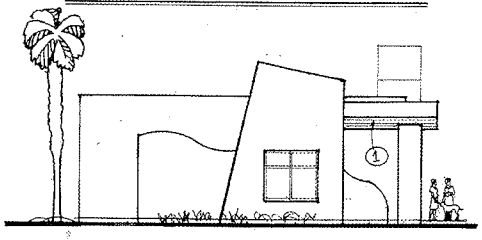
BLDG. F
WEST ELEVATION



BLDG. F
SOUTH ELEVATION

KEYNOTES

1. METAL ROOF CANOPY
2. METAL COLUMN
3. STUCCOED FACADE WALL ELEMENT
4. GLASS & ALUM. STOREFRONT (NATURAL ALUM. FINISH)
5. STUCCO (SAND FINISH-TYP.)
6. STUCCOED TRELLIS MEMBERS
7. STUCCOED "EYEBROW" CANOPY



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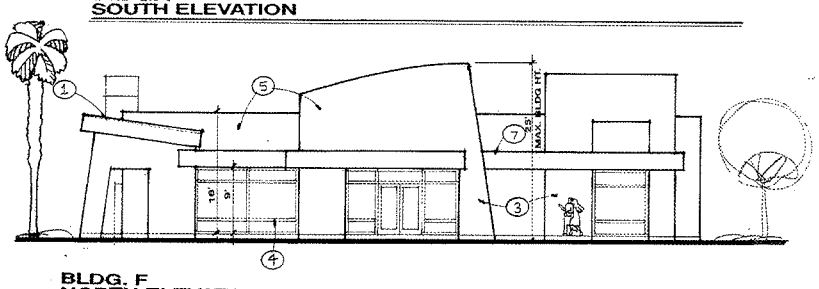
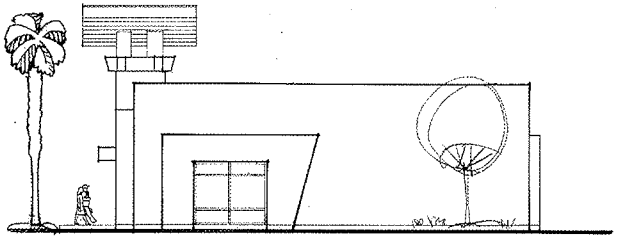


BLDG. F
NORTH ELEVATON



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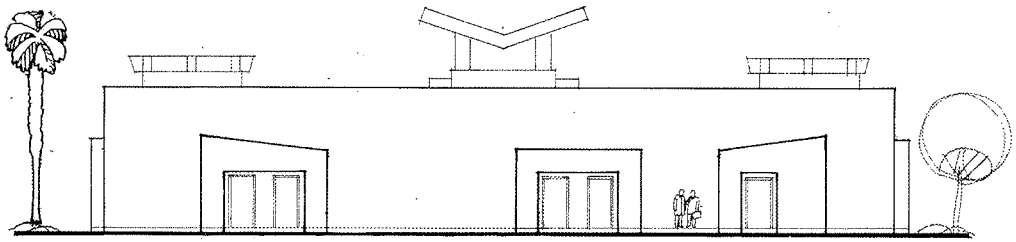

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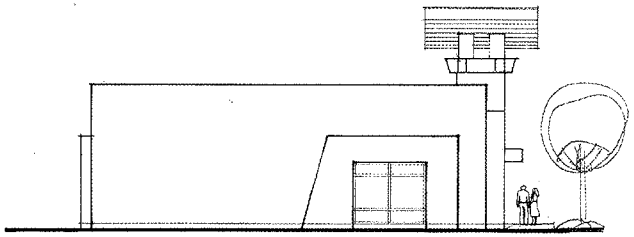
SOUTH ELEVATION



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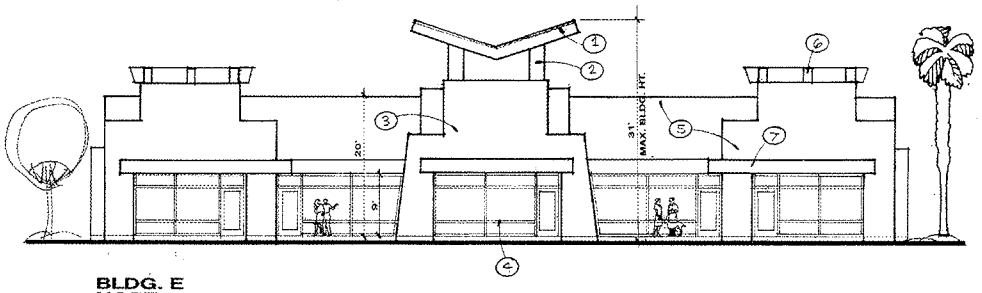
EAST ELEVATION



BLDG. E
NORTH ELEVATON

RETAIL CENTER "A" BLDG. ELEVATIONS

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

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BLDG. E & F
EXTERIOR ELEVATIONS

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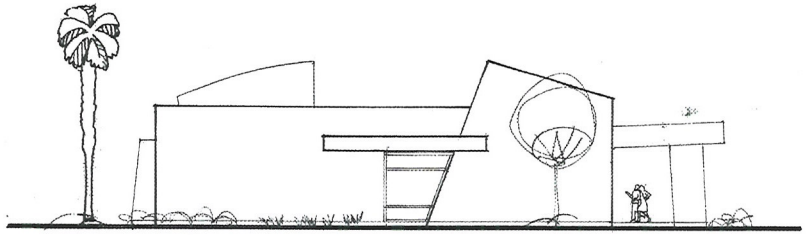
Sheet 5 Of Sheets



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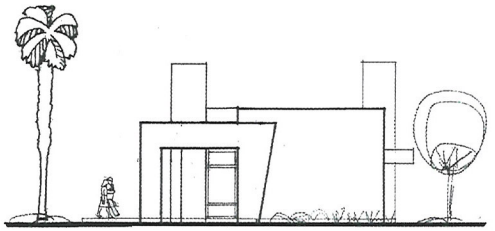
SOUTH ELEVATION



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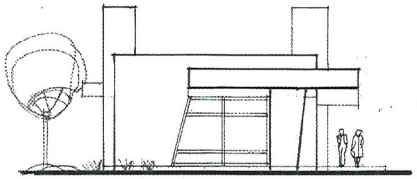
WEST ELEVATION



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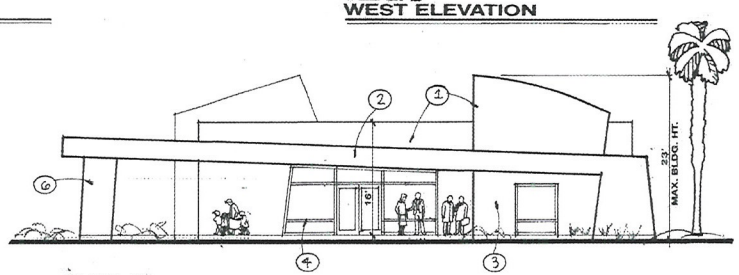
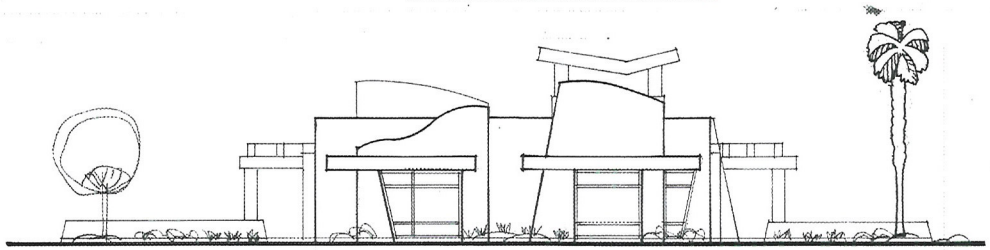
EAST ELEVATION



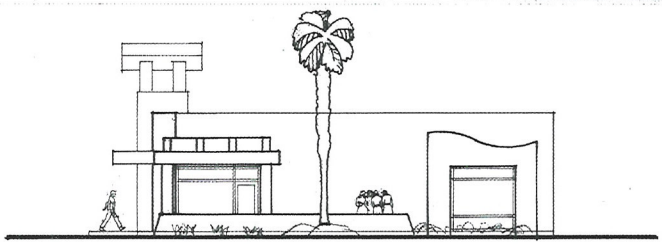
BLDG. B
NORTH ELEVATION

KEYNOTES

1. STUCCO (SAND FINISH-TYP.)
2. STUCCOED ROOF CANOPY ELEMENT
3. STUCCOED FACADE WALL ELEMENT
4. GLASS & ALUM. STOREFRONT (NATURAL ALUM. FINISH)
5. **NOT USED**
6. STUCCOED FIN WALL
7. METAL ROOF
8. METAL COLUMN
9. STUCCOED TRELLIS MEMBERS
10. STICCOED PATIO WALL
11. STUCCOED "EYEBROW" CANOPY



BLDG. A
SOUTH ELEVATION



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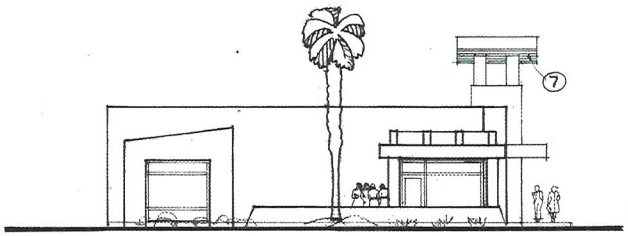
WEST ELEVATION



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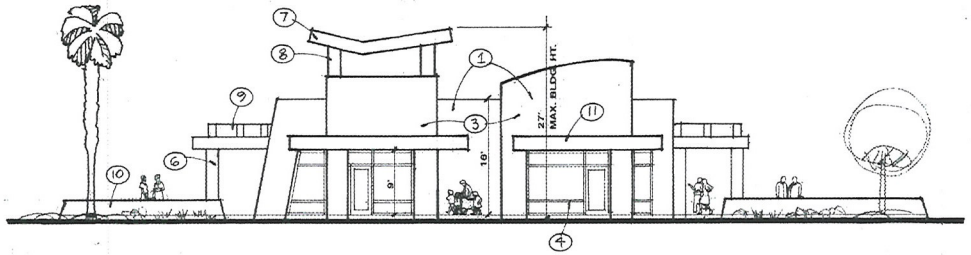
EAST ELEVATION



BLDG. A
NORTH ELEVATON

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RETAIL CENTER "B" BLDG. ELEVATIONS

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

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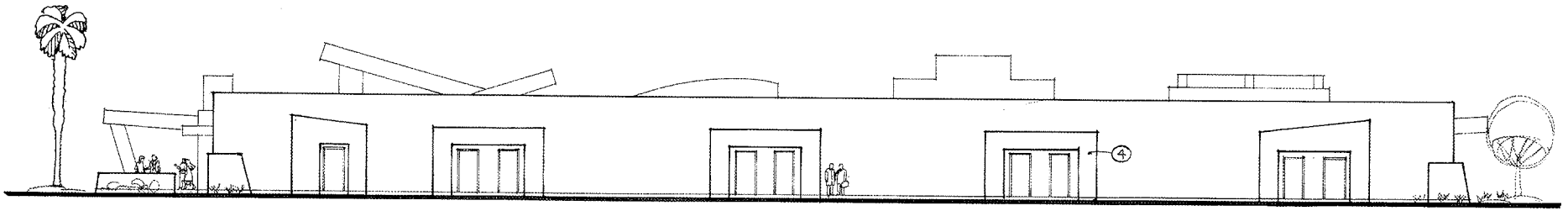
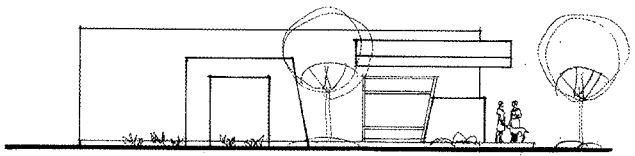
BLDG. A & B
EXTERIOR ELEVATONS

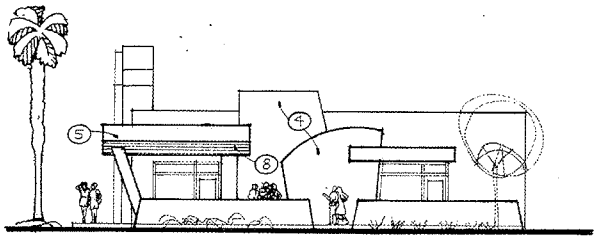
Date
Scale
Drawn
Job
Sheet 6
Of Sheets



BLDG. C
NORTH ELEVATION



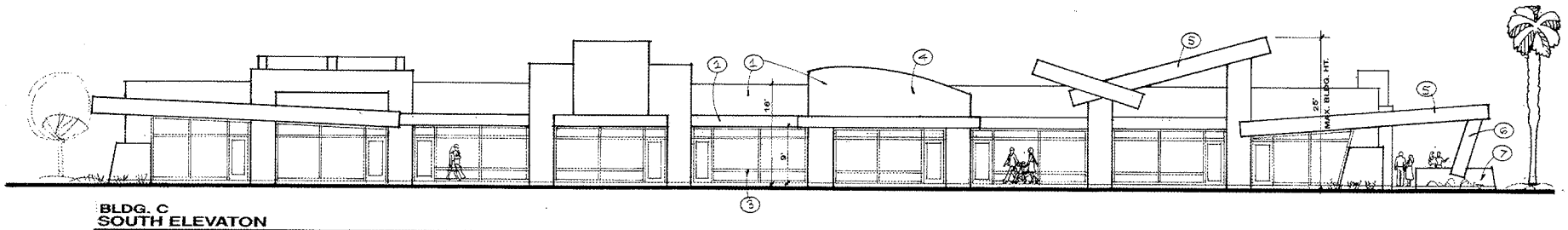
BLDG. C
WEST ELEVATION



BLDG. C
EAST ELEVATION

KEYNOTES

1. STUCCO (SAND FINISH-TYP.)
2. STUCCOED "EYEBROW" CANOPY
3. GLASS & ALUM. STOREFRONT (NATURAL ALUM. FINISH)
4. STUCCOED FACADE WALL ELEMENT
5. STUCCOED ROOF CANOPY ELEMENT-W/ METAL ROOFING
6. STUCCOED COLUMN
7. STUCCOED PATIO WALL
8. METAL ROOFING (GALV.-UNPAINTED)



BLDG. C
SOUTH ELEVATON

RETAIL CENTER "B" BLDG. ELEVATIONS
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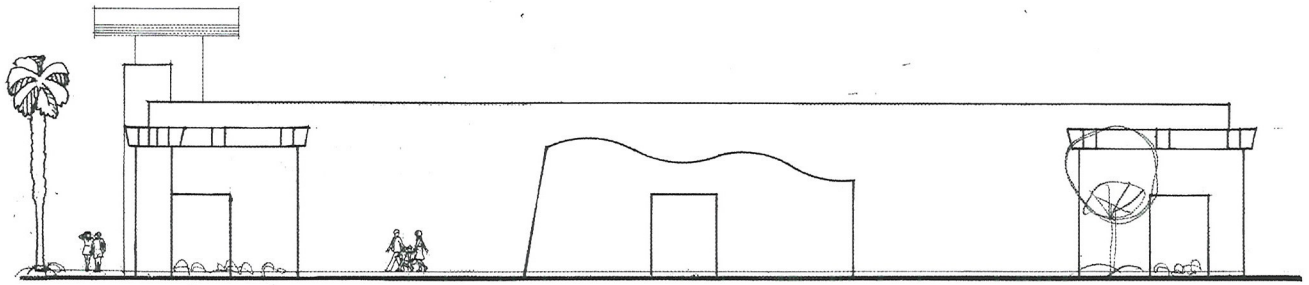
BLDG. C
EXTERIOR ELEVATIONS

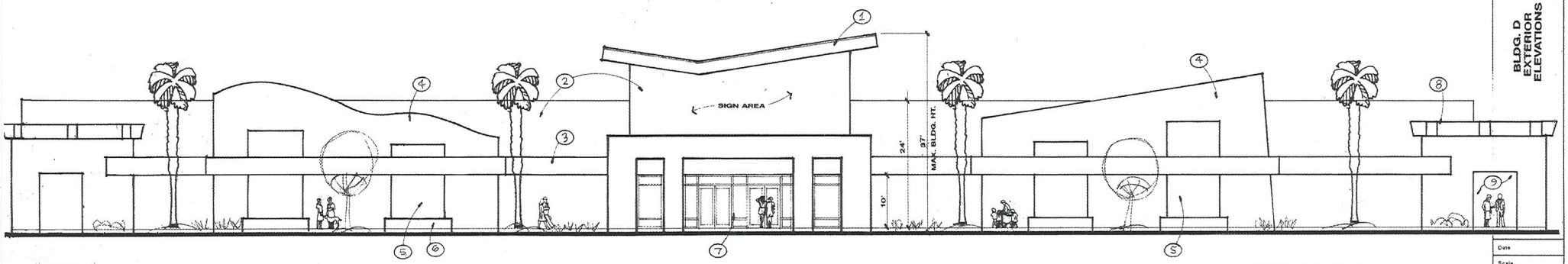
Date
Scale
Drawn
Job
Sheet 7
Of Sheets



BLDG. D
EAST ELEVATION

KEYNOTES

1. METAL ROOF
2. STUCCO (SAND FINISH-TYP.)
3. STUCCOED "EYEBROW" CANOPY
4. STUCCOED FACADE WALL ELEMENT
5. CUT-OUT IN FACADE WALL (BACK TO MAIN BLDG. WALL PLANE)
6. COLORED CONC. BENCH
7. GLASS & ALUM. STOREFRONT (NATURAL ALUM. FINISH)
8. STUCCED TRELLIS MEMBERS
9. OPEN AREA



BLDG. D
SOUTH ELEVATION

RETAIL CENTER "B" BLDG. ELEVATIONS
SCALE: 1/8"=1'-0"

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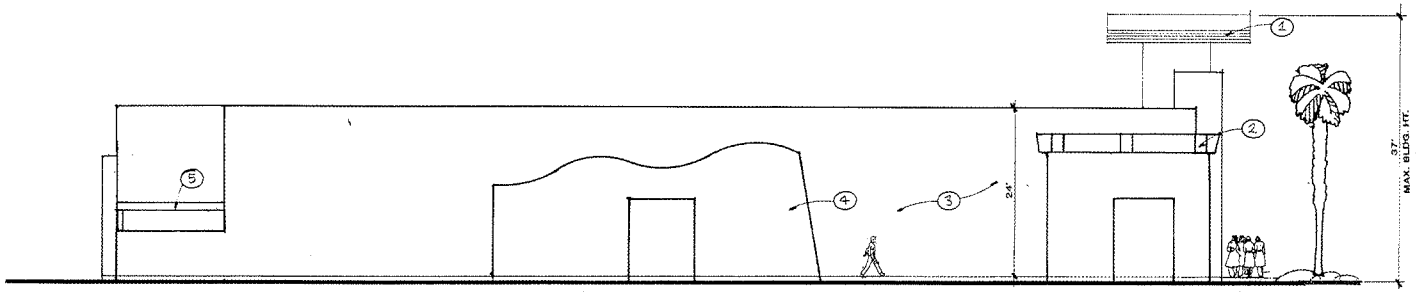
BLDG. D
EXTERIOR
ELEVATIONS

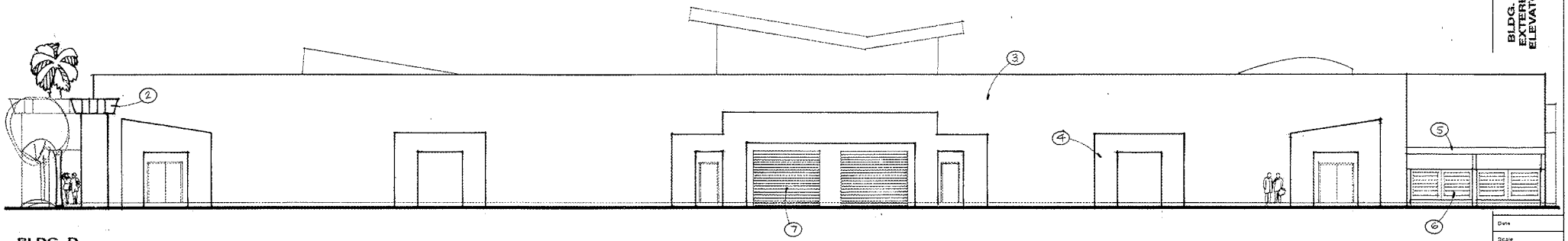
Date
Scale
Drawn
Job
Sheet 8 Of Sheets



BLDG. D
WEST ELEVATION

KEYNOTES

1. METAL ROOF
2. STUCCOED TRELLIS MEMBERS
3. STUCCO (SAND FINISH-TYP.)
4. STUCCOED FACADE WALL ELEMENT
5. METAL ROOF OVER TRASH ENCLOSURE
6. METAL TRASH ENCLOSURE GATES- GALV. MTL. DECK FACE IN MTL. FRAME (UNPAINTED)
7. ROLL UP MTL. DOOR



BLDG. D
NORTH ELEVATION

RETAIL CENTER "B" BLDG. ELEVATIONS

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

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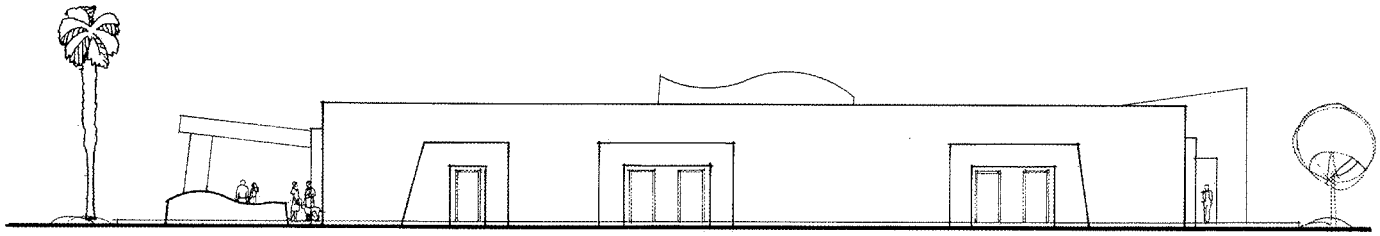
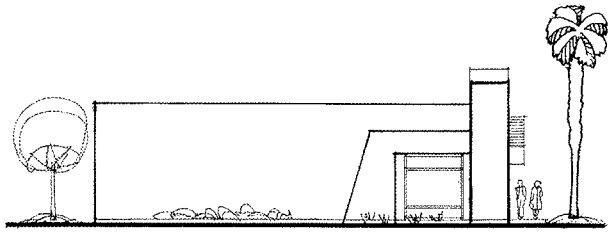
BLDG. D
EXTERIOR
ELEVATIONS

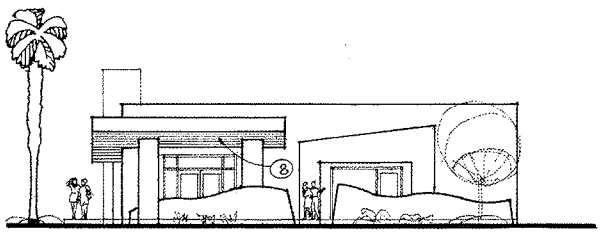
Date
Scale
Drawn
Job
Sheet 9
Of Sheets



BLDG. E
NORTH ELEVATION



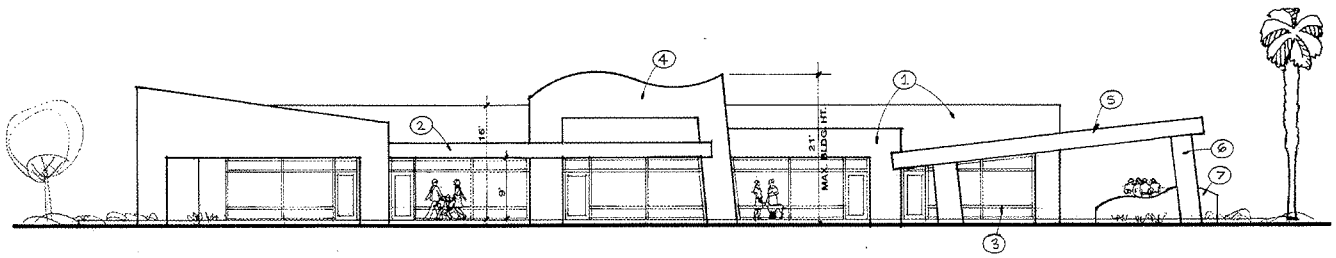
BLDG. E
WEST ELEVATION



BLDG. E
EAST ELEVATION

KEYNOTES

1. STUCCO (SAND FINISH-TYP.)
2. STUCCOED "EYEBROW" CANOPY
3. GLASS & ALUM. STOREFRONT (NATURAL ALUM. FINISH)
4. STUCCOED FACADE WALL ELEMENT
5. STUCCOED ROOF CANOPY ELEMENT-W/ METAL ROOFING
6. STUCCOED COLUMN
7. STUCCOED PATIO WALL
8. METAL ROOFING (GALV.-UNPAINTED)



BLDG. E
SOUTH ELEVATION

RETAIL CENTER "B" BLDG. ELEVATIONS
SCALE: 1/8"=1'-0"

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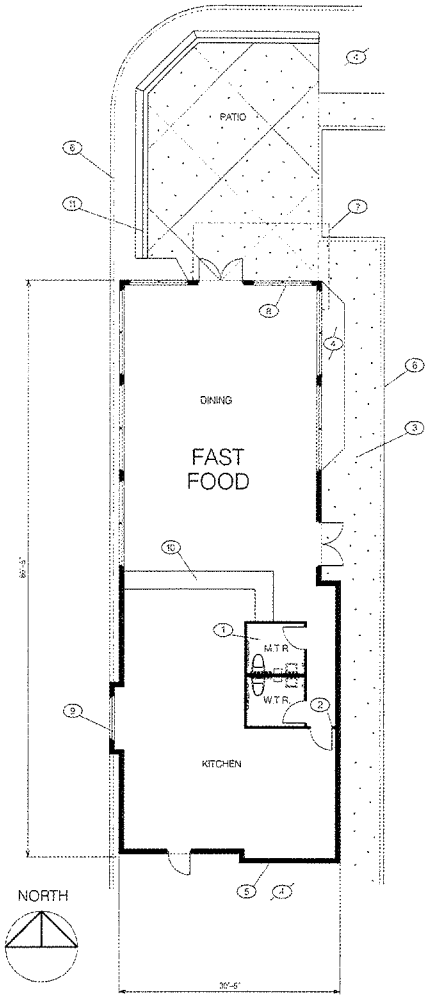
BLDG. E
EXTERIOR ELEVATONS

Date
Scale
Drawn
Job
Sheet 10 Of Sheets

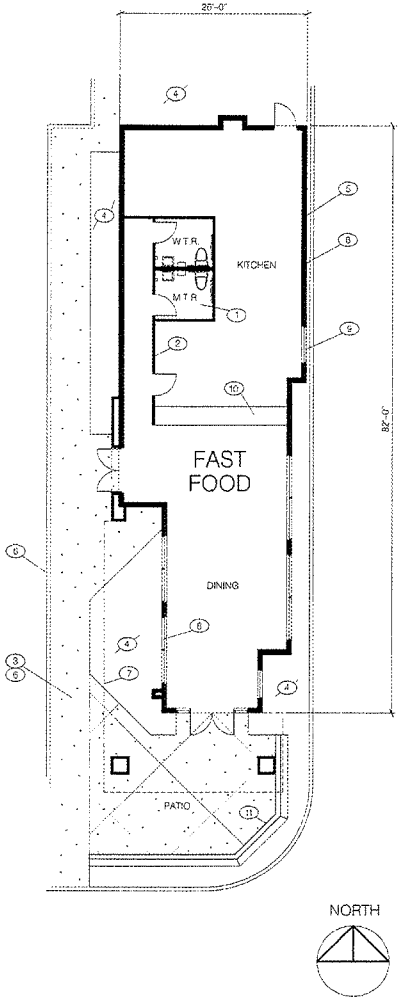


PROPOSED FLOOR PLAN

BUILDING "A"

RETAIL CENTER "A"

2,626 SQ. FT. 63 OCC. 1/8" = 1'-0"



PROPOSED FLOOR PLAN

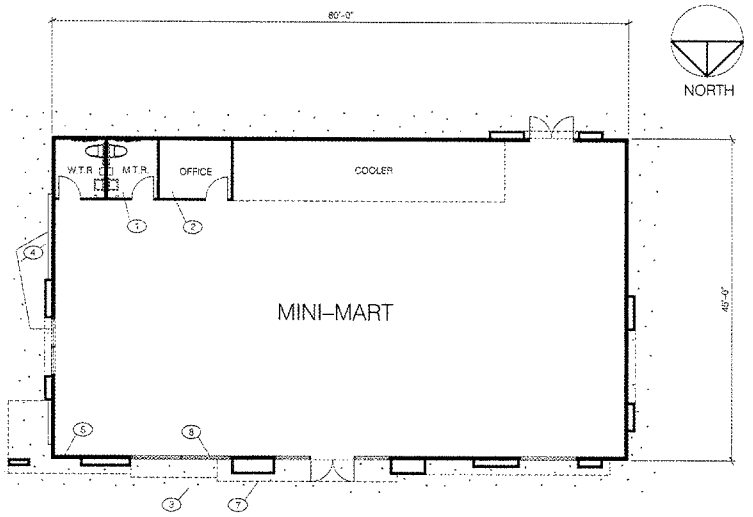
BUILDING "B"

RETAIL CENTER "A"

2,795 SQ. FT. 51 OCC. 1/8" = 1'-0"

KEYNOTES

1. PROPOSED TOILET ROOM
2. PROPOSED INTERIOR PARTITIONS – FINAL LOCATION TO BE DETERMINED BY FUTURE TENANT
3. CONC. WALK
4. LANDSCAPED AREA
5. EXTERIOR WALLS - EXACT SIZE OF FOOTPRINT TO BE DETERMINED IN THE FUTURE
6. CONC. CURB
7. OVERHANG ABOVE
8. STOREFRONT WINDOWS
9. DRIVE THROUGH SERVICE WINDOW
10. COUNTER
11. LOW WALL



PROPOSED FLOOR PLAN – BUILDING "F" – RETAIL CENTER "A"

3,600 SQ. FT. 120 OCC. 1/8" = 1'-0"

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PROPOSED FLOOR PLANS
RETAIL CENTER "A"
BUILDINGS "A", "B" & "F"

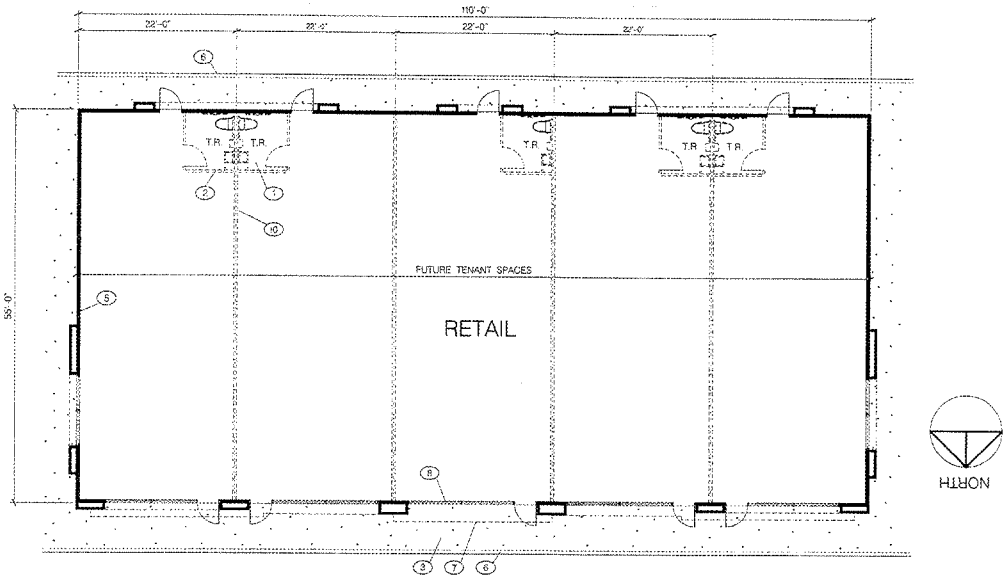
Date

Scale 1/8" = 1'-0"

Drawn

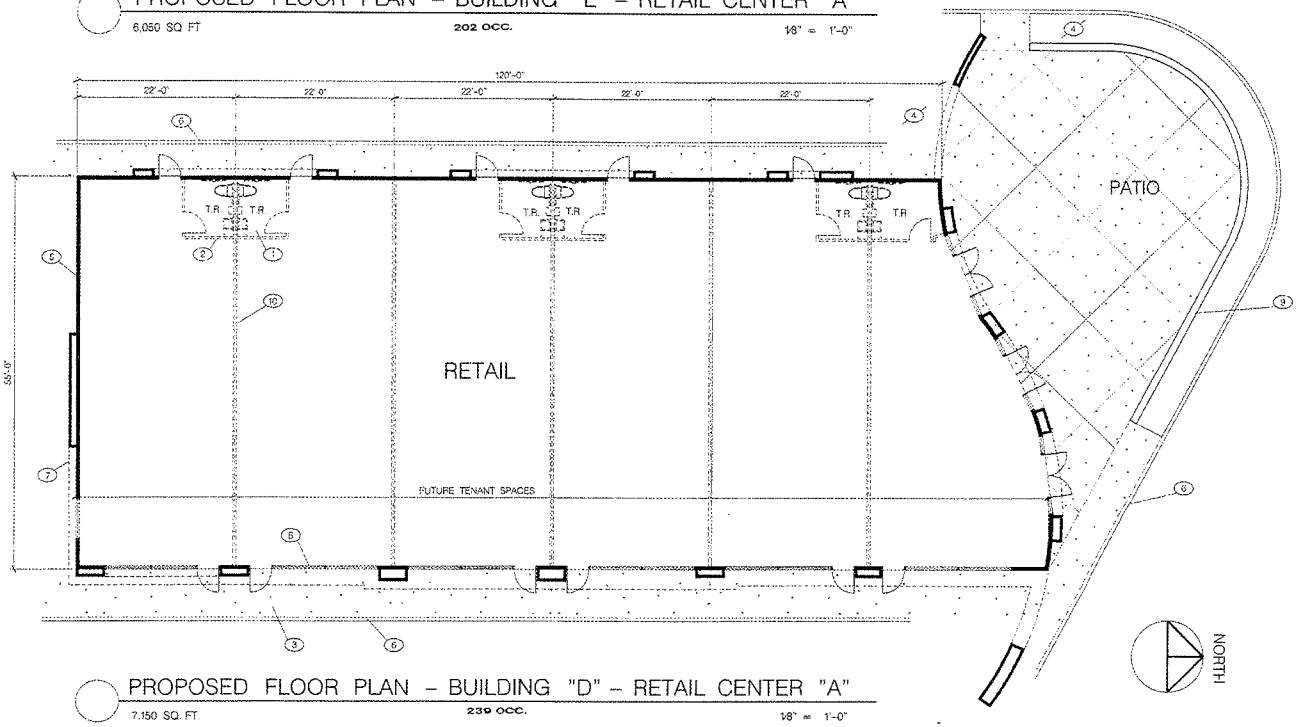
Job

Sheet 11



PROPOSED FLOOR PLAN – BUILDING "E" – RETAIL CENTER "A"

6,050 SQ FT **202 OCC.** 1/8" = 1'-0"



PROPOSED FLOOR PLAN – BUILDING "D" – RETAIL CENTER "A"

7,150 SQ. FT. **239 OCC.** 1/8" = 1'-0"

KEYNOTES

1. PROPOSED REST ROOMS
2. PROPOSED INTERIOR PARTITIONS -- FINAL LOCATION TO BE DETERMINED BY FUTURE TENANT
3. CONC WALK
4. LANDSCAPED AREA
5. EXTERIOR WALLS
6. CONC CURB
7. OVERHANG ABOVE
8. STOREFRONT WINDOWS
9. LOW WALL
10. PROPOSED DEMISING WALL - FINAL LOCATION TO BE DETERMINED BY FUTURE TENANT

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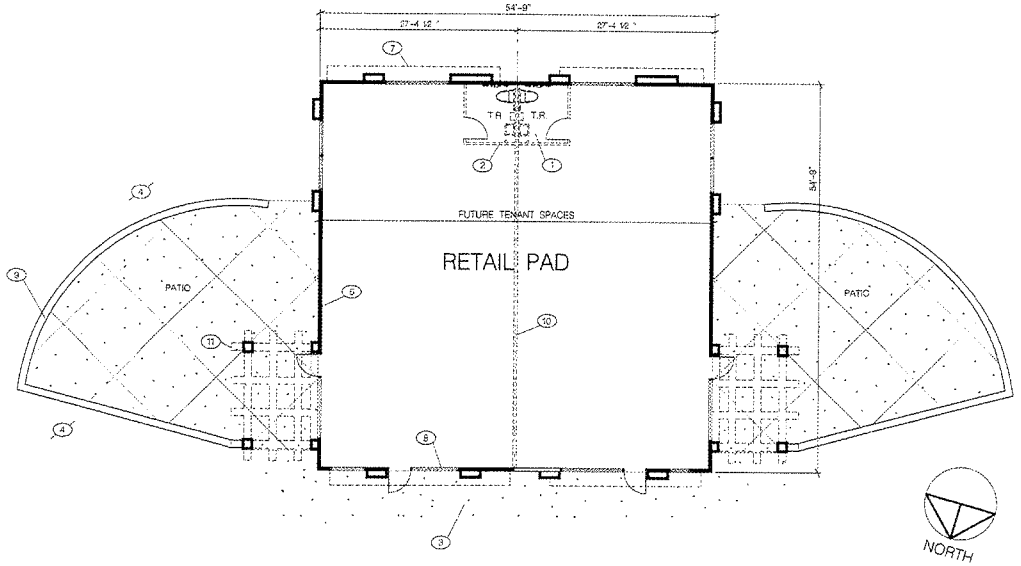
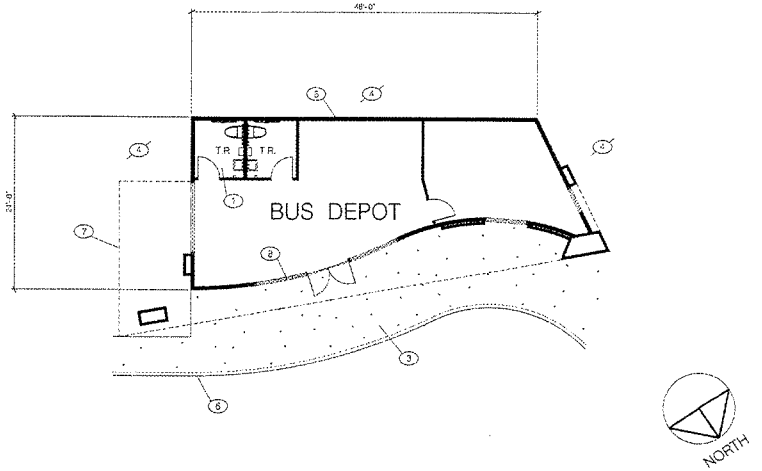
PROPOSED FLOOR PLANS
RETAIL CENTER "A"
BUILDINGS "D" & "E"

Date:
Scale: 1/8" = 1'-0"
Drawn:
Job:
Sheet: 12



PROPOSED FLOOR PLAN – BUILDING "A" – RETAIL CENTER "B"

3,000 SQ. FT. 100 OCC. 1/8" = 1'-0"



PROPOSED FLOOR PLAN – BUILDING "B" – RETAIL CENTER "B"

1,000 SQ. FT. 122 OCC. 1/8" = 1'-0"

KEYNOTES

1. PROPOSED REST ROOMS
2. PROPOSED INTERIOR PARTITIONS -- FINAL LOCATION TO BE DETERMINED BY FUTURE TENANT
3. CONC WALK
4. LANDSCAPED AREA
5. EXTERIOR WALLS
6. CONC CURB
7. OVERHANG ABOVE
8. STOREFRONT WINDOWS
9. LOW WALL
10. PROPOSED DEMISING WALL -- FINAL LOCATION TO BE DETERMINED BY FUTURE TENANT
11. TRELLIS ABOVE

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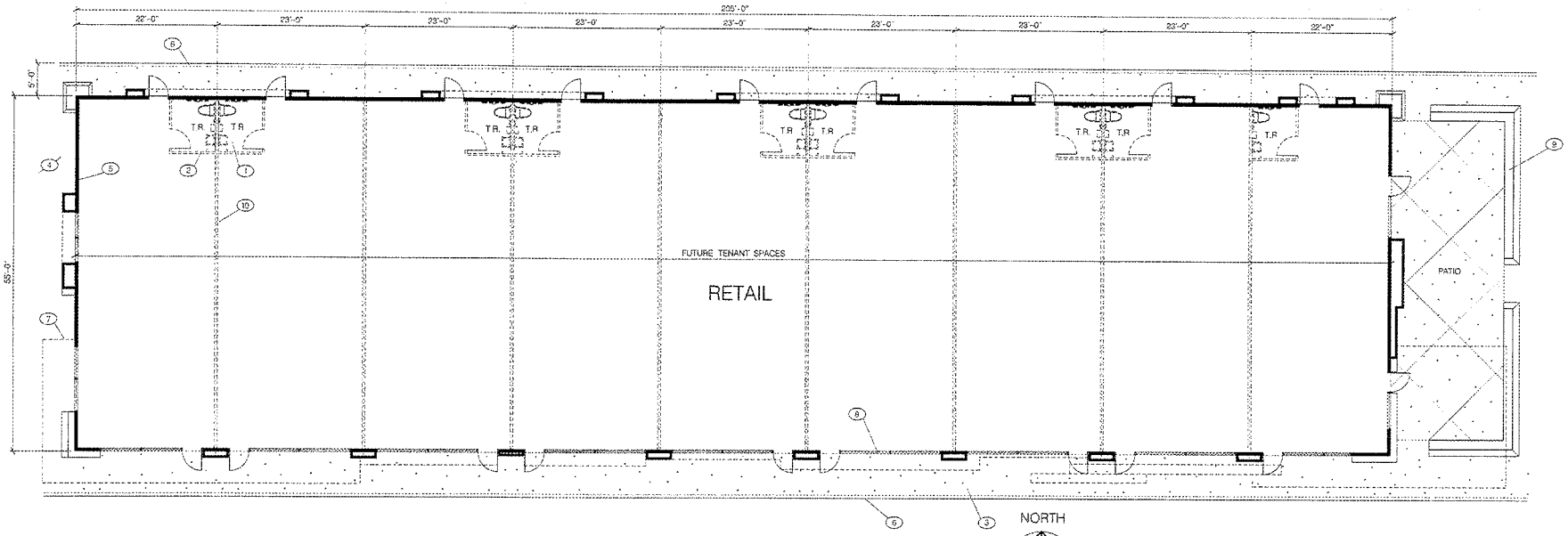
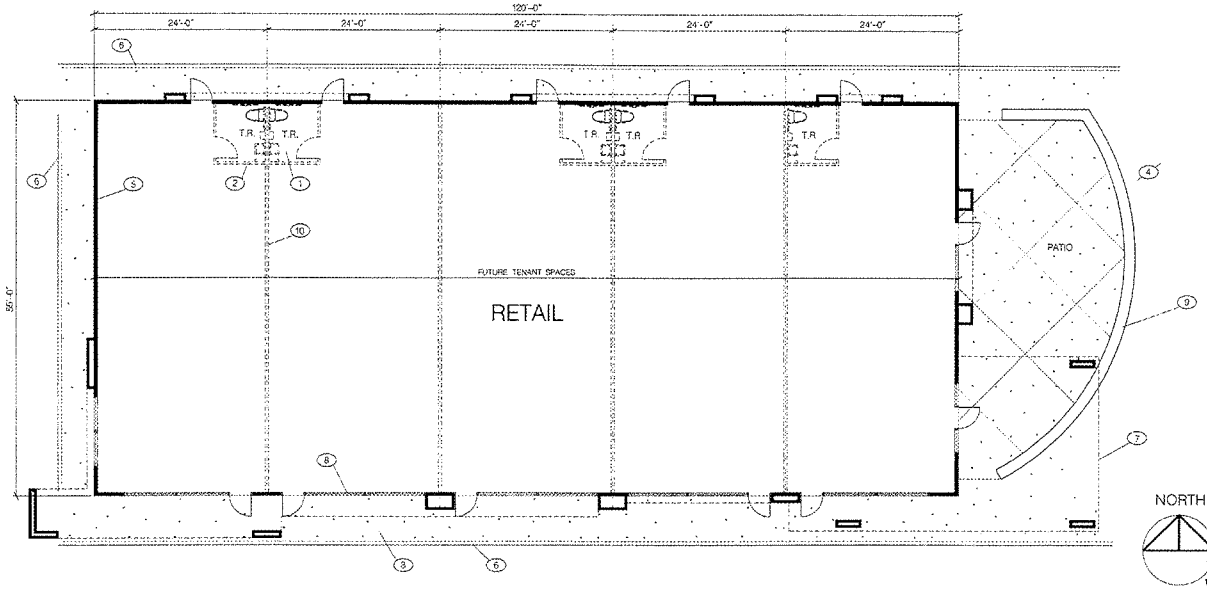
PROPOSED FLOOR PLANS
RETAIL CENTER "B"
BUILDINGS "A" & "B"

Date
Scale 1/8" = 1'-0"
Drawn
By
Sheet 13 of



PROPOSEED FLOOR PLAN – BUILDING "C" – RETAIL CENTER "B"

11,275 SQ. FT. 376 OCC. 1/8" = 1'-0"



PROPOSED FLOOR PLAN – BUILDING "E" – RETAIL CENTER "B"

6,600 SQ FT 220 OCC. 1/8" = 1'-0"

KEYNOTES

1. PROPOSED REST ROOMS
2. PROPOSED INTERIOR PARTITIONS – FINAL LOCATION TO BE DETERMINED BY FUTURE TENANT
3. CONC WALK
4. LANDSCAPED AREA
5. EXTERIOR WALLS
6. CONC. CURB
7. OVERHANG ABOVE
8. STOREFRONT WINDOWS
9. LOW WALL
10. PROPOSED DEMISING WALL – FINAL LOCATION TO BE DETERMINED BY FUTURE TENANT

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FLOOR PLANS
RETAIL CENTER "B"
BUILDINGS "C" & "E"

Date:

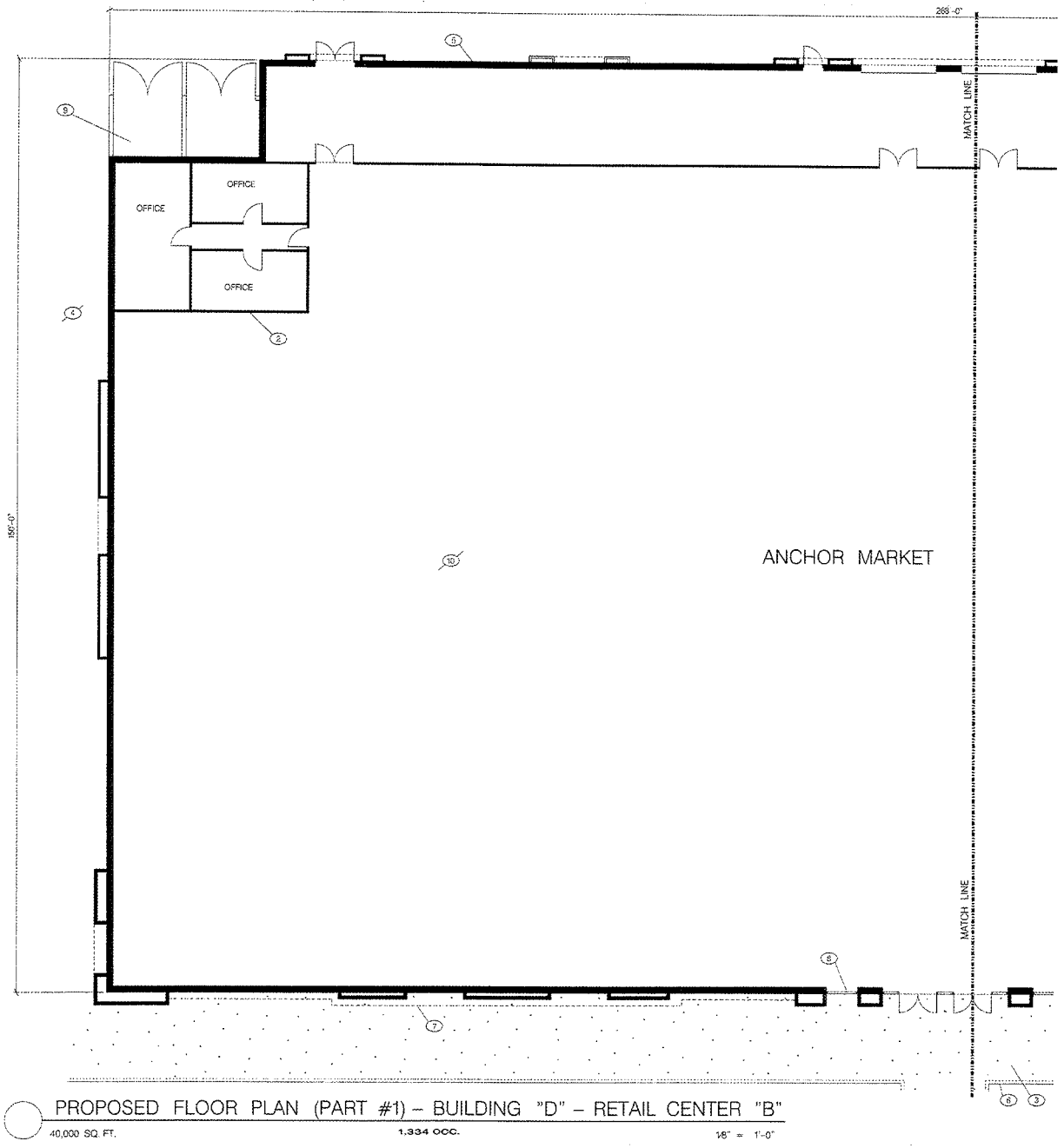
Scale: 1/8" = 1'-0"

Drawn:

Job:

Sheet:

14



PROPOSED FLOOR PLAN (PART #1) – BUILDING "D" – RETAIL CENTER "B"

40,000 SQ. FT. 1,334 OCC. 1/8" = 1'-0"

KEYNOTES

1. PROPOSED REST ROOMS
2. PROPOSED INTERIOR PARTITIONS - FINAL LOCATION TO BE DETERMINED BY FUTURE TENANT
3. PROPOSED CONC. WALK
4. PROPOSED LANDSCAPED AREA
5. PROPOSED EXTERIOR WALLS
6. PROPOSED CONC CURB
7. PROPOSED OVERHANG ABOVE
8. PROPOSED STOREFRONT WINDOWS
9. PROPOSED TRASH CONTAINER ENCLOSURE
10. FUTURES, AISLES SHELVES, DISPLAYS, COOLERS, ETC., TO BE DETERMINED BY FUTURE TENANT

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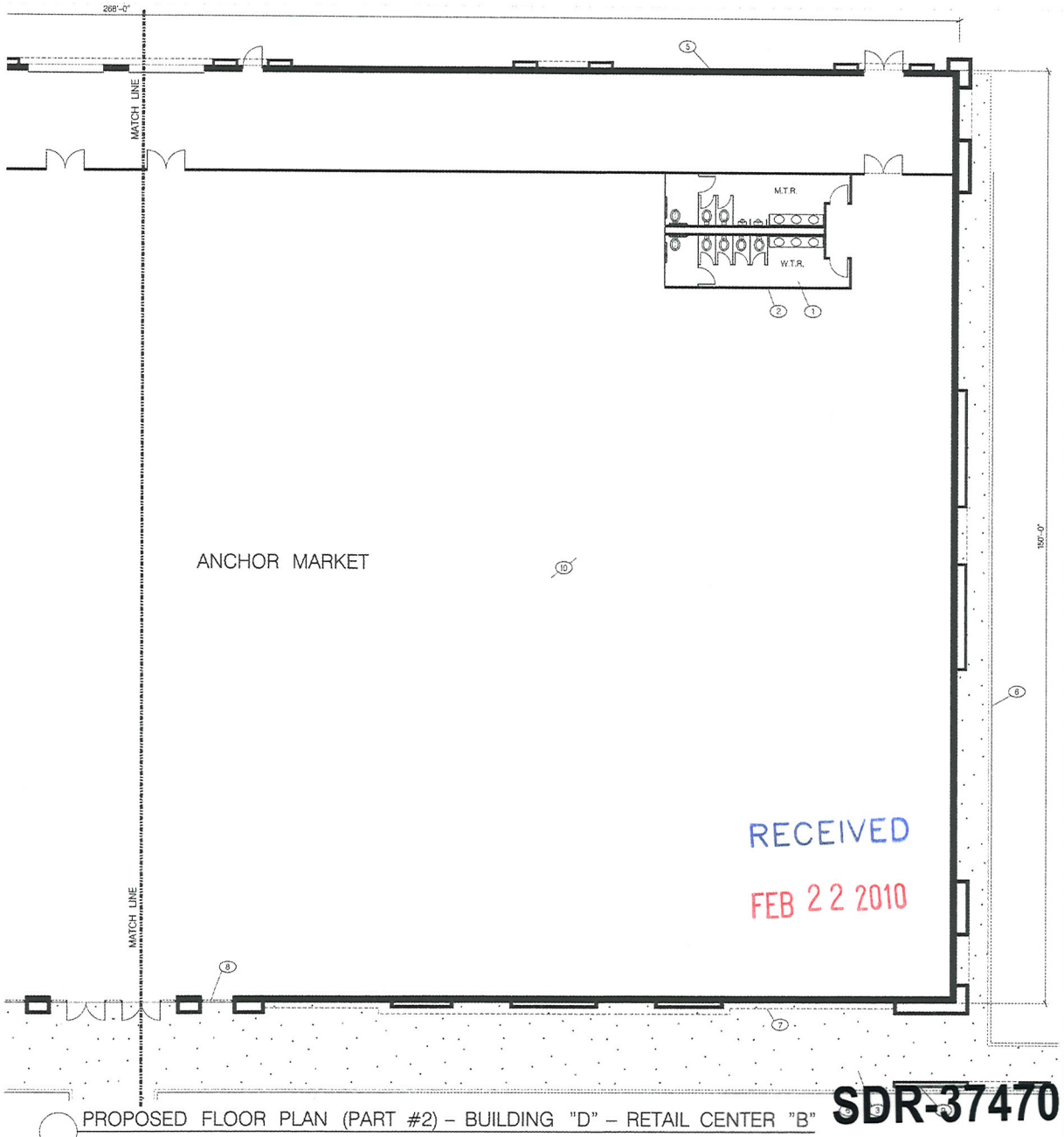
FLOOR PLANS (PART #1)
RETAIL CENTER "B"
BUILDINGS "D"

Date
Scale 1/8" = 1'-0"
Drawn
Job
Sheet 15

KEYNOTES

1. PROPOSED REST ROOMS
2. PROPOSED INTERIOR PARTITIONS – FINAL LOCATION TO BE DETERMINED BY FUTURE TENANT
3. CONC. WALK
4. LANDSCAPED AREA
5. EXTERIOR WALLS
6. CONC. CURB
7. OVERHANG ABOVE
8. STOREFRONT WINDOWS
9. FACADE WALL
10. FUTURE AISLES, SHELVES, DISPLAYS, COOLERS, ETC., TO BE DETERMINED BY FUTURE TENANT



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PROPOSED FLOOR PLAN (PART #2) – BUILDING "D" – RETAIL CENTER "B"

40,000 SQ. FT. 1,334 OCC. 1/8" = 1'-0"

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FLOOR PLANS (PART #2)
RETAIL CENTER "B"
BUILDINGS "D"

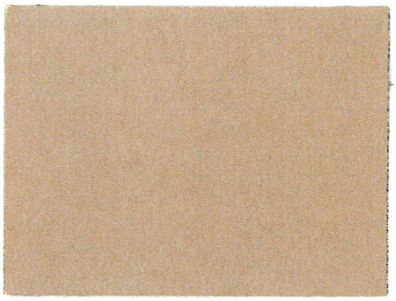
Date:
Scale: 1/8" = 1'-0"
Drawn:
Job:
Sheet: 16

A



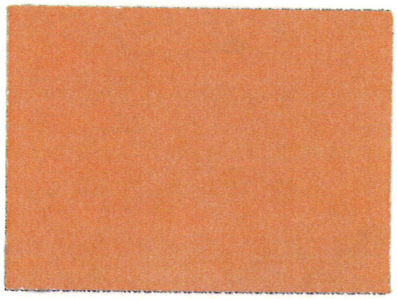
EXTERIOR WALL COLOR
DUNN-EDWARDS #SP2330 RODEO JAKE

B



EXTERIOR WALL COLOR
DUNN-EDWARDS #SP2480 SUNSET COVE

C



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DUNN-EDWARDS #DE997 HONEY COMB

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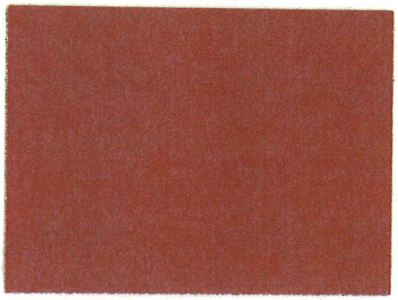

EXTERIOR WALL COLOR
DUNN-EDWARDS #DE965 CUPRITE

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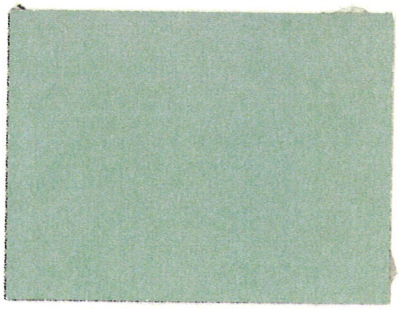

WINDOW & DOOR FRAME COLOR
DUNN-EDWARDS #DE3150 BOTANICAL

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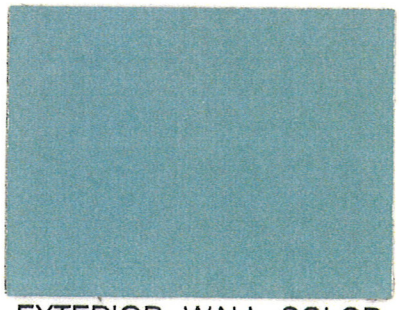
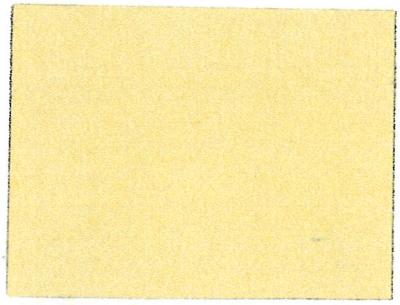


EXTERIOR WALL COLOR
DUNN-EDWARDS #DE3129 TROPICAL DRIFT

G



EXTERIOR WALL COLOR
DUNN-EDWARDS #SP2660 MADERA

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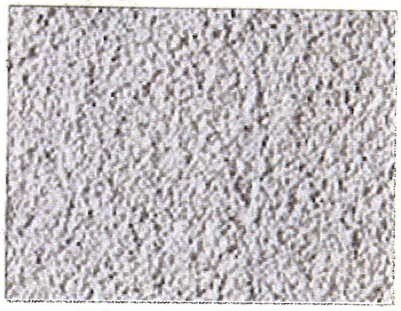

EXTERIOR WALL SAND FINISH STUCCO

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FEB 22 2010

SDR-37470
04/22/10 PC

LAS VEGAS GATEWAY CENTER – RETAIL CENTER "A" & "B"
COLOR & MATERAIL BOARD

FREMONT ST. & EASTERN AVE.
LAS VEGAS, NV

2701 Alta Drive
Las Vegas, Nevada 89106
702-624-5792 243-2377/FAX

Arnold Stalk Consulting

March 30, 2010

Ms. M. Margo Wheeler, A.I.C.P
City of Las Vegas
Planning and Development Department
731 South Fourth Street
Las Vegas, NV 89101
Phone: (702) 229-6301
Fax: (702) 474-7463

RE: Justification Letter

SWC and NWC Fremont Street /Eastern Avenue
Las Vegas, Nevada 89101

Parcel Addresses
2100 Fremont Street, Las Vegas, Nevada 89101
2212 Fremont Street, Las Vegas, Nevada 89101
2216 Fremont Street, Las Vegas, Nevada 89101

SITE APN:
139-35-803-015; 139-35-803-016; 139-35-803-017

NWC Fremont/Eastern
Vacant Parcels:
13935804002 & 13935804010

Land w/Buildings
2219 Fremont Street
2217 Fremont Street

SITE APN:
139-35-804-009
139-35-804-008

This submittal to the City of Las Vegas is for the following actions:

1. GPA-37467: Amend the General Plan from "MXU" to "C".
2. SDR-37470: Site Plan Development Review: SDR for Retail development.
3. ZON-37469: Rezoning: R-4 to C-2 (Portion of "Site B").

The subject sites currently contain the following:

- The Blue Angel Motel.
- Vegas motel.
- Retail stores.
- Par-A-Dice Motel.
- Vacant parcel.

SDR-37470
REVISED

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MAR 31 2010

The proposed plan includes:

Development Description:
The Las Vegas Gateway Center is a master planned retail commercial center. The development is located in the heart of Downtown Las Vegas, Nevada.

Redevelopment Renaissance:
The City of Las Vegas, Nevada, Downtown Redevelopment Agency is responsible for the redevelopment and revitalization of Downtown Las Vegas. Major projects include the World Market Center, The Premium Outlet Mall, The Golden Nugget Hotel & Casino expansion The Lou Ruvo Brain Institute, Symphony Park, and The Smith center for the Performing Arts, the new Las Vegas City Hall complex and other major development projects that are in the planning stages.

Las Vegas Gateway Center Master Plan
The Las Vegas Gateway Center is a master planned retail center that will be built on approximately 9.61 (+/-) acres. The site currently contains a combination of vacant parcels and existing structures that are set to be demolished thereby creating the building pads for the retail center complex.

The site is located at the major intersection of Downtown Las Vegas known as "The Four Corners". This is comprised of Fremont Street, Eastern Avenue, Charleston Blvd. and Boulder Highway. Daily traffic volumes at the Four Corners are estimated at 80,000 (+/-) cars per day per C. B. Richard Ellis, making this intersection of arterial streets among the highest traffic volume in Southern Nevada.

The Las Vegas Gateway Center will contain:

Retail shops:	90,595 Square Feet (Gross floor area).
Parking:	395 spaces
Retail uses:	Super market Retail shops Neighborhood retail shops Outdoor dining/patios The existing structure located at 2100 East Fremont Street will remain. The building will be rehabilitated (interior and exterior) and CB Richard Ellis Brokerage firm is actively marketing the project. Any new proposed use will be subject to approval by the City of Las Vegas under separate application.
Entitlements on site:	A portion of the site currently lies within the Downtown Centennial Plan. The dividing line is located on Site Plan "B" which is labeled on the site plan.
Waivers of Development Standards:	Request for Waiver of Development Standard for the Downtown Centennial Plan setbacks on "build-too" line along the front property line of Charleston Blvd;

SDR-37470
REVISED

Fremont Street and the Downtown Centennial Plan portion off the site along Eastern Avenue. Siting the buildings on the Eastern Street frontage and the parking behind would create an unsafe environment for patrons.

Request for Waiver of Development Standards for Title 19.08.050 (Commercial Development Standards) Site Plan 'B' to locate Building "D" and "E' behind the minimum setback lines. Siting the buildings on the Eastern Street frontage and the parking behind would create an unsafe environment for patrons.

Wireless Tower: The wireless tower that is located on Site Plan 'A' will be remaining.

Off Premise Signage: The existing off-premise signage will be removed at the time of construction of Site 'B'. A new sign application will be submitted to the City of Las Vegas for consideration under separate application.

General Plan Amendment: The General Plan amendment for the Las Vegas Gateway Center site is being requested for compatibility with the surrounding designations and land use.

Construction jobs: 50 full time jobs.
20 part time jobs.

Permanent retail jobs: 125 full time jobs.
40 part time jobs.

Hours of Operation: Market/24 hours/day/7 days a week
Retail shop uses vary per business.
Fast food pads: 24 hours/7 days per week.

Neighborhood Meetings: A posted neighborhood meeting was held on March 16, 2010 at the Las Vegas Community Senior Center along with several individual meetings with local businesses and residents to present, discuss and receive input from residents and businesses.

The Owners of the subject site is Mary Barstas Enterprises, LLC. The Executive Trustees for the Mary Barstas Enterprises, LLC is Ms. Sharron Prusse and Mr. Aaron Hanson has made a substantial commitment to the redevelopment and revitalization of the subject parcels as follows:

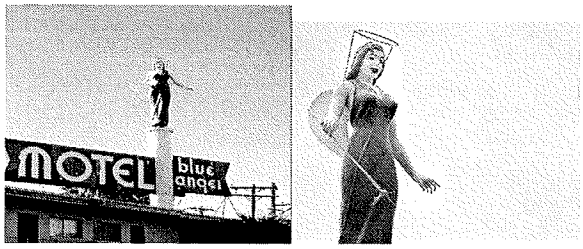
Pre-Development Work Completed to Date:

- Retention of a Development Consultant to coordinate all aspects of the Las Vegas Gateway center.

SDR-37470
REVISED

- Architecture/Planning/Master Plan designs.
- Geotechnical Phase 1 Asbestos Abatement reports and explorations for the existing structures on site.
- Demolition bidding for the Blue Angel, Vegas and Par-a-Dice Motels and other structures on site.
- Retention of CB Richard Ellis an exclusive Real Estate Broker for the Las Vegas Gateway Center.
- National marketing campaign by CB Richard Ellis.
- Negotiations with three (3) national credit tenants for leasing opportunities.
- Barstas consultants have worked with City of Las Vegas staff and have had several meetings up to this date.
- Barstas consultants have held a neighborhood meeting to present the Las Vegas Gateway Center project and have met with several neighboring commercial tenants to address any concerns or issues that may arise and to garner support for the project.

The Blue Angel Sign/Neon Museum



The Blue Angel Motel Sign, Las Vegas, Nevada

Discussions are in process with the Neon Museum, Las Vegas, Nevada to preserve the following signs currently located on the sites:

1. **The "Blue Angel Motel" sign with the iconic "Blue Angel".**
2. **The "Blue Angel" entry sign.**
3. **The "Vegas Motel" sign.**
4. **The "Par-A-Dice" Motel sign.**

It is proposed the four (4) signs listed above be restored placed within the Las Vegas Downtown Redevelopment project area.

It should be noted that the "Blue Angel Signs" were designed by Ms. Betty Willis. Ms. Willis is famous for creating the iconic design of the sign "Welcome to Las Vegas" located on the Las Vegas "strip".

Ms. Willis fashioned the "Blue Angels Sign" after actress Marilyn Monroe.

Each year, numerous tourists and locals come to view the "Blue Angel Sign" for photo opportunities.

Additionally, it is being studied that the signs be placed at the Las Vegas Gateway Center project.

The Las Vegas Gateway Center will provide the following to Downtown Las Vegas:

- A "shovel ready" project.
- Construction jobs: 50 full time, 20 part time
- Permanent retail jobs: 115 full time, 40 part time
- Revenue to the City of Las Vegas.
- Revitalization of the "Eastern Edge" of Downtown Las Vegas, Fremont Street which is badly blighted and is in need of revitalization projects such as the Las Vegas Gateway Center.

The Las Vegas Gateway Center will be the Gateway to Downtown Las Vegas from the four (4) corner major intersection of Fremont Street, Eastern Avenue, Charleston Blvd. and Boulder Highway.

It is anticipated that this development will be a "catalyst" for the redevelopment and revitalization of the eastern corridor of Fremont Street and Downtown Las Vegas.

Respectfully submitted by:

Arnold Stalk PhD
Arnold Stalk Consulting
Mary Barstas Enterprises, LLC

c.c. Steve Swanton, AICP
Senior Planner
Planning and Development Department
City of Las Vegas
702-229-4714/Office
702-384-1397/FAX
sswanton@lasvegasnevada.gov

Tom Burkart
Senior Economic Development Officer - Fast Track Team
Office of Business Development
Las Vegas Redevelopment Agency
400 Stewart Ave., 2nd Fl.
Las Vegas, NV 89101

702-229-6853/O
702-385-3128/FAX
tburkart@lasvegasnevada.com

Mr. Aaron Hanson, Executive Trustee Manger: ahansen@bartsasenterprises.org
Ms. Sharron Prusse, Executive Trustee Manager sprusse@bartsasenterprises.org
Mary Barstas Enterprises, LLC
601 South Rancho Drive
Suite C23
Las Vegas, Nevada 89106

RECEIVED
CITY CLERK

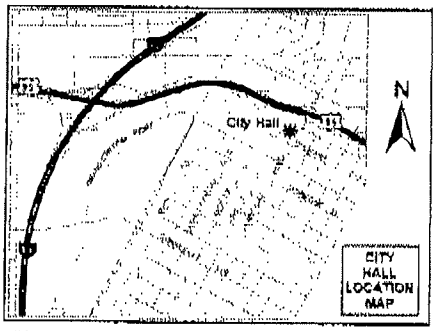
City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

2010 MAY 10 A 9:16

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
02 1M $ 00.41⁴
0004279218 MAY 07 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

ANDRADE CECILIA
9453 SILVANER CT
LAS VEGAS NV 89123-5846

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-37470
City Council Meeting of 5/19/2010

APN#13935718036

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City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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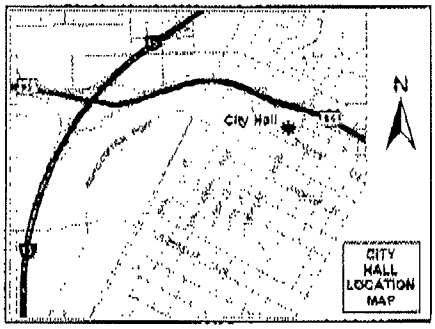

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LAS VEGAS NV 89123-5846

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

APN#13935718036

SDR-37470
City Council Meeting of 5/19/2010

CAUSE # 8163

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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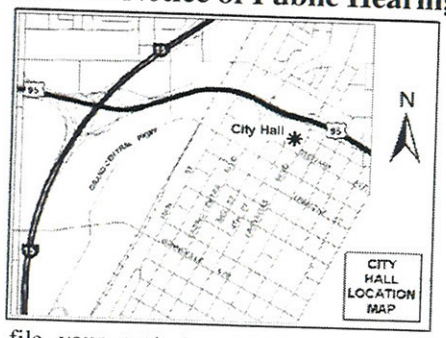

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-37470

Planning Commission Meeting of 4/22/2010

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prior
A request became a fortified wine/cash lending shop. not a grocer as proposers.

16202514025
HESS SALLY
2021 PEYTON DR
LAS VEGAS NV 89104-2013

Case: SDR-37470

APR 19 2010

BAVDS11 89104

Submitted after final agenda
Date 4/20/10 Item 28

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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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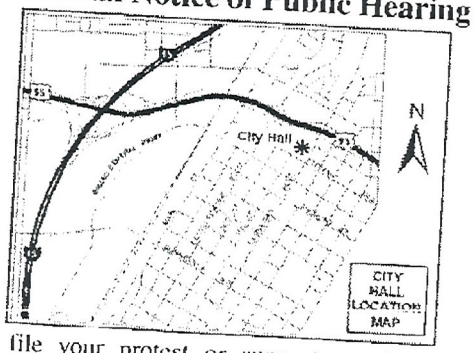

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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SDR-37470

Planning Commission Meeting of 4/22/2010

13936410054 Case: SDR-37470
MATUSOW FAMILY TRUST
2305 SHOREWOOD HILLS AVE
HENDERSON NV 89052-8763

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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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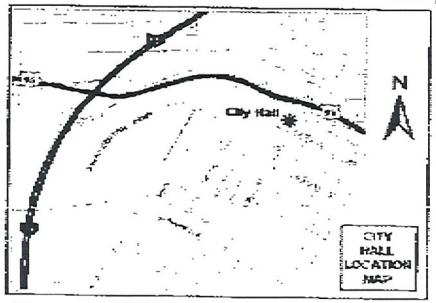

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☐ I SUPPORT this Request ☐ I OPPOSE this Request

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SDR-37470

Planning Commission Meeting of 4/22/2010

Case: SDR-37470
13935813017
RODRIGUEZ FELIPE JR
3468 RUTH DR
LAS VEGAS NV 89121-3209

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04/13/2010 10:08 AM

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986



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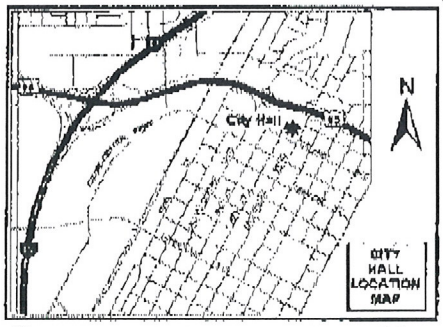

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-37470

Planning Commission Meeting of 4/22/2010

Case: SDR-37470
13936411001
PARKER PRISCILLA E REVOCABLE TR
3210 W CHARLESTON BLVD #2
LAS VEGAS NV 89102-0080

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APR 13 2010

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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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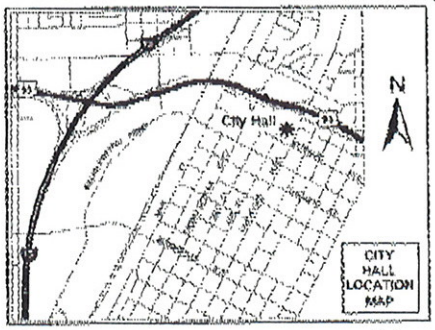

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Case: SDR-37470

13935803024
WESTERFIELD-WOODBURY L L C
1930 VILLAGE CTR #3-938
LAS VEGAS NV 89134-6299

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-37470
Planning Commission Meeting of 4/22/2010

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APR 16 2010

Submitted after final agenda
Date 4/22/10 Item 20 A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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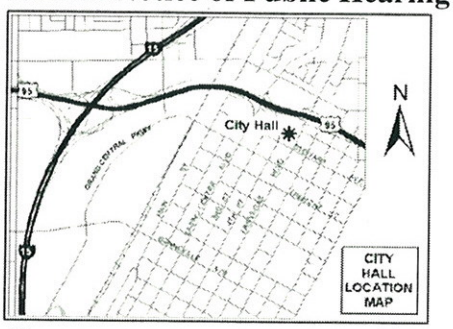

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[X] I SUPPORT this Request

[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-37470

Planning Commission Meeting of 4/22/2010

Case: SDR-37470

13936411013
CHURCH PENTECOSTAL UNITED
4775 HAPPY VALLEY
LAS VEGAS NV 89121-7121

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APR 22 2010

Submitted after final agenda

Date 4/22/10 Item 20

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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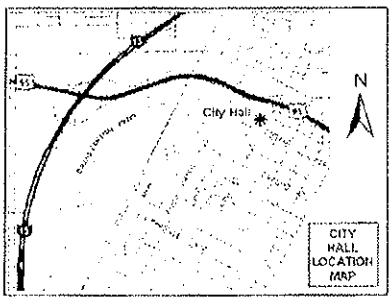

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-37470
Planning Commission Meeting of 4/22/2010

Case: SDR-37470

13935812015
BETTAGLIO FAMILY TRUST
3643 MEADOWLANDS LN
SAN JOSE CA 95135-1650

Arnold Stalk Consulting
100 Park Vista Drive #2005
Las Vegas, Nevada 89138
(702) 624-5792
(702) 243-2377/FAX
arnoldstalk@gmail.com

Letter of Support
Las Vegas Gateway Center

DATE: March 16, 2010

TO: Arnold Stalk PhD
100 Park Vista Drive #2005
Las Vegas, Nevada 89138

RE: Las Vegas Gateway Center
NEC/SEC Fremont Street, Eastern Avenue
Downtown Las Vegas, Nevada

LV AGENDA Items:
CLV Application #SDR-37469
CLV Application #GPA-37467
CLV Application #VAR-37470

Dear Mr. Stalk,

This letter is to confirm my support of your project located at the Northeast and Southeast corners of Fremont Street and Eastern Avenue, Las Vegas, Nevada 89101.

I support the proposed Las Vegas Gateway Commercial Center to be built in Downtown Las Vegas, Nevada.

We wish you the very best in your endeavor.

Sincerely,

PLEASE PRINT:

Name: Richard J. Potter

Address: 560 E Oakey Blvd

City/State/Zip: Las Vegas, NV 89104

Signature: Richard J. Potter

Thank you.

Submitted at Planning Commission
Date 4/22/10 Item 18-20

Arnold Stalk Consulting
100 Park Vista Drive #2005
Las Vegas, Nevada 89138
(702) 624-5792
(702) 243-2377/FAX
arnoldstalk@gmail.com

Letter of Support
Las Vegas Gateway Center

DATE:	March 16, 2010
TO:	Arnold Stalk PhD 100 Park Vista Drive #2005 Las Vegas, Nevada 89138
RE:	Las Vegas Gateway Center NEC/SEC Fremont Street, Eastern Avenue Downtown Las Vegas, Nevada
LV AGENDA Items:	**CLV Application #SDR-37469** **CLV Application #GPA-37467** **CLV Application #VAR-37470**

Dear Mr. Stalk,

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I support the proposed Las Vegas Gateway Commercial Center to be built in Downtown Las Vegas, Nevada.

We wish you the very best in your endeavor.

Sincerely,

PLEASE PRINT:

Name: Robert Kritin

Address: 2777 Paradise Rd

City/State/Zip: Las Vegas NV 89109

Signature:

Thank you.

Arnold Stalk Consulting
100 Park Vista Drive #2005
Las Vegas, Nevada 89138
(702) 624-5792
(702) 243-2377/FAX
arnoldstalk@gmail.com

Letter of Support
Las Vegas Gateway Center

DATE: March 16, 2010

TO: Arnold Stalk PhD
100 Park Vista Drive #2005
Las Vegas, Nevada 89138

RE: Las Vegas Gateway Center
NEC/SEC Fremont Street, Eastern Avenue
Downtown Las Vegas, Nevada

LV AGENDA Items: **CLV Application #SDR-37469**
CLV Application #GPA-37467
CLV Application #VAR-37470

Dear Mr. Stalk,

This letter is to confirm my support of your project located at the Northeast and Southeast corners of Fremont Street and Eastern Avenue, Las Vegas, Nevada 89101.

I support the proposed Las Vegas Gateway Commercial Center to be built in Downtown Las Vegas, Nevada.

We wish you the very best in your endeavor.

Sincerely,

WOULD LIKE TO SEE THE AIRWINS APT. UNITS INCLUDED INTO A GRAND MASTER PLAN AND THE PROPERTIES DEVELOPED TOGETHER.

PLEASE PRINT:

Name: TODD FARLOW

Address: 240 N. 19TH STREET

City/State/Zip: LAS VEGAS, NV. 89101-4405

Signature:

Thank you.

Arnold Stalk Consulting
100 Park Vista Drive #2005
Las Vegas, Nevada 89138
(702) 624-5792
(702) 243-2377/FAX
arnoldstalk@gmail.com

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We wish you the very best in your endeavor.

Sincerely,

PLEASE PRINT:

Name: Maria Sequeira

Address: PO Box 43222

City/State/Zip: Las Vegas, NV 89116

Signature: M. M. Sq

Thank you.

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100 Park Vista Drive #2005
Las Vegas, Nevada 89138
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(702) 243-2377/FAX
arnoldstalk@gmail.com

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Sincerely,

PLEASE PRINT:

Name: Jose R. Segueira

Address: PO Box 43222

City/State/Zip: Las Vegas, NV 89116

Signature: [signature]

Thank you.

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Sincerely,

PLEASE PRINT:

Name:	Jim Shadlaus
Address:	3275 S. Jones Blvd, Ste. 106
City/State/Zip:	Las Vegas, NV 89146
Signature:	J Shadlaus

Thank you.

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Sincerely,

PLEASE PRINT:

Name:	**Barri Levy**
Address:	**11335 Corsica Mist Ave.**
City/State/Zip:	**Las Vegas, NV 89135**
Signature:	

Thank you.

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Sincerely,

PLEASE PRINT:

Name: RICHARD CUEN

Address: 3202 BROOKFIELD DR.

City/State/Zip: LAS VEGAS, NV. 89120

Signature:

Thank you.

Heaven can wait animal society

P.O Box 30158
Las Vegas, NV 89173-0158
(702) 227-5555
www.hcws.org

Tax Exempt 501 (c) 3

Arnold Stalk PhD
100 Park Vista Drive #2005
Las Vegas, Nevada 89138
702-624-5792

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Sincerely,

PLEASE PRINT:

Name: Harold Vosko
Address: 546 N. Eastern Ave Suite 175
City/State/Zip: Las Vegas, NV 89101
Signature: H Vosko

Thank you.

hcws.org

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Sincerely,

PLEASE PRINT:

Name: B. MAHLON BROWN

Address: 3312 CIRCLE DALE TERRACE

City/State/Zip: LAS VEGAS, NV. 89102

Signature: [signature]

Thank you.

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Sincerely,

PLEASE PRINT:

Name: MARK WHITEHOUSE

Address: 10 RESEARCH LANE

City/State/Zip: LV NV 89101

Signature:

Thank you.

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Sincerely,

PLEASE PRINT:

Name: **__Lisa Fittante_____**

Address: **_2105 Lavers Circle Suite 303_____**

City/State/Zip: **____Delray Beach, Florida 33444____**

Signature: **_____Lisa Fittante_____** 3/16/10

Thank you.

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Sincerely,

PLEASE PRINT:

Name: Cindy Rubinstein

Address: 7140 Dean Martin Dr. Ste 1000

City/State/Zip: Las Vegas, NV 89118

Signature: Cindy Rubinstein

Thank you.

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100 Park Vista Drive #2005
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Sincerely,

PLEASE PRINT:

Name: SONNY BAZBAZ

Address: 299 PARK AVENUE

City/State/Zip: NEW YORK, NY 10171

Signature:

Thank you.

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Sincerely,

PLEASE PRINT:

Name: DR. WILLIAM D. METT

Address: 11539 CANTINA TERCANO PLACE

City/State/Zip: LAS VEGAS, NV 89119

Signature:

Thank you.

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Sincerely,

PLEASE PRINT:

Name: Yamilka Palmquist

Address: 7777 S. Jones Blvd

City/State/Zip: Las Vegas, NV 89139

Signature: Yamilka Palmquist

Thank you.

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Sincerely,

PLEASE PRINT:

Name: Thomas D. Carter

Address: 87 Old Course Dr.

City/State/Zip: Newport Beach Ca 92660

Signature:

Thank you.

RECEIVED
MAR 22 2010

dedward@ttlv.net

From: <dedward@ttlv.net>
To: <arnoldstalk@gmail.com>
Cc: "Rob Levrant" <rlevrant@LasVegasNevada.GOV>; <texsano@cox.net>
Sent: Thursday, March 18, 2010 1:01 PM
Subject: Las Vegas Gateway Centre Project

Greetings:

We are greatly concerned with the traffic impact this proposed shopping centre would create.

At the meeting we did not hear exactly what type of busineses would be allowed within this centre. Would the project include a "711" Convenience Store or something similar with a different name? Would there be a package liquor store allowed on the premises? Is there any intent to include a coctail lounge or beer parlor inside this complex? Are there going to be allowed any fast food chain operations within this project?

It is somewhat understandable at this time for there possibly not to be any signed leases for businesses within this project. However, are there guidelines and preferances set forth in place for the development of this centre?

Some businesses become an "attractive nuisance" in many of these places. These types of businesses tend to promote rowdy and illegal behaviorial patterns and become a determent to a community and making a centre a liability instead of an asset to the general area. The apparent intent of this centre is to upgrade the community area and our organization would like to see that happen. However we would like to see a committment put in place for the guarantee of the types of businesses to be allowed within this "Las Vegas Gateway Centre" Project and just what types of businesses are not going to be allowed. Convenient stores in general do create a rapid in and out of customers who drive fast and in a careless fashion darting in and out without proper stopping or signals and the sweeping of several lanes while speeding in and out. These types of businesses tend not to improve an area but rather tear them down even further. And sight must not be lost in the developer's planning that streses the cleaning up of the area with an upgrade in the current area.

We have been looking at Eastern Avenue from the alley to the north of this proposed centre and Charleston Blvd. Surely there is an easement along the property line. What would it take for the city to widen Easter Avenue at this point of reference with one more lane for the traffic to enter the Gateway Centre? Would the project itself forfeit some of their land to create this extra lane for ingress traffic and then construct this extra lane for traffic at their expense and no expense to the city which now is expressing a budget crunch?

We really are trying to work with you on this project and help come up with improvements, safeguards and solutions. We do feel that this area begs for redevelopment and a full upgrade. We want asurances of a big improvement in that area so we can endorse this project rather than to oppose the entire centre.

Thank You -
Sincerely,
Doinald Fondriasopolous / President-Resident Agent
Boulder Dam Homesite Addition Association&Residential Park Inc;
dedward@ttlv.net

cc/Robert Taylor / Block Captain 1701 E Cedar Ave;
Robert Levrant - City Planning & Neighborhood Services
C Poliak U.S.Senator Candidate
Anthony Guarino Code Enforcement Officer

04/22/10 PC
GPA-37467
ZON-37469 C
SDR-37470

3/18/2010

City of Las Vegas Agenda Item No.: **73.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: MAY 19, 2010

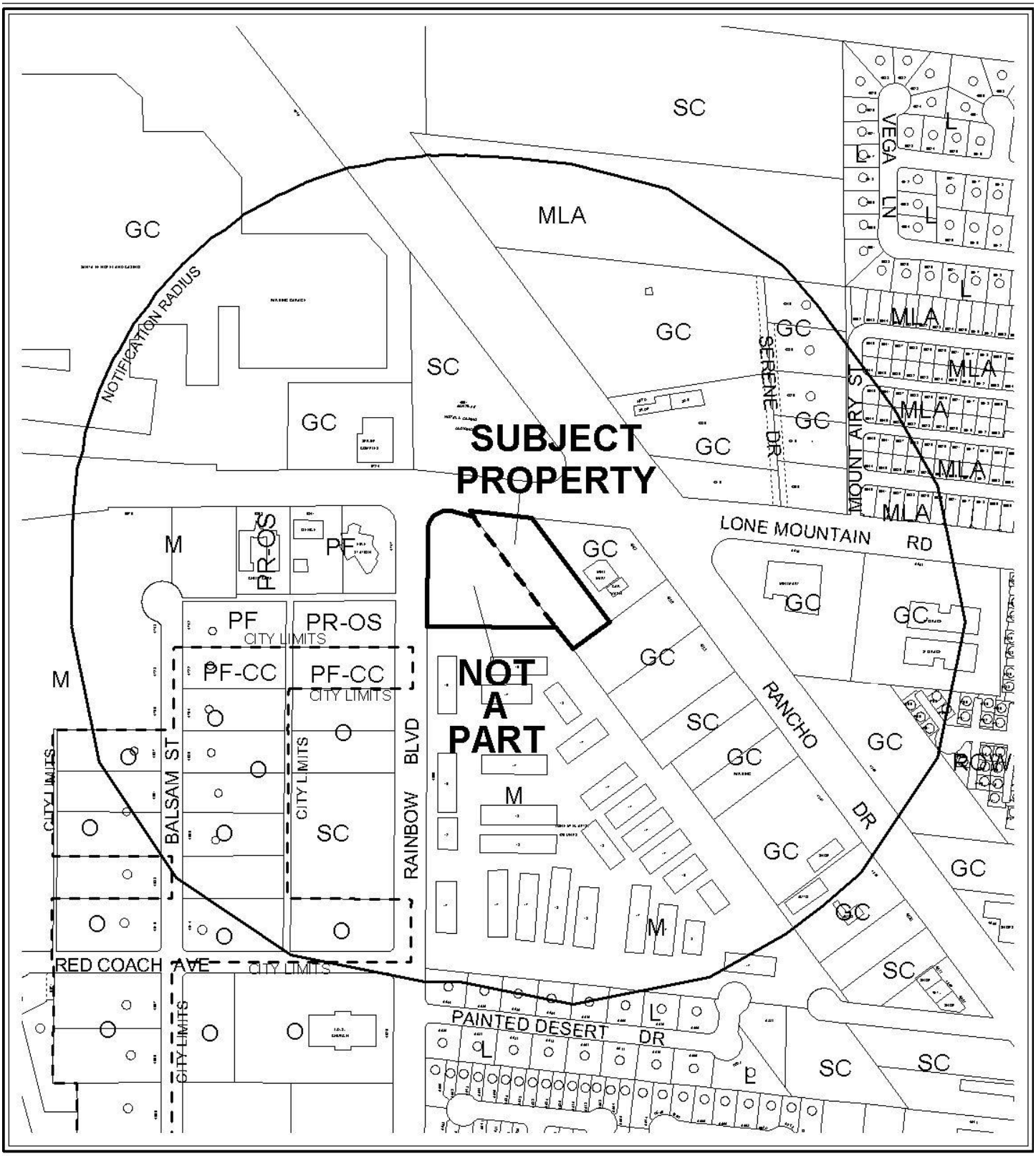
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
GPA-37599 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT: OVATION DEVELOPMENT - OWNER: JIMMY LEE - Request to Amend a portion of the Centennial Hills Sector Plan of the General Plan FROM: GC (GENERAL COMMERCIAL) TO: SC (SERVICE COMMERCIAL) on 1.77 acres located along the south side of Lone Mountain Road, approximately 158 feet east of Rainbow Boulevard (APN 138-02-101-002), Ward 6 (Ross). The Planning Commission (5-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**1**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (5-0 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report - GPA-37599, ZON-37600, SUP-37601 and SDR-37602
3. Supporting Documentation
4. Photos - GPA-37599, ZON-37600, SUP-37601 and SDR-37602
5. Justification Letter - GPA-37599, ZON-37600, SUP-37601 and SDR-37602
6. Abeyance Request for GPA-37599, ZON-37600, SUP-37601 and SDE-37602 by Kaempfer Crowell Renshaw Gronauer & Fiorentino
6. Backup referenced from the April 22, 2010 Planning Commission Meeting Item ZON-37600 and SUP-37601



0 300 600 Feet

CASE: **GPA-37599**

RADIUS: 1000 FT

GENERAL PLAN LAND USE OF SUBJECT PROPERTY:
GC (GENERAL COMMERCIAL)

PROPOSED GENERAL PLAN LAND USE OF SUBJECT PROPERTY:
SC (SERVICE COMMERCIAL)

N



0 300 600 Feet

CASE: **GPA-37599**

RADIUS: 1000 FT

GENERAL PLAN LAND USE OF SUBJECT PROPERTY:
GC (GENERAL COMMERCIAL)

PROPOSED GENERAL PLAN LAND USE OF SUBJECT PROPERTY:
SC (SERVICE COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 19, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: OVATION DEVELOPMENT - OWNER: LONE MOUNTAIN APTS I, LLC AND JIMMY LEE

** STAFF RECOMMENDATION(S) **

The Planning Commission (5-0 vote) and Staff recommends APPROVAL, subject to conditions:

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
GPA-37599	Staff recommends APPROVAL.	
ZON-37600	Staff recommends APPROVAL.	GPA-37599
SUP-37601	Staff recommends APPROVAL, subject to conditions:	GPA-37599 ZON-37600
SDR-37602	Staff recommends APPROVAL, subject to conditions:	GPA-37599 ZON-37600 SUP-37601

** CONDITIONS **

SUP-37601 CONDITIONS

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for Senior Citizen Apartments use, except as amended herein.

2. Approval of and conformance to the Conditions of Approval for General Plan Amendment (GPA-37599), Rezoning (ZON-37600) and Site Development Plan Review (SDR-37602) shall be required.

3. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

GK

4. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Building and Safety Department.

5. A Waiver from Title 19.04.010 is hereby approved to allow apartments on the ground floor where none are permitted.

6. A Waiver from Title 19.04.010 is hereby approved to allow a primary resident or guest entryway in conjunction with commercial uses where entryways to the apartments must be independent of ground floor commercial uses.

7. A Waiver from Title 19.04.010 is hereby approved to allow a front elevation that does not highlight the difference in uses.

8. Sign and record a deed restriction with language determined to be satisfactory by the City Attorney which restricts the use of the site to an age-restricted community for those persons 55 years of age or older, to the full extent of the law.

9. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

SDR-37602 CONDITIONS

Planning and Development

1. Approval of General Plan Amendment (GPA-37599), Rezoning (ZON-37600), and approval of and conformance to the conditions of approval for Special Use Permit (SUP-37601) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All development shall be in conformance with the site plan, floor plan, and building elevations date stamped 03/08/10, and the landscape plan date stamped 03/26/10, except as amended by conditions herein.

4. An Exception from Title 19.10.010 is hereby approved to allow eight parking lot trees where 27 are required.

5. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Building and Safety Department.

6. These Conditions of Approval shall be affixed to the cover sheet of the plan set submitted for building permit.

7. The applicant shall work with city staff to determine the most appropriate mapping action necessary to consolidate the existing lots. The mapping action shall be completed and recorded prior to the issuance of any building permits.

8. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. The technical landscape plan shall include the following changes from the conceptual landscape plan: the trees within the south and east perimeter landscape buffers shall be at least 24-inch box in size.

9. 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.

10. Reflective glazing at the pedestrian level is prohibited. Glazing above the pedestrian level shall be limited to a maximum reflectance rating of 22% (as defined by the National Institute of Standards and Technology).

11. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

12. Air conditioning units shall not be mounted on rooftops.

13. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

14. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaries. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.

15. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

16. Prior to the submittal of a building permit application, the applicant shall meet with Planning and Development Department staff to develop a comprehensive address plan for the subject site. A copy of the approved address plan shall be submitted with any future building permit applications related to the site.

17. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

18. Dedicate appropriate right-of-way for a bus turnout (where such does not exist) on Lone Mountain Road adjacent to this site, and grant a multi-use non-equestrian trail easement for all portions of the required trail outside the Lone Mountain Road public right of way concurrent with development of this site.

19. Construct all incomplete half-street improvements on Lone Mountain Road and Rainbow Boulevard adjacent to this site, including the bus turnout in accordance with Standard Drawing #234.3, and the multi-use non-equestrian trail west of the Lone Mountain Road driveway in accordance with Multi-Use Non-Equestrian Trail Standards and conditions as amended herein concurrent with development of this site.

20. Remove all substandard public street improvements and unused driveway cuts adjacent to this site, if any, and replace with new improvements meeting current City Standards concurrent with development of this site.

21. Coordinate with the Collection Systems Planning Section of the Department of Public Works to extend public sewer to the southern edge of this development in Rainbow Boulevard concurrent with development of this site. Provide public sewer easements for all public sewers not located within existing public street right-of-way prior to the issuance of any permits as required by the Department of Public Works. Improvement Drawings submitted to the City for review shall not be approved for construction until all required public sewer easements necessary to connect this site to the existing public sewer system have been granted to the City.

22. Contact the City Engineer's Office at 229-6272 to coordinate the development of this project with the Gowan Outfall, Lone Mountain Branch project and any other public improvement projects adjacent to this site. Comply with the recommendations of the City Engineer. We note that the proposed driveway as shown on the site plan may conflict with the future storm drain drop inlet per CLV Gowan Outfall, Lone Mountain Capital Improvement Project.

23. All landscaping and private improvements installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

24. Provide proof that emergency access through the crash gate shown on this site plan and the adjoining parcel to the south will be perpetually persevered prior to the issuance of any permits.

25. Meet with the Fire Protection Engineering Section of the Department of Fire Services to discuss fire requirements for the proposed use of this facility. The design and layout of all onsite private circulation and access drives shall meet the approval of the Department of Fire Services.

26. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits or submittal of any construction drawings, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site.

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site consists of two undeveloped lots totaling 3.02 acres at the southeast corner of Rainbow Boulevard and Lone Mountain Road. This is a request for a Site Development Plan Review (SDR-37602) for a proposed 152-unit, three story Senior Citizen Apartment Complex. The applicant is proposing to Rezone (ZON-37600) both sites from C-2 (General Commercial) to C-1 (Limited Commercial), as a Senior Citizen Apartment use is not permitted in the current C-2 (General Commercial) zoning designation. A Special Use Permit (SUP-37601) has been submitted to allow a Senior Citizen Apartment use in the proposed C-1 (Limited Commercial) zoning district. The Special Use Permit must be approved to allow the use in the C-1 (Limited Commercial) zoning designation. Also, an associated General Plan Amendment (GPA-37599) has been submitted to change the general plan land use designation of one lot from GC (General Commercial) to SC (Service Commercial). The applicant is requesting, as part of this review, Waivers of the Minimum Special Use Permit Requirements for a Senior Citizen Apartment use. Staff can support the requested Waivers, as they are minor in nature, and will have a minimal impact on the adjacent properties; therefore, staff is recommending approval. If these applications are denied, the site will remain undeveloped.

ISSUES

- The site currently consists of two parcels and must be remapped to combine these lots so that no lot line extends through any structure prior to issuance of building permits.
- The applicant is requesting a Waiver of minimum use requirements to allow apartments on the ground floor where none are permitted.
- The applicant is requesting a Waiver of minimum use requirements to allow a primary resident or guest entryway in conjunction with commercial uses.
- The applicant is requesting a Waiver of minimum use requirements to allow a front elevation that does not highlight the difference in uses.
- The applicant is requesting an Exception to allow eight parking lot trees where 27 are required.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
06/05/63	The Board of Commissioners approved a request for Annexation (A-0003-63) of 150 acres of land generally located on the south side of Gowan Road, between Tonopah Highway and Decatur Boulevard. Planning Commission and staff recommended approval.

GK

04/02/03	The City Council approved a General Plan Amendment (GPA-1363) to change portions of the Centennial Hills Sector Plan and the Southwest Sector Map from GC (General Commercial), SC (Service Commercial) and DR (Desert Rural) to GC (General Commercial), O (Office), PF (Public Facility), ML (Medium-Low Density Residential) and DR (Desert Rural) on property located on, or in close proximity to, both sides of Rancho Drive from Vegas Drive to the northern City limits at Moccasin Road. Planning Commission and staff recommended approval.
02/18/04	The City Council approved a General Plan Amendment (GPA-3484) to change a portion of the Centennial Hills Interlocal Land Use Plan from SC (Service Commercial) to M (Medium Density Residential) on 17.80 acres adjacent to the east side of Rainbow Boulevard, approximately 350 feet south of Lone Mountain Road. Planning Commission was unable to reach a supermajority. Staff recommended approval.
02/18/04	The City Council approved a Rezoning (ZON-3486) from R-E (Residence Estates) and C-2 (General Commercial) to R-3 (Medium Density Residential) on 17.80 acres adjacent to the east side of Rainbow Boulevard, approximately 350 feet south of Lone Mountain Road. Planning Commission and staff recommended approval.
02/18/04	The City Council approved a request for a Site Development Plan Review SDR-3490) for a 426 unit residential development on 17.80 acres adjacent to the east side of Rainbow Boulevard, approximately 350 feet south of Lone Mountain Road. Planning Commission and staff recommended approval.
01/13/05	The Planning Commission approved a request for a Variance (VAR-5548) to allow a zero-foot rear yard setback where three feet is required for accessory structures and to eliminate the required six-foot wide landscape planter and trees in the location of the accessory structures in conjunction with a multi-family residential development adjacent to the east side of Rainbow Boulevard, approximately 350 feet south of Lone Mountain Road. Staff recommended denial.
03/02/05	The City Council approved a Petition to Vacate (VAC-5721) a portion of the south half of Red Coach Avenue between Painted Desert Drive and Rancho Drive. Planning Commission and staff recommended approval.
03/04/05	A Parcel Map (PMP-5221) was released for recordation by staff for 3 lots on property located on the southeast corner of Rainbow Boulevard and Lone Mountain Road. The parcel map was recorded on 03/10/05.
04/22/10	The Planning Commission (5-0 vote) recommended APPROVAL of companion items GPA-37599, ZON-37600, SUP-37601 and SDR-37602 concurrently (PC Agenda Item #23-26/gk).

Most Recent Change of Ownership	
09/03/04	A deed was recorded for a change in ownership at APN 138-02-101-015
03/03/09	A deed was recorded for a change in ownership at APN 138-02-101-002.

Related Building Permits/Business Licenses
There are no related building permits or licenses at the subject site.

Pre-Application Meeting	
03/01/10	The following items were discussed at the pre-application meeting: • A Site Development Plan Review is required for the proposed 152-unit Senior Citizen Apartment complex. • An exception of the parking lot landscaping is required. • A Special Use Permit for a Senior Citizen Apartment use is required in the C-1 (Limited Commercial) zoning district. • A zone change will be required, as a Senior Citizen Apartment use is not permitted in the current C-2 (General Commercial) zoning designation. In turn, a General Plan amendment is required. • A parking variance can be avoided by using up to 30% of the parking spaces as compact spaces.

Neighborhood Meeting	
03/22/10	A neighborhood meeting was held on Monday, March 22nd at 6:12 PM in the Tivoli Apartments Clubhouse at 4650 North Rainbow Boulevard, Las Vegas. Two members from the applicant attended the meeting along with one staff member from the Ward 6 City Council office and one member of the Planning and Development staff. Three members of the public attended the meeting. The applicant described the project, and noted that they were requesting the following two waivers: No commercial on the ground floor of the building and a reduction in parking lot landscaping. The following questions were raised by the public: • A question was raised as to whether the units would be handicap accessible; the applicant responded that the building would meet ADA requirements, but only the required number of units would be fully accessible. • A question was raised about construction staging. The applicant responded that most of the staging would be done on site, but may need to look for an adjacent vacant parcel for any additional staging area. Those members of the public who attended expressed general support for the project as proposed.

Field Check	
03/18/10	Staff conducted a field check on the indicated date and noted a well maintained undeveloped lot.

Details of Application Request	
Site Area	
Net Acres	3.02

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped	SC (Service Commercial) GC (General Commercial)	C-2 (General Commercial)
North	Parking Lot	SC (Service Commercial)	C-2 (General Commercial)
South	Multi-Family Residential	M (Medium Density Residential)	R-3 (Medium Density Residential)
East	Convenience Store	GC (General Commercial)	C-2 (General Commercial)
West	Government Facility (Fire Station)	PF (Public Facility)	C-V (Civic)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District – 175 Feet	X		Y
Trails – Multi-Use Non Equestrian	X		Y
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.08, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Width	100 Feet	293 Feet	Y
Min. Setbacks			
• Front (West)	20 Feet	30 Feet	Y
• Side (South)	10 Feet	10 Feet	Y
• Corner (North)	15 Feet	29 Feet	Y
• Rear (East)	20 Feet	60 Feet	Y
Max. Lot Coverage	50%	27%	Y
Max. Building Height	N/A	3 Stories, 37 Feet	N/A
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	Screened, Gated w/ a Trellis	Y
Mech. Equipment	Screened	Screened	Y

Pursuant to Title 19.12, the following standards apply:

Landscaping and Open Space Standards				
Standards	*Required*		*Provided*	*Compliance*
	Ratio	*Trees*		
Buffer Trees:				
• North	1 Tree / 20 Linear Feet-165	9 Trees	9 Trees	Y
• South	1 Tree / 20 Linear Feet-330	15 Trees	15 Trees	Y
• South	1 Tree / 20 Linear Feet-127	7 Trees	7 Trees	Y
• East	1 Tree / 20 Linear Feet-330	15 Trees	15 Trees	Y
• West	1 Tree / 20 Linear Feet-270	14 Trees	14 Trees	Y
TOTAL PERIMETER TREES		**60 Trees**	**60 Trees**	**Y**
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces	27 Trees	8 Trees	N
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width				
• North	10 Feet		29 Feet	Y
• South	6 Feet		10 Feet	Y
• South	6 Feet		8 Feet	Y
• East	6 Feet		8 Feet	Y
• West	10 Feet		30 Feet	Y
Wall Height	6 to 8 Feet Adjacent to Residential		6 Feet	Y

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
	Gross Floor Area or Number of Units	***Required***			***Provided***		***Compliance***
			Parking		*Parking*		
Use		***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
Senior Citizen Apartments	152 units	.75 spaces per unit	109		110		Y
TOTAL SPACES REQUIRED			114		115		Y
TOTAL (With Handicapped)			109	5	110	5	Y

Waivers		
Requirement	***Request***	***Staff Recommendation***
Per Title 19.04, the use shall be developed and operated only in connection with ground-level nonresidential development. In the case of a multi-floor structure, the apartments themselves must be located above ground floor.	To allow apartments on the ground floor where none are permitted.	Approval
Per Title 19.04, the primary resident or guest entryway to the apartments must be independent of ground floor commercial uses.	To allow a primary resident or guest entryway in conjunction with commercial uses.	Approval
Per Title 19.04, the overall architecture of the front elevation shall highlight the difference in uses through variations in volume and proportion, and shall be treated as a cohesive whole through finishes and colors.	To allow a front elevation that does not highlight the difference in uses.	Approval

Exceptions		
Requirement	***Request***	***Staff Recommendation***
1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces, or 27 Trees	8 Trees	Approval

ANALYSIS

The subject site consists of two undeveloped lots totaling 3.02 acres at the southeast corner of Rainbow Boulevard and Lone Mountain Road. One lot has a general plan designation of GC (General Commercial) while the other has an SC (Service Commercial) designation. Both have a zoning designation of C-2 (General Commercial). The applicant is proposing to construct a three-story, 37-foot high building, which will contain 152 Senior Citizen Apartment units. The 152 units will be offered in one bedroom and two bedroom options. The two parcels must be remapped to consolidate the lots prior to issuance of building permits.

Per Title 19.04, a Senior Citizen Apartment use is not permitted within the C-2 (General Commercial) zoning district. The applicant is proposing to rezone (ZON-37600) each parcel to C-1 (Limited Commercial), as the use is permitted within the C-1 (Limited Commercial) zoning district with the approval of a Special Use Permit. To remain consistent with the proposed zone change, the applicant has submitted an associated General Plan Amendment (GPA-37599). The general plan amendment will change the designation of the lot to SC (Service Commercial). Staff can support the requested zone change and subsequent general plan amendment, as the proposed C-1 (Limited Commercial) zoning district and SC (Service Commercial) general plan designation will serve as an adequate buffer from the existing residentially zoned properties to the south and C-2 (General Commercial) zoned properties to the north, thus further protecting the existing residences from the more intense uses typically allowed in the C-2 (General Commercial) zoning district.

Approval of the proposed zone change and associated general plan amendment will permit a Senior Citizen Apartment use at the subject site with approval of a Special Use Permit. The applicant has submitted an associated Special Use Permit (SUP-37601) to allow a Senior Citizen Apartment use within a C-1 (Limited Commercial) zoning district. The proposed Senior Citizen Apartment units will be housed within all three floors of the proposed three-story building with the first floor also containing the supporting commercial use. The applicant is requesting Waivers of the minimum special use requirements to allow apartments on the ground floor where none are permitted, a resident or guest entryway in conjunction with commercial uses, and a front elevation that does not highlight the difference in uses.

The applicant has submitted a request for a Site Development Plan Review (SDR-37602) to construct the three-story, 152-unit Senior Citizen Apartment complex. The site complies with all Title 19 requirements with the exception of required landscaping. Per Title 19.12.040, the required trees along the perimeter landscape buffers must be at least 24-inch box in size. The proposed landscape plan, date stamped 03/26/10, shows 15-gallon deciduous trees along the south and east perimeter landscape buffers. A condition of approval has been added requiring a revised landscape plan illustrating 24-inch box deciduous trees along all perimeter landscape buffers.

Per Title 19.10.010 Parking Lot Landscape Standards, one 24-inch box tree shall be planted for every six uncovered parking spaces and within each landscape island. The applicant is requesting an Exception to allow eight 24-inch box deciduous trees where 27 trees are required. Staff can support the requested Exception request, as the development will provide adequate landscaping and screening mechanisms to diminish the visual impact of the parking lot.

The overall site is accessed by Lone Mountain Road, designated as a 100-foot Primary Arterial by the Master Plan of Streets and Highways. It is noted that a multi-use transportation trail is required along the south side of Lone Mountain Road. The applicant is providing the 10-foot wide bi-directional concrete path, as well as the five feet of landscaping on either side of the path. A bus turnout lane located adjacent to the site requires a variation to the trail design along a portion. The Master Plan Transportation Trails Element states that when adjacent to a bus turnout lane, the 10-foot wide bi-directional concrete path is allowed to abut the right-of-way without a landscape buffer. A general plan amendment to amend the Transportation Trails Element is not required, as the applicant is proposing an acceptable variation outlined by the Master Plan Transportation Trails Element.

The location of Senior Citizen Apartments at the subject property will serve as an appropriate buffer between the existing residences to the south and the properties zoned C-2 (General Commercial) to the north. The building has been appropriately scaled to break the massing of the building. Staff finds that the subject location is appropriate for Senior Citizen Apartments; therefore, approval of this request is recommended.

FINDINGS (GPA-37599)

Section 19.18.030(I) of the Las Vegas Zoning Code requires that the following conditions be met in order to justify a General Plan Amendment:

1. **The density and intensity of the proposed General Plan Amendment is compatible with the existing adjacent land use designations,**

   The intensity of the proposed General Plan Amendment to SC (Service Commercial) is compatible with the surrounding land uses to the east, west and south. The SC (Service Commercial) land use designation of the subject property will create an appropriate buffer between existing residentially zoned properties to the south and more intense commercially zoned properties to the north.

2. **The zoning designations allowed by the proposed amendment will be compatible with the existing adjacent land uses or zoning districts,**

The C-1 (Limited Commercial) zoning designation allowed by the proposed General Plan Amendment will create a land use that is harmonious and compatible with the surrounding area. The proposed SC (Service Commercial) land use designation and proposed C-1 (Limited Commercial) zoning district is compatible with the existing adjacent land uses and zoning districts.

3. **There are adequate transportation, recreation, utility, and other facilities to accommodate the uses and densities permitted by the proposed General Plan Amendment; and**

Access to the site is provided by Lone Mountain Road, a 100-foot Primary Arterial, as designated by the Master Plan of Streets and Highways. The subject property is located within an area of the City where all utilities, fire and police services are currently in place and available. Therefore, there are adequate facilities available to accommodate the uses and densities permitted by the proposed General Plan Amendment.

4. **The proposed amendment conforms to other applicable adopted plans and policies that include approved neighborhood plans.**

The proposed amendment meets the following Policies of the 2020 Master Plan:

POLICY 2.1.1: That mixed-use residential/commercial developments occur on sites currently occupied by declining commercial centers or vacant land.
POLICY 2.1.3: That urban hubs at the intersections of primary roads, containing a mix of residential, commercial and office uses, be supported.
POLICY 2.2.1: That any higher density or mixed-use development which is adjacent to lower density residential development incorporate appropriate design, transition, or buffering elements which will mitigate adverse visual, audible, aesthetic and traffic impacts.
POLICY 2.2.2: That senior citizens' and assisted living housing be encouraged to develop, both to meet the needs of the community residents who wish to age in place in their neighborhoods, and as a means of increasing residential densities in these areas.

FINDINGS (ZON-37600)

In order to approve a Rezoning application, pursuant to Title 19.18.040, the Planning Commission or City Council must affirm the following:

1. **The proposal conforms to the General Plan.**

The proposed Rezoning is in conformance with the proposed SC (Service Commercial) General Plan designation. The SC (Service Commercial) category allows for low to medium intensity retail, office, or other commercial uses that serve primarily local area patrons, and that do not include more intense general commercial characteristics. The project site proposes development that can accommodate the range of uses identified and is in compliance with the existing and proposed General Plan category.

2. **The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts.**

   The uses allowed on the subject property by the proposed C-1 (Limited Commercial) zoning district will be compatible with the surrounding R-3 (Medium Density Residential) and C-2 (General Commercial) zoned parcels. The proposed C-1 (Limited Commercial) zoning designation will provide an adequate buffer between the two adjacent zoning designations.

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

   The Rezoning will enable the development of the site as a Senior Citizen Apartment complex. The proposed C-1 (Limited Commercial) zoning district is appropriate for the subject site and the proposed SC (Service Commercial) General Plan designation.

4. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district.**

   The site is accessed by Lone Mountain Road, a 100-foot Primary Arterial, as designated by the Master Plan of Streets and Highways, which is adequate to serve the requirements of the zoning district.

FINDINGS (SUP-37601)

In order to approve a Special Use Permit application, per Title 19.18.060 the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The proposed Senior Citizen Apartments can be conducted in a manner that is harmonious and compatible with existing surrounding land uses and with future surrounding land uses. The proposed use will act as an appropriate buffer between the existing residences to the south and the properties zoned C-2 (General Commercial) to the north.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site is physically suitable for the type and intensity of land use proposed.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   Access to the site is provided by Lone Mountain Road, a 100-foot Primary Arterial, as designated by the Master Plan of Streets and Highways. The roadway is adequate in size to meet the requirements of the proposed use.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   The site will be subject to permitting, inspections and licensing by the City of Las Vegas, and will not compromise the 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 Senior Citizen Apartments use is consistent with the requirements of LVMC Title 19.04, with the exception of the requested waivers to allow apartments on the ground floor where none are permitted, a resident or guest entryway in conjunction with commercial uses, and a front elevation that does not highlight the difference in uses.

FINDINGS (SDR-37602)

In order to approve a Site Development Plan application, per Title 19.18.050 the Planning Commission and/or City Council must affirm the following:

1. **The proposed development is compatible with adjacent development and development in the area;**

   The proposed development is compatible with adjacent development and development in the area. In particular, the development will provide a buffer between the existing residences to the south and the existing commercial development to the north.

2. **The proposed development is consistent with the General Plan, this Title, the Design Standards Manual, the Landscape, Wall and Buffer Standards, and other duly-adopted city plans, policies and standards;**

The proposed development is consistent with the proposed General Plan of SC (Service Commercial) and Title 19, with the exception of the requested Exception regarding parking lot landscaping standards. The request is minor in nature and will not negatively impact the surrounding area.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   Access to the site is provided by Lone Mountain Road, a 100-foot Primary Arterial, as designated by the Master Plan of Streets and Highways. Site access and circulation will not negatively impact adjacent roadways and neighborhood traffic.

4. **Building and landscape materials are appropriate for the area and for the City;**

   The building materials are appropriate for the area and the city. Landscape materials are also appropriate with the exception of the proposed 15-gallon trees located along the south and east perimeter landscape buffers. A condition of approval has been added requiring a revised landscape plan to illustrate 24-inch box trees, as required by Title 19.12.

5. **Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;**

   The building elevations are not unsightly or obnoxious, and will be compatible with development in the area.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   The site will be subject to permitting, inspections and licensing by the City of Las Vegas, and will not compromise the health, safety, and welfare of the public.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 14

NOTICES MAILED 78 (By City Clerk)

APPROVALS 1

PROTESTS 1

GK

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **GPA-37599**, APN: 138-02-101-002

Name of Property Owner: Jimmy Lee

Name of Applicant: Ovation Development

Name of Representative: Janet Goyer

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: Jimmy Lee

Subscribed and sworn before me

This 3rd day of March, 20 10

Jennifer Mackey

Notary Public in and for said County and State

JENNIFER MACKEY
NOTARY PUBLIC
STATE OF NEVADA
CLARK COUNTY
APPT. No. 09-9537-1
MY APPT. EXPIRES MAR. 13, 2013

RECEIVED
MAR 08 2010

PLANNING & DEVELOPMENT
CITY OF LAS VEGAS
DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: General Plan Amendment for Senior Apartments

Project Address (Location) SE corner of Rainbow Blvd and Lone Mountain Road

Project Name Lone Mountain Senior Apartments **Proposed Use** Apartment Rentals

Assessor's Parcel #(s) 138-02-101-002 **Ward #** 6

General Plan: existing GC proposed SC **Zoning:** existing C-2 proposed C-1

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 1.25 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Jimmy Lee **Contact** Jimmy Lee

Address 4350 S. Arville #23 & #30 **Phone:** (702) 591-4590 **Fax:** (702) 871-9876

City Las Vegas **State** NV **Zip** 89103

E-mail Address interautopaint@yahoo.com

APPLICANT Ovation Development **Contact** Janet Goyer

Address 6021 S. Fort Apache Road, #100 **Phone:** (702) 990-2325 **Fax:** (702) 990-2391

City Las Vegas **State** NV **Zip** 89148

E-mail Address jang@ovationdev.com

REPRESENTATIVE Kaempfer Crowell Renshaw Gronauer & Fiorentino **Contact** Jennifer Lazovich

Address 8345 West Sunset Road, #250 **Phone:** (702) 792-7000 **Fax:** (702) 796-7181

City Las Vegas **State** NV **Zip** 89113

E-mail Address jlazovich@kcnvlaw.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 Jimmy Lee

Subscribed and sworn before me

This 3rd day of March, 20 10.

Jennifer Mackey

Notary Public in and for said County and State

JENNIFER MACKEY
NOTARY PUBLIC
STATE OF NEVADA
CLARK COUNTY
APPT. No. 09-9537-1
MY APPT. EXPIRES MAR. 13, 2013

FOR DEPARTMENT USE ONLY

Case #	GPA-37599
Meeting Date:	4/22/10
Total Fee:	$1550
Date Received:*	3/8/2010
Received By:	MREY

*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.

GPA-37599
04/22/10 PC
RECEIVED
MAR 08 2010
LONE MOUNTAIN SENIOR APARTMENTS
LOCATION MAP
OVATION
DEVELOPMENT CORP
GRAPHIC SCALE 24"X36"
GRAPHIC SCALE 11"X17"
VICINITY MAP
LAND USE LEGEND
MEDIUM - UP TO 25.49 DU/AC
SERVICE COMMERCIAL
GENERAL COMMERCIAL
PARK/RECREATION/OPEN SPACE
PUBLIC FACILITY
LONE MOUNTAIN ROAD
RAINBOW BLVD
APN: 139-08-101-003
ZONED: C-2
APN: 139-08-101-004
ZONED: C-2
APN: 139-08-101-002
ZONED: C-2
APN: 139-08-101-015
ZONED: C-2
APN: 139-08-112-000
ZONED: R-3
APN: 125-36-402-001
ZONED: C-2
APN: 125-36-601-002
ZONED: C-2
APN: 139-05-810-008
ZONED: C-V
APN: 139-05-810-007
ZONED: U(PR)
APN: 139-05-810-006
ZONED: R-E
CLARK COUNTY



GPA-37599, ZON-37600, SUP-37601 & SDR-37602 - APPLICANT: OVATION DEVELOPMENT - OWNER: LONE MOUNTAIN APTS I, LLC AND JIMMY LEE
SOUTHEAST CORNER OF LONE MOUNTAIN AND RAINBOW BOULEVARD

03/18/10



GPA-37599, ZON-37600, SUP-37601 & SDR-37602 - APPLICANT: OVATION DEVELOPMENT - OWNER: LONE MOUNTAIN APTS I, LLC AND JIMMY LEE
SOUTHEAST CORNER OF LONE MOUNTAIN AND RAINBOW BOULEVARD

03/18/10



GPA-37599, ZON-37600, SUP-37601 & SDR-37602 - APPLICANT: OVATION DEVELOPMENT - OWNER: LONE MOUNTAIN APTS I, LLC AND JIMMY LEE
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03/18/10



GPA-37599, ZON-37600, SUP-37601 & SDR-37602 - APPLICANT: OVATION DEVELOPMENT - OWNER: LONE MOUNTAIN APTS I, LLC AND JIMMY LEE
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03/18/10



GPA-37599, ZON-37600, SUP-37601 & SDR-37602 - APPLICANT: OVATION DEVELOPMENT - OWNER: LONE MOUNTAIN APTS I, LLC AND JIMMY LEE
SOUTHEAST CORNER OF LONE MOUNTAIN AND RAINBOW BOULEVARD

03/18/10

KAEMPFER CROWELL

KAEMPFER CROWELL RENSHAW GRONAUER & FIORENTINO

ATTORNEYS AT LAW
LAS VEGAS OFFICE

JENNIFER LAZOVICH
jlazovich@kcnvlaw.com
702.792.7050

LAS VEGAS OFFICE
8345 West Sunset Road
Suite 250
Las Vegas, NV 89113
Tel: 702.792.7000
Fax: 702.796.7181

RENO OFFICE
5585 Kietzke Lane
Reno, NV 89511
Tel: 775.852.3900
Fax: 775.852.3982

CARSON CITY OFFICE
510 W. Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.882.0257

February 23, 2010

VIA HAND DELIVERY

CITY OF LAS VEGAS
PLANNING & DEVELOPMENT
731 S. Fourth St.
Las Vegas, NV 89101

Re: Justification Letter – General Plan Amendment, Zone Change, Site Development Plan Review, Special Use Permit to Allow for Senior Housing and Waivers.

To Whom It May Concern:

Please be advised this office represents Ovation (the "Applicant"). The Applicant is seeking a site development plan review for a proposed senior housing project generally located on the southeast corner of Lone Mountain Road and Rainbow Boulevard, particularly known as APN: 138-02-101-002 & 015 (collectively the "Site"). The Site is approximately 3.0 acres. In conjunction with the site development plan review, the Applicant is seeking a general plan amendment, zone change, special use permit and waivers.

General Plan Amendment for APN: 138-02-101-002

A portion of the Site's (APN: 138-02-101-002) current general plan is General Commercial ("CG"). The Applicant is seeking to amend the general plan and reduce the intensity from GC to Service Commercial ("SC") for said portion. The Applicant is requesting this amendment in order to reduce the zoning for the Site from C-2 to C-1. In conjunction with the reduced zoning, the Applicant is proposing a senior housing project which is an appropriate use within the C-1 zoning category. Therefore, the Applicant is seeking to have the general plan amended to match the proposed zone change and proposed senior housing use. The remaining parcel, APN: 138-02-101-015, is already planned SC.

Zone Change for APN: 138-02-101-002 & 015

The Site is currently zoned C-2. The Applicant is requesting to reduce the zoning to C-1. Since the Applicant is requesting a less intense zoning district, the zone change is appropriate in the area. The intersection of Lone Mountain Road and Rainbow Boulevard is zoned C-2 and the nearby intersection of Lone Mountain Road and Rancho is zoned C-2. Additionally, south of the Site is zoned R-3, higher residential density. Therefore, a change to C-1, for parcels currently zoned C-2, is compatible to the surrounding area.

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SDR-37602
04/22/10 PC

Special Use Permit to Allow Senior Housing

The Applicant is proposing a senior housing project. Senior housing is an appropriate use within a C-1 zoned district with a use permit. There is a multi-family, R-3 development located just south of the Site. A senior housing development located near commercial uses and other multi-family uses are compatible. The Applicant is seeking a waiver from the following special use permit requirements. Since there is a shortage of senior housing in the Las Vegas Valley, these waivers are appropriate because the project will be primarily residential with no commercial uses open to the public.

- "The use shall be developed and operated only in connection with ground-level nonresidential development. In the case of a multi-floor structure, the apartments themselves must be located above the ground floor, but access ways, entryways and community rooms may be located on the ground floor."

- "The primary resident or guest entryway to the apartments must be independent of ground floor commercial uses, and must be directly accessible from and oriented to a street."

- "The overall architecture of the front elevation shall highlight the difference in uses through variations in volume and proportion, and shall be treated as a cohesive whole through finishes and colors."

Site Development Plan Review

The Applicant is proposing a 152 unit gated senior housing project. Approximately 48 units will be located on the first floor and approximately 52 units will be located on the second and third floors, respectively. The proposed development provides easy access off of Lone Mountain Road. The Applicant is proposing a dedicated right turn lane, which will also serve as a future bus stop, off of Lone Mountain Road and into the development.

The multi-family buildings will be three (3) stories and approximately 37' in height. All buildings will have elevator access to living units. The site design and architecture are consistent with the existing multi-family units to the south. Additionally, the Site will provide amenities such as a pool and spa, facilities for meetings and social gatherings, a game room, a salon, exercise room and a library/computer room. There will also be a common area kitchen available for residents' use during social events.

The Site meets all parking requirements. The Applicant is seeking an exception for parking lot landscaping. In order to meet parking requirements, the Applicant cannot provide landscape diamonds within the parking lot. The Applicant is also seeking a waiver from the Multi-Use Trail Landscaping requirement on Lone Mountain Road. Due to the bus turn out and existing Site conditions, there are areas where the Multi-Use Trail will not provide the five foot

SDR-37602
04/22/10 PC
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(5') transition strip. However, the ten foot (10') public transportation trail path and the five foot (5') private landscape strip are provided on Lone Mountain Road between Rainbow Boulevard and the entrance into the project. The Multi-Use Trail will not be provided east of the entrance because there is no area to transition back to the existing conditions.

We thank you in advance for your time and consideration of this matter. Should you have any questions or concerns, please feel free to contact me.

Sincerely,

KAEMPFER CROWELL RENSHAW
GRONAUER & FIORENTINO

Jennifer Lazovich

JJL/dmf

cc: Jan Goyer

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MAR 08 2010

SDR-37602
04/22/10 PC

KAEMPFER CROWELL

ATTORNEYS AT LAW

KAEMPFER CROWELL RENSHAW GRONAUER & FIORENTINO

LAS VEGAS OFFICE
JENNIFER LAZOVICH
jlazovich@kcnvlaw.com
702.792.7050

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Las Vegas, NV 89113
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Fax: 702.796.7181

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Fax: 775.982.0257

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510 W. Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.982.0257

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CITY CLERK

2010 MAY 11 P 2:39

May 11, 2010

VIA FACSIMILE
382-4803

Ms. Beverly K. Bridges
City Clerk
City of Las Vegas
400 E. Stewart, 1st Flr.
Las Vegas, NV 89101

Re: GPA-37599, ZON-37600, SUP-37601 & SDR-37602
Ovation Development, Lone Mountain/Rainbow
05/19/10 City Council Hearing Items

Dear Ms. Bridges:

This office represents the applicant in the above-referenced matters. We respectfully request these matters be held from the presently scheduled City Council hearing on May 19, 2010 until the City Council hearing scheduled for **July 21, 2010**.

Thank you for your consideration.

Sincerely,

KAEMPFER CROWELL RENSHAW
GRONAUER & FIORENTINO

Jennifer Lazovich

JJL/dmf

cc: Sheila Lambert

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
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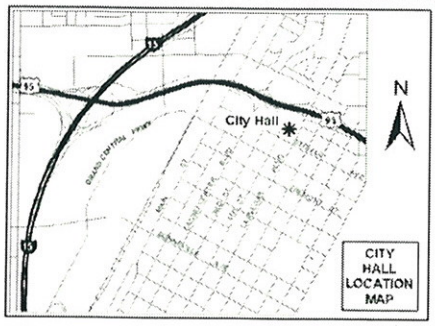
APR 09 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-37599

Planning Commission Meeting of 4/22/2010

Case: GPA-37599

12535415051
ANDERSON CHARLES W TRUST
6521 SIERRA DIABLO AVE
LAS VEGAS NV 89130-1869

APR 22 2010

Submitted after final agenda

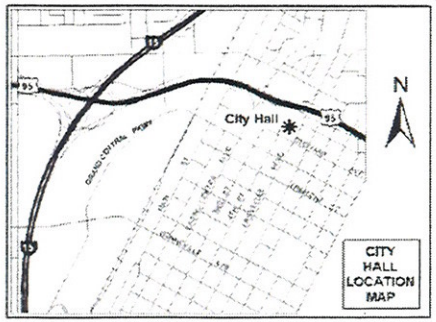
Date 4/22/10 Item 23

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279218
$ 00.41⁴
APR 09 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-37599
Planning Commission Meeting of 4/22/2010

Case: GPA-37599
13802101002
CHAU LONG BEN & Q R REV TR ETAL
7839 WINDWARD RD
LAS VEGAS NV 89147-5673

RECEIVED
APR 19 2010

Submitted after final agenda
Date 4/22PC Item 23A

City of Las Vegas Agenda Item No.: **74.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: MAY 19, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

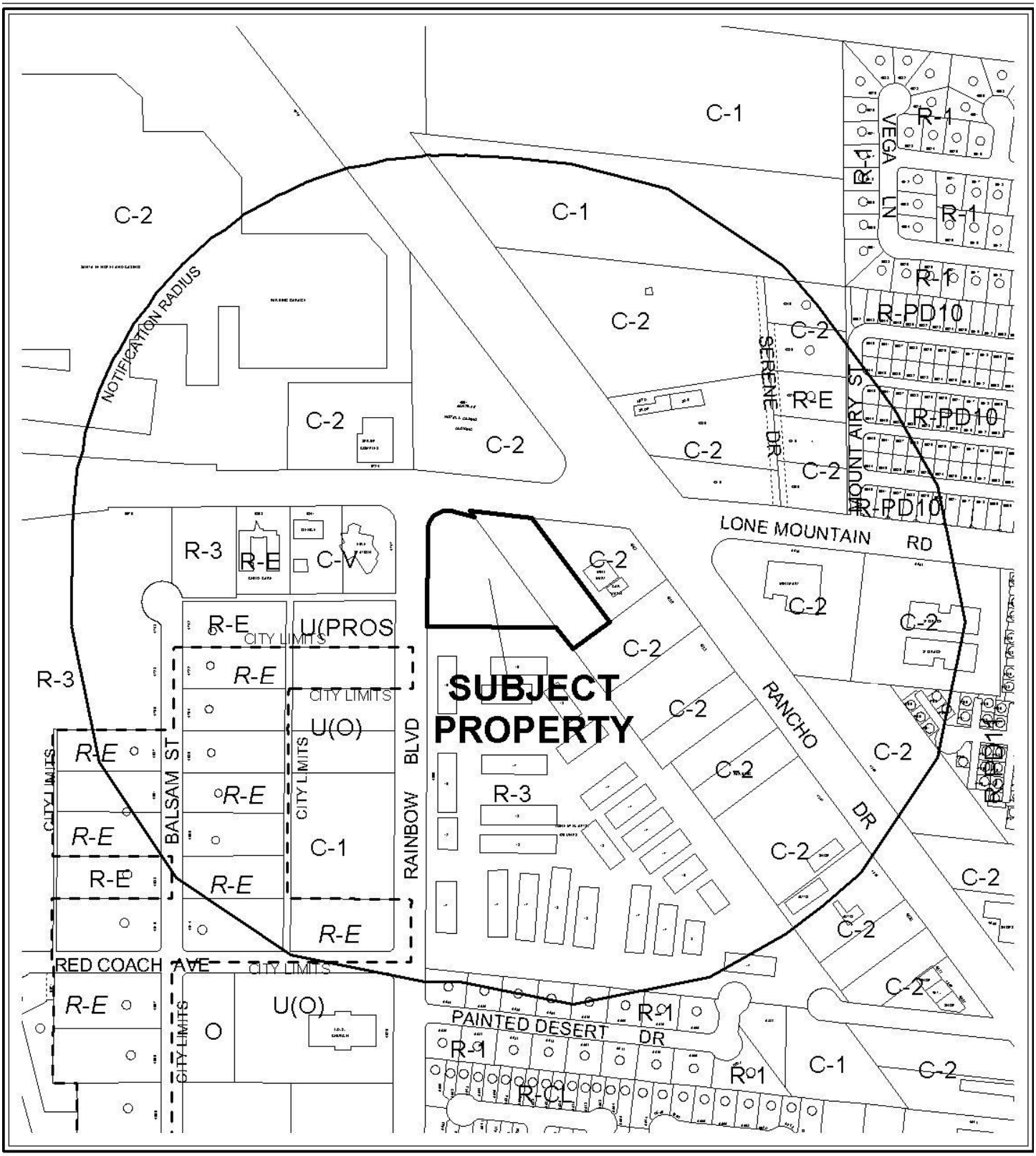
SUBJECT:
ZON-37600 - REZONING RELATED TO GPA-37599 - PUBLIC HEARING - APPLICANT: OVATION DEVELOPMENT - OWNER: LONE MOUNTAIN APTS I, LLC AND JIMMY LEE - Request for a Rezoning FROM: C-2 (GENERAL COMMERCIAL) TO: C-1 (LIMITED COMMERCIAL) on 3.02 acres at the southeast corner of Lone Mountain Road and Rainbow Boulevard (APNs 138-02-101-002 and 015), Ward 6 (Ross). The Planning Commission (5-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**1**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (5-0 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Location and Aerial Maps
3. Supporting Documentation

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.



0 300 600 Feet

CASE: **ZON-37600**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



0 300 600 Feet

CASE: **ZON-37600**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number ZON-37600 APN: 138-02-101-002

Name of Property Owner: Jimmy Lee

Name of Applicant: Ovation Development

Name of Representative: Janet Goyer

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: Jimmy Lee

Subscribed and sworn before me

This 3rd day of March, 2010

Jennifer Mackey

Notary Public in and for said County and State

JENNIFER MACKEY
NOTARY PUBLIC
STATE OF NEVADA
CLARK COUNTY
APPT. No. 09-9537-1
MY APPT. EXPIRES MAR. 13, 2013

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MAR 08 2010

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: ZON-37600 APN: 138-02-101-015

Name of Property Owner: Lone Mountain Apts I LLC

Name of Applicant: Ovation Development

Name of Representative: Janet Goyer

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: Alan L Molasky

Print Name: Alan L. Molasky

Subscribed and sworn before me

This 3rd day of March, 2010

Jennifer Mackey

Notary Public in and for said County and State

JENNIFER MACKEY
NOTARY PUBLIC
STATE OF NEVADA
CLARK COUNTY
APPT. No. 09-9537-1
MY APPT. EXPIRES MAR. 13, 2013

RECEIVED

MAR 08 2010

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Rezoning for Senior Apartments

Project Address (Location) SE corner of Rainbow Blvd and Lone Mountain Road

Project Name Lone Mountain Senior Apartments **Proposed Use** Apartment Rentals

Assessor's Parcel #(s) 138-02-101-015 **Ward #** 6

General Plan: existing SC proposed SC **Zoning:** existing C-2 proposed C-1

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 1.77 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Lone Mountain Apts I LLC **Contact** Janet Goyer

Address 6021 S. Fort Apache Road, #100 **Phone:** (702) 990-2325 **Fax:** (702) 990-2391

City Las Vegas **State** NV **Zip** 89148

E-mail Address jang@ovationdev.com

APPLICANT Ovation Development **Contact** Janet Goyer

Address 6021 S. Fort Apache Road, #100 **Phone:** (702) 990-2325 **Fax:** (702) 990-2391

City Las Vegas **State** NV **Zip** 89148

E-mail Address jang@ovationdev.com

REPRESENTATIVE Kaempfer Crowell Renshaw Gronauer & Fiorentino **Contact** Jennifer Lazovich

Address 8345 West Sunset Road, #250 **Phone:** (702) 792-7000 **Fax:** (702) 796-7181

City Las Vegas **State** NV **Zip** 89113

E-mail Address jlazovich@kcnvlaw.com

Property Owner Signature* Alan L Molasky

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Alan L. Molasky

Subscribed and sworn before me

This 2nd day of March, 20 10.

Jennifer Mackey

Notary Public in and for said County and State

JENNIFER MACKEY
NOTARY PUBLIC
STATE OF NEVADA
CLARK COUNTY
APPT. No. 09-9537-1
MY APPT. EXPIRES MAR. 13, 2013

FOR DEPARTMENT USE ONLY

Case #	ZON-37600
Meeting Date:	4/22/10
Total Fee:	$1200
Date Received:*	3/8/10
Received By:	MREG

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Rezoning for Senior Apartments

Project Address (Location) SE corner of Rainbow Blvd and Lone Mountain Road

Project Name Lone Mountain Senior Apartments **Proposed Use** Apartment Rentals

Assessor's Parcel #(s) 138-02-101-002 **Ward #** 6

General Plan: existing GC proposed SC **Zoning:** existing C-2 proposed C-1

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 1.25 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Jimmy Lee **Contact** Jimmy Lee

Address 4350 S. Arville #23 & #30 **Phone:** (702) 591-4590 **Fax:** (702) 871-9876

City Las Vegas **State** NV **Zip** 89103

E-mail Address interautopaint@yahoo.com

APPLICANT Ovation Development **Contact** Janet Goyer

Address 6021 S. Fort Apache Road, #100 **Phone:** (702) 990-2325 **Fax:** (702) 990-2391

City Las Vegas **State** NV **Zip** 89148

E-mail Address jang@ovationdev.com

REPRESENTATIVE Kaempfer Crowell Renshaw Gronauer & Fiorentino **Contact** Jennifer Lazovich

Address 8345 West Sunset Road, #250 **Phone:** (702) 792-7000 **Fax:** (702) 796-7181

City Las Vegas **State** NV **Zip** 89113

E-mail Address jlazovich@kcnvlaw.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 Jimmy Lee

Subscribed and sworn before me

This 3rd day of March, 20 10.

Jennifer Mackey

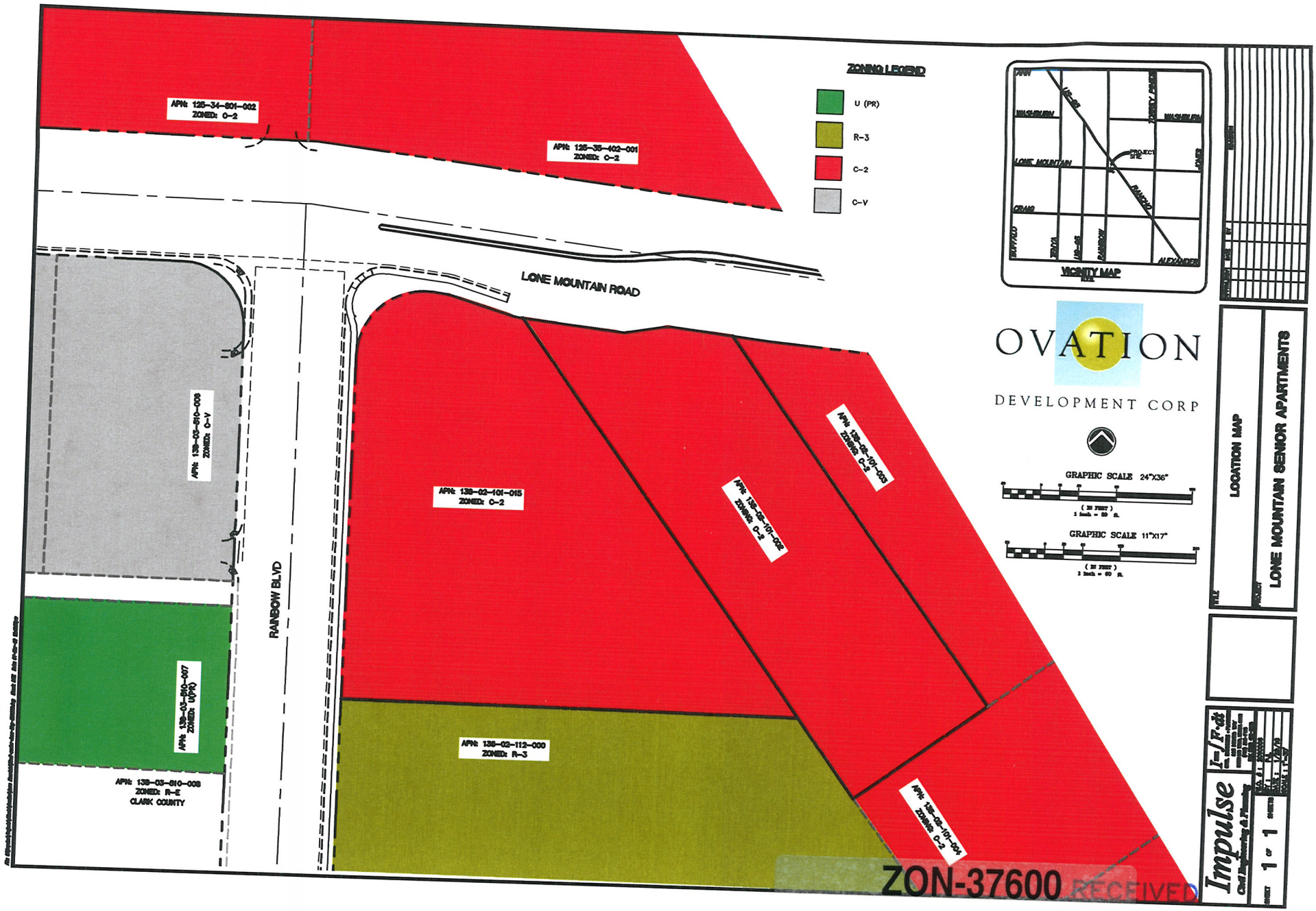
Notary Public in and for said County and State

JENNIFER MACKEY
NOTARY PUBLIC
STATE OF NEVADA
CLARK COUNTY
APPT. No. 09-9537-1
MY APPT. EXPIRES MAR. 13, 2013

FOR DEPARTMENT USE ONLY

Case #	ZON 37600
Meeting Date:	4/22/2010
Total Fee:	$4200
Date Received:*	3/8/2010
Received By:	MRayo

*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.



ZON-37600 RECEIVED

04/22/10 PC MAR 08 2010

City of Las Vegas Agenda Item No.: **75.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: MAY 19, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

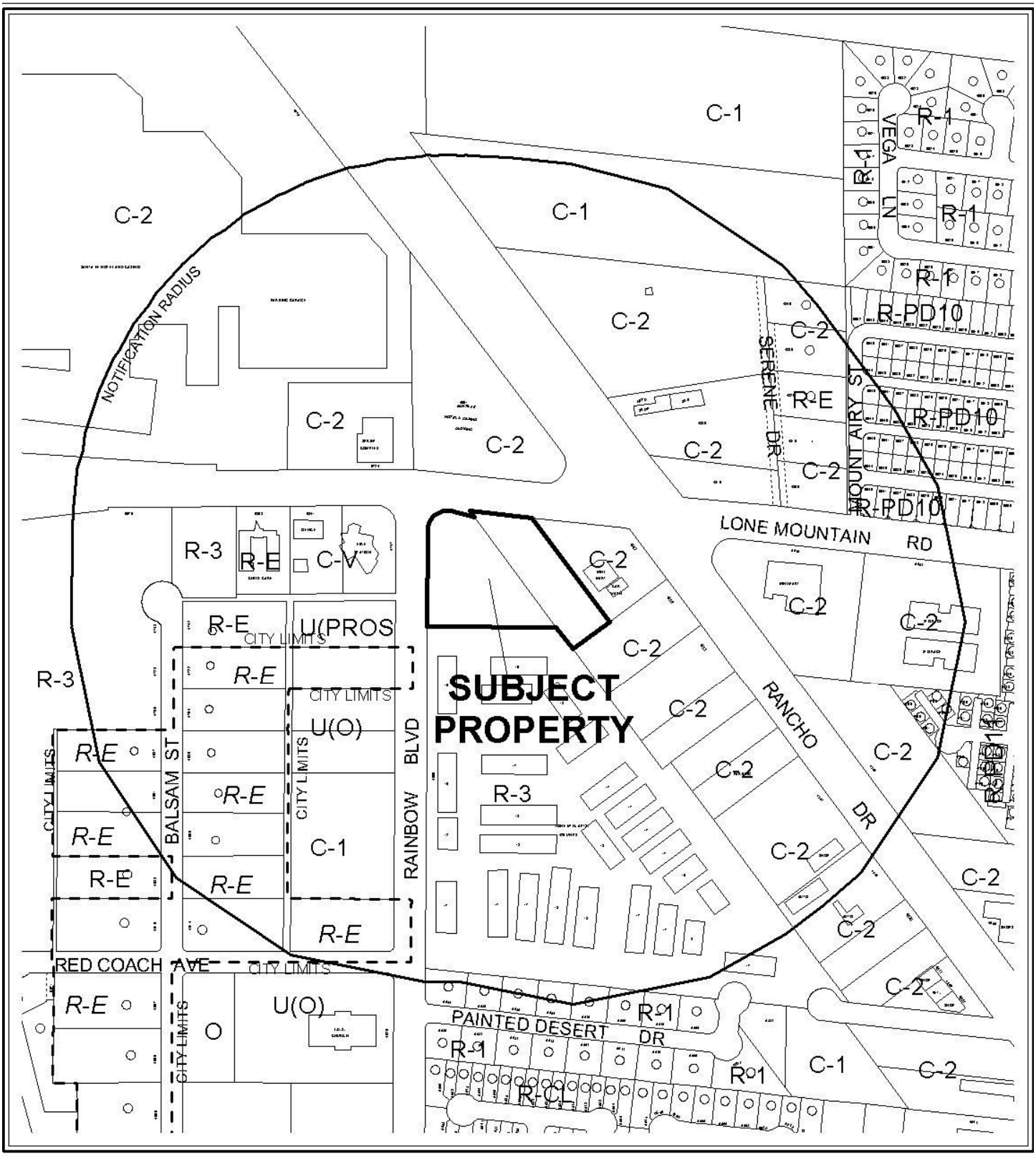
SUBJECT:
SUP-37601 - SPECIAL USE PERMIT RELATED TO GPA-37599 AND ZON-37600 - PUBLIC HEARING - APPLICANT: OVATION DEVELOPMENT - OWNER: LONE MOUNTAIN APTS I, LLC AND JIMMY LEE - Request for a Special Use Permit FOR A SENIOR CITIZEN APARTMENT USE WITH WAIVERS TO ALLOW APARTMENTS ON THE GROUND FLOOR WHERE NONE ARE PERMITTED, A PRIMARY RESIDENT OR GUEST ENTRYWAY IN CONJUNCTION WITH COMMERCIAL USES AND A FRONT ELEVATION THAT DOES NOT HIGHLIGHT THE DIFFERENCE IN USES at the southeast corner of Lone Mountain Road and Rainbow Boulevard (APNs 138-02-101-002 and 015), Ward 6 (Ross). The Planning Commission (5-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**1**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (5-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Location and Aerial Maps
3. Supporting Documentation
4. Backup referenced from the April 22, 2010 Planning Commission Meeting Item ZON-37600 and SUP-37601

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.



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CASE: **SUP-37601**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



0 300 600 Feet

CASE: **SUP-37601**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-37601** APN: 138-02-101-002

Name of Property Owner: Jimmy Lee

Name of Applicant: Ovation Development

Name of Representative: Janet Goyer

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: Jimmy Lee

Subscribed and sworn before me

This 3rd day of March, 20 10

Jennifer Mackey

Notary Public in and for said County and State

JENNIFER MACKEY
NOTARY PUBLIC
STATE OF NEVADA
CLARK COUNTY
APPT. No. 09-9537-1
MY APPT. EXPIRES MAR. 13, 2013

RECEIVED
MAR 08 2010

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: SUP-37601 APN: 138-02-101-015

Name of Property Owner: Lone Mountain Apts I LLC

Name of Applicant: Ovation Development

Name of Representative: Janet Goyer

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**

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Partner(s): _____ _____

APN: _____

Signature of Property Owner: Alan L Molasky

Print Name: Alan L. Molasky

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This 3rd day of March, 2010

Jennifer Mackey

Notary Public in and for said County and State

JENNIFER MACKEY
NOTARY PUBLIC
STATE OF NEVADA
CLARK COUNTY
APPT. No. 09-9537-1
MY APPT. EXPIRES MAR. 13, 2013

RECEIVED
MAR 08 2010

PLANNING & DEVELOPMENT
CITY OF LAS VEGAS
DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Special Use Permit for Senior Apartments

Project Address (Location) SE corner of Rainbow Blvd and Lone Mountain Road

Project Name Lone Mountain Senior Apartments **Proposed Use** Apartment Rentals

Assessor's Parcel #(s) 138-02-101-015 **Ward #** 6

General Plan: existing SC proposed SC **Zoning:** existing C-2 proposed C-1

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 1.77 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Lone Mountain Apts I LLC **Contact** Janet Goyer

Address 6021 S. Fort Apache Road, #100 **Phone:** (702) 990-2325 **Fax:** (702) 990-2391

City Las Vegas **State** NV **Zip** 89148

E-mail Address jang@ovationdev.com

APPLICANT Ovation Development **Contact** Janet Goyer

Address 6021 S. Fort Apache Road, #100 **Phone:** (702) 990-2325 **Fax:** (702) 990-2391

City Las Vegas **State** NV **Zip** 89148

E-mail Address jang@ovationdev.com

REPRESENTATIVE Kaempfer Crowell Renshaw Gronauer & Fiorentino **Contact** Jennifer Lazovich

Address 8345 West Sunset Road, #250 **Phone:** (702) 792-7000 **Fax:** (702) 796-7181

City Las Vegas **State** NV **Zip** 89113

E-mail Address jlazovich@kcnvlaw.com

Property Owner Signature* Alan L Molasky

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Alan L. Molasky

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Jennifer Mackey

Notary Public in and for said County and State

RECEIVED
MAR 08 2010

JENNIFER MACKEY
NOTARY PUBLIC
STATE OF NEVADA
CLARK COUNTY
APPT. No. 09-9537-1
MY APPT. EXPIRES MAR. 13, 2013

FOR DEPARTMENT USE ONLY

Case #	SUP-37601
Meeting Date:	4/22/2010
Total Fee:	$1030
Date Received:*	3/8/10
Received By:	MRob

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

PLANNING & DEVELOPMENT

CITY OF LAS VEGAS

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Special Use Permit for Senior Apartments

Project Address (Location) SE corner of Rainbow Blvd and Lone Mountain Road

Project Name Lone Mountain Senior Apartments **Proposed Use** Apartment Rentals

Assessor's Parcel #(s) 138-02-101-002 **Ward #** 6

General Plan: existing GC proposed SC **Zoning:** existing C-2 proposed C-1

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 1.25 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Jimmy Lee **Contact** Jimmy Lee

Address 4350 S. Arville #23 & #30 **Phone:** (702) 591-4590 **Fax:** (702) 871-9876

City Las Vegas **State** NV **Zip** 89103

E-mail Address interautopaint@yahoo.com

APPLICANT Ovation Development **Contact** Janet Goyer

Address 6021 S. Fort Apache Road, #100 **Phone:** (702) 990-2325 **Fax:** (702) 990-2391

City Las Vegas **State** NV **Zip** 89148

E-mail Address jang@ovationdev.com

REPRESENTATIVE Kaempfer Crowell Renshaw Gronauer & Fiorentino **Contact** Jennifer Lazovich

Address 8345 West Sunset Road, #250 **Phone:** (702) 792-7000 **Fax:** (702) 796-7181

City Las Vegas **State** NV **Zip** 89113

E-mail Address jlazovich@kcnvlaw.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 Jimmy Lee

Subscribed and sworn before me

This 3rd day of March, 20 10.

Jennifer Mackey

Notary Public in and for said County and State

RECEIVED

MAR 08 2010

JENNIFER MACKEY
NOTARY PUBLIC
STATE OF NEVADA
CLARK COUNTY
APPT. No. 09-9537-1
MY APPT. EXPIRES MAR. 13, 2013

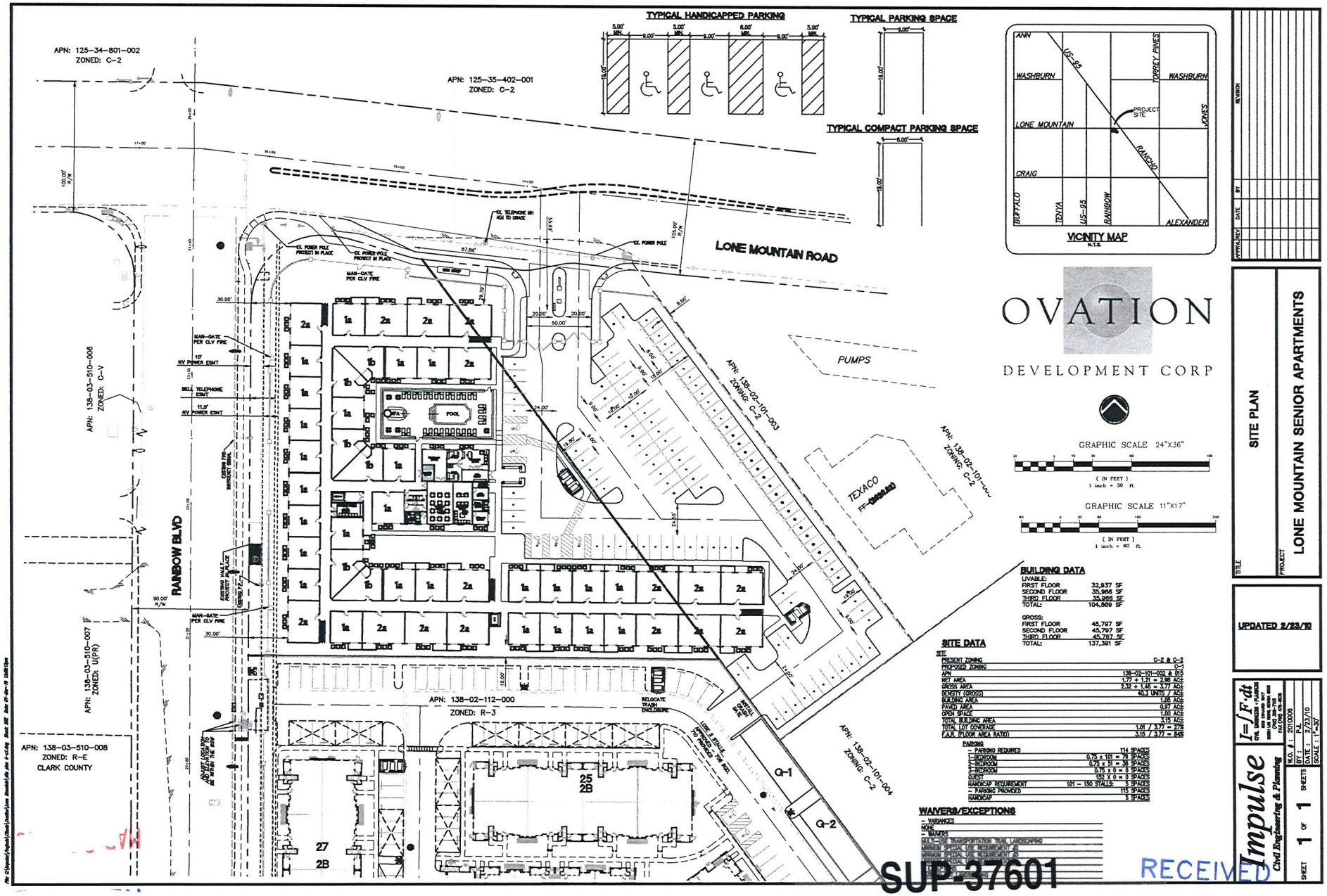
FOR DEPARTMENT USE ONLY

Case #	SUP-37601
Meeting Date:	4/22/2010
Total Fee:	$1030
Date Received:*	4/22/2010
Received By:	MREb

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf



BUILDING DATA

LIVABLE:	
FIRST FLOOR	32,937 SF
SECOND FLOOR	35,966 SF
THIRD FLOOR	35,966 SF
TOTAL:	104,869 SF
GROSS:	
FIRST FLOOR	45,797 SF
SECOND FLOOR	45,797 SF
THIRD FLOOR	45,797 SF
TOTAL:	137,391 SF

SITE DATA

SITE	
PRESENT ZONING	C-2 & C-2
PROPOSED ZONING	C-1
APN	138-02-101-002 & 015
NET AREA	1.77 + 1.21 = 2.98 ACS
GROSS AREA	2.32 + 1.45 = 3.77 ACS
DENSITY (GROSS)	40.3 UNITS / ACS
BUILDING AREA	1.05 ACS
PAVED AREA	0.97 ACS
OPEN SPACE	1.00 ACS
TOTAL BUILDING AREA	3.15 ACS
TOTAL LOT COVERAGE	1.01 / 3.77 = 27%
F.A.R. (FLOOR AREA RATIO)	3.15 / 3.77 = 84%
PARKING	
– PARKING REQUIRED	114 SPACES
1-BEDROOM	0.75 x 101 = 76 SPACES
2-BEDROOM	0.75 x 51 = 38 SPACES
3-BEDROOM	0.75 x 0 = 0 SPACES
GUEST	152 X 0 = 0 SPACES
HANDICAP REQUIREMENT	101 – 150 STALLS: 5 SPACES
– PARKING PROVIDED	115 SPACES
HANDICAP	5 SPACES

WAIVERS/EXCEPTIONS

– VARIANCES
NONE
– WAIVERS
MULTI-USE TRANSPORTATION TRAIL LANDSCAPING
MINIMUM SPECIAL USE REQUIREMENT #2
MINIMUM SPECIAL USE REQUIREMENT #3
MINIMUM SPECIAL USE REQUIREMENT #4

APPRVL	REV	DATE	BY	REVISION

TITLE: SITE PLAN

PROJECT: LONE MOUNTAIN SENIOR APARTMENTS

UPDATED 2/23/10

Impulse
Civil Engineering & Planning

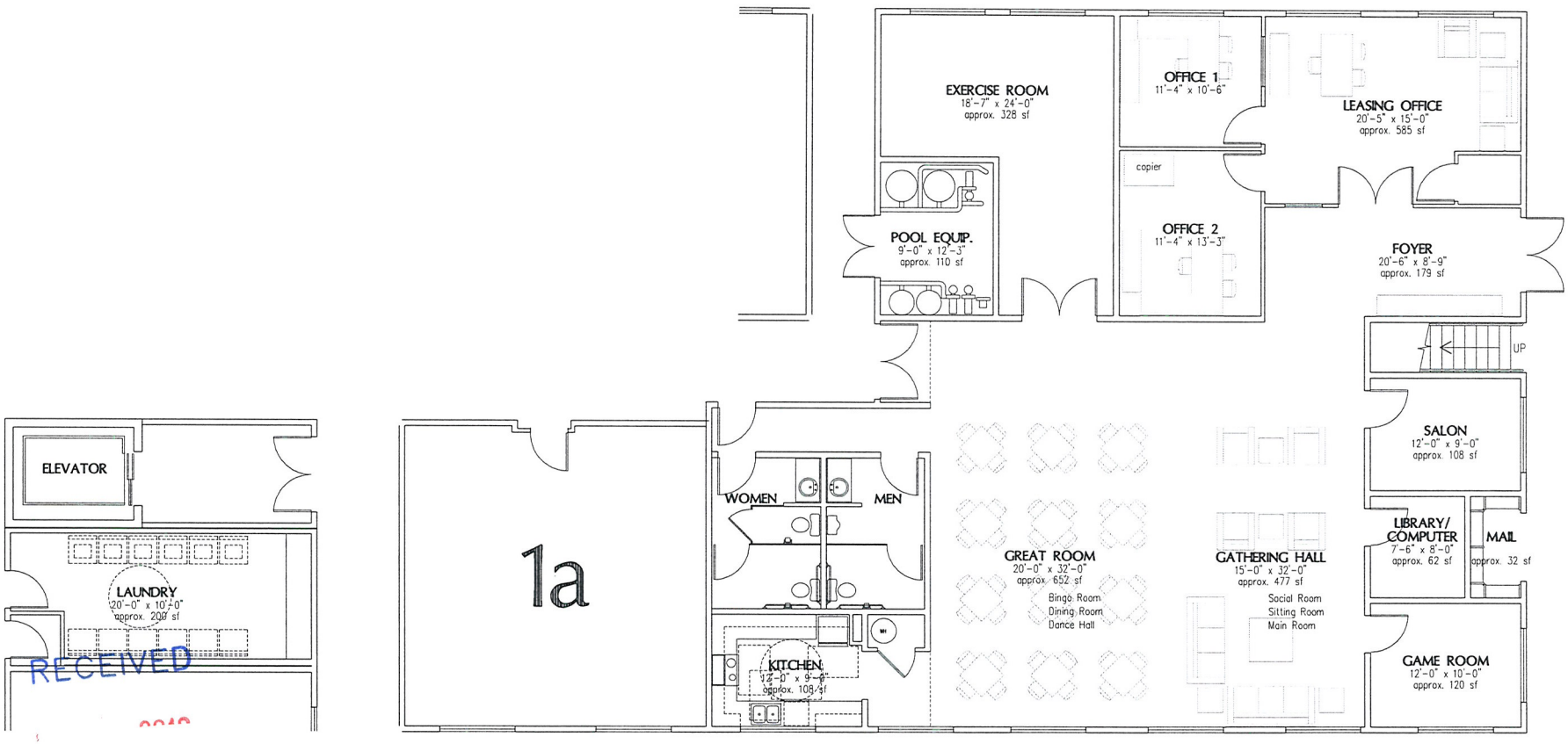
I=/F·dt
CIVIL ENGINEERS • PLANNERS
8555 CHAMBERLAIN WAY
SUITE 100, NORTH BEACH, NEVADA 89085
(702) 380-7118
FAX (702) 479-8525

W.O. # : 2010006
BY : P.L.
DATE : 2/23/10
SCALE : 1"=30'

SHEET 1 OF 1 SHEETS

SUP-37601
04/22/10 PC

RECEIVED
MAR 08 2010



RECEIVED

MAR 08 2010

Sheet: A1.3 Date: February 10, 2010 Project: Lone Mountain Senior Apartments

Sheet Description:

Lone Mountain Senior Apartments

Common Areas

Date: February 10, 2010

Scale: 1/4" = 1'-0"

Sheet Number

A1.3

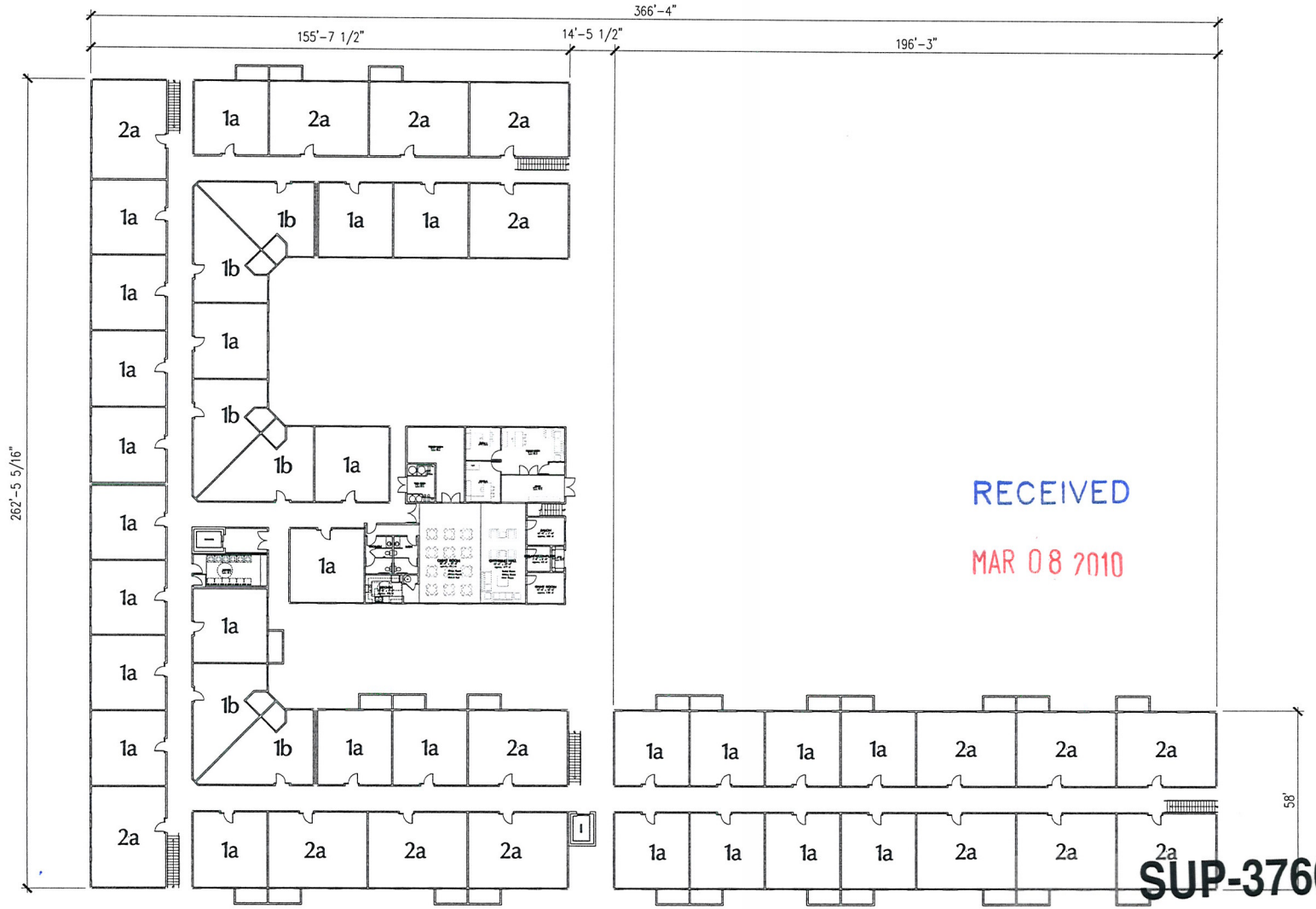
OVATION

Lone Mountain Senior Apartments
Rainbow Boulevard and Lone Mountain Road
City of Las Vegas, Nevada

PRELIMINARY
NOT FOR CONSTRUCTION

SUP-37601

04/22/10 PC



RECEIVED

MAR 08 2010

SUP-37601

04/22/10 PC

Sheet: A1.1 Date: February 10, 2010 Project: Lone Mountain Senior Apartments

Sheet Description:

Lone Mountain Senior Apartments

Building Plan - First Floor

Date: February 10, 2010

Scale: 1/16" = 1'-0"

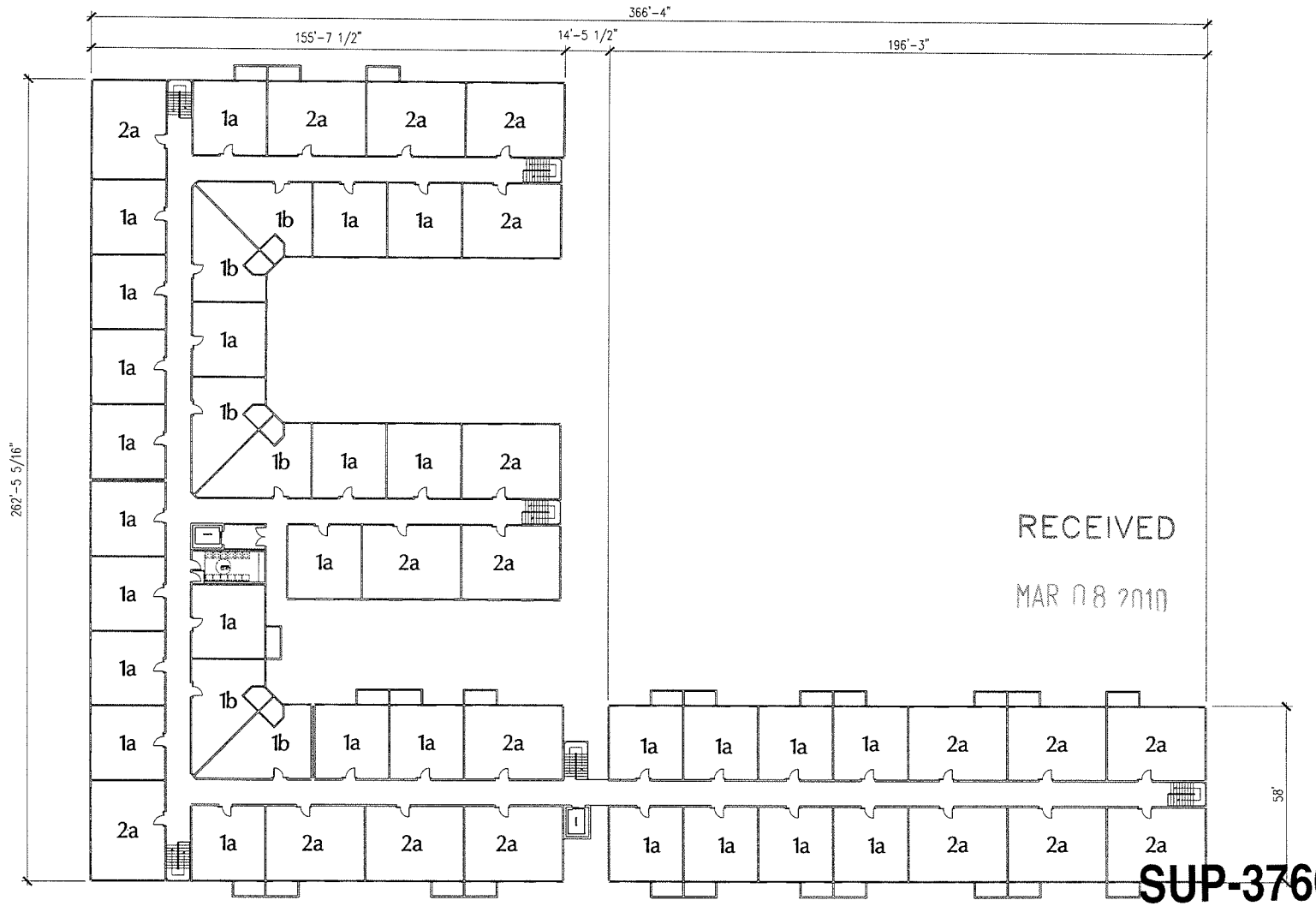
Sheet Number

A1.1

OVATION

Lone Mountain Senior Apartments
Rainbow Boulevard and Lone Mountain Road
City of Las Vegas, Nevada

PRELIMINARY
NOT FOR CONSTRUCTION



RECEIVED

MAR 08 2010

SUP-37601

04/22/10 PC

Sheet: A1.2 Date: February 10, 2010 Project: Lone Mountain Senior Apartments

Sheet Description:

Lone Mountain Senior Apartments

Building Plan - Second & Third Floor

Date: February 10, 2010

Scale: 1/16" = 1'-0"

Sheet Number

A1.2

OVATION

Lone Mountain Senior Apartments
Rainbow Boulevard and Lone Mountain Road
City of Las Vegas, Nevada

PRELIMINARY
NOT FOR CONSTRUCTION

Lone Mountain Seniors Apartments

By
Ovation Development Corp.

Roof Tile Color



"Cliffside"

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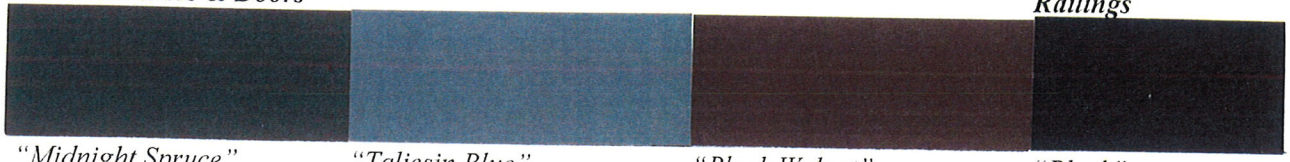
MAR 08 2010

Fascia & Trim Color

"Stucco Tan"

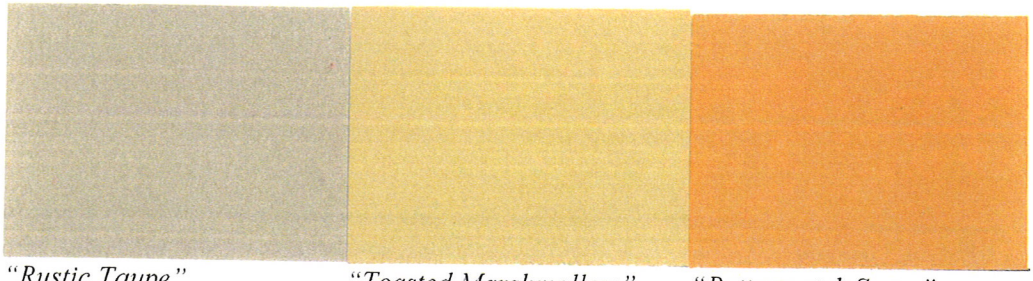
Accent Shutters & Doors

Railings



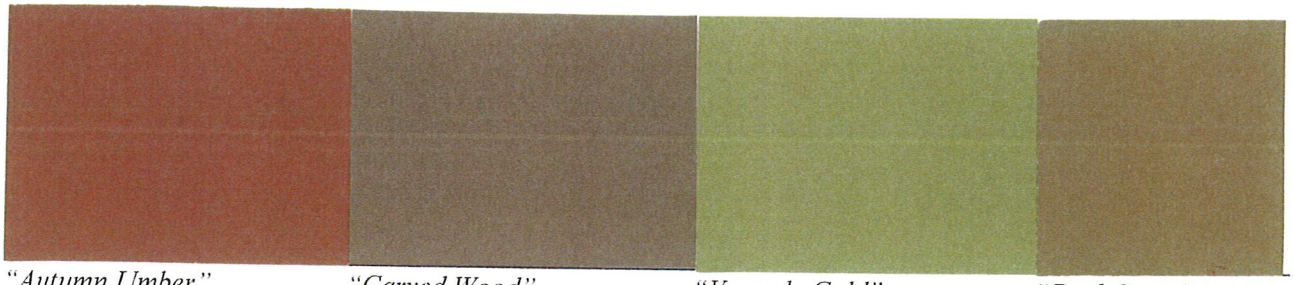
"Midnight Spruce" *"Taliesin Blue"* *"Black Walnut"* *"Black"*

Lighter Field Colors for Upper Areas



"Rustic Taupe" *"Toasted Marshmallow"* *"Butterscotch Syrup"*

Darker Field Colors for Lower Areas



"Autumn Umber" *"Carved Wood"* *"Veranda Gold"* *"Dark Sepia"*

RECEIVED
MAR 08 2010

SUP-37601
04/22/10 PC

Colors By
Teilmann Design

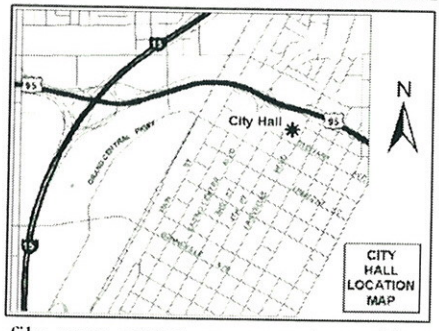
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 APR 09 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-37600 & SUP-37601

Planning Commission Meeting of 4/22/2010

Case: ZON-37600

12535415051
ANDERSON CHARLES W TRUST
6521 SIERRA DIABLO AVE
LAS VEGAS NV 89130-1869

RECEIVED
APR 22 2010

Submitted after final agenda

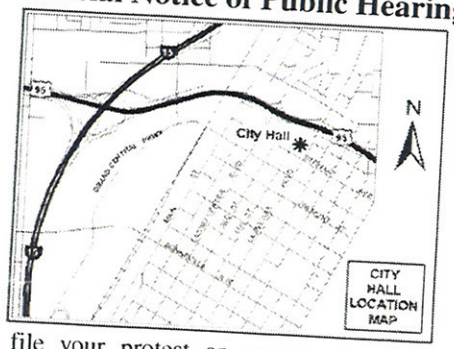
Date 4/22/10 Item 24+25

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279218
$ 00.41⁴
APR 09 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-37600 & SUP-37601
Planning Commission Meeting of 4/22/2010

13802101002 Case: ZON-37600
CHAU LONG BEN & Q R REV TR ETAL
7839 WINDWARD RD
LAS VEGAS NV 89147-5673

APR 19 2010

Submitted after final agenda
Date 4/22PC Item 24-25 A

City of Las Vegas Agenda Item No.: **76.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: MAY 19, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

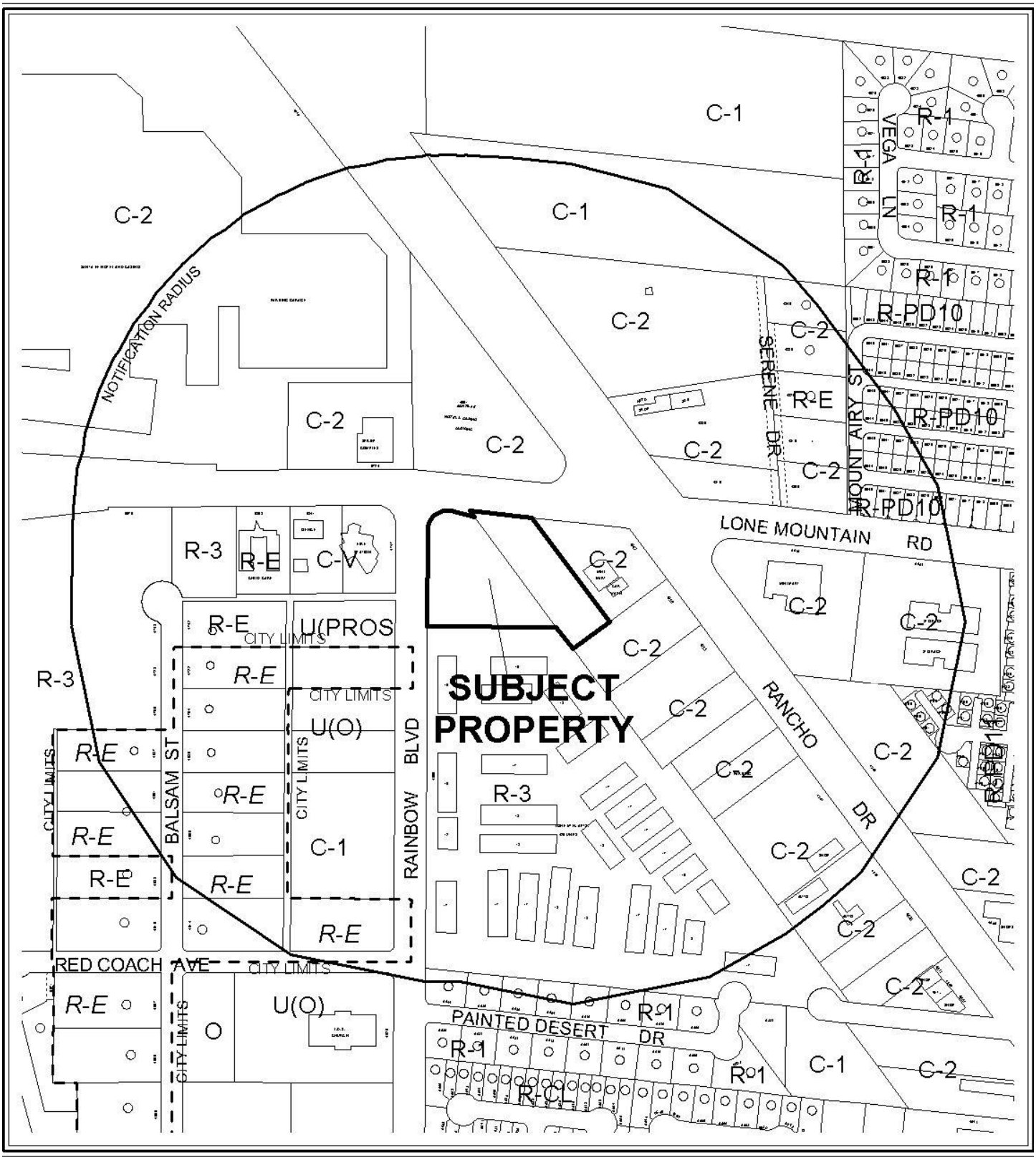
SUBJECT:
SDR-37602 - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-37599, ZON-37600 AND SUP-37601 - PUBLIC HEARING - APPLICANT: OVATION DEVELOPMENT - OWNER: LONE MOUNTAIN APTS I, LLC AND JIMMY LEE - Request for a Site Development Plan Review FOR A THREE-STORY, 37-FOOT, 152-UNIT SENIOR CITIZEN APARTMENT COMPLEX on 3.02 acres at the southeast corner of Lone Mountain Road and Rainbow Boulevard, (APNs 138-02-101-002 and 015), Ward 6 (Ross). The Planning Commission (5-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**1**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (5-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Location and Aerial Maps
3. Supporting Documentation
4. Backup referenced from the April 22, 2010 Planning Commission Meeting Item SDR-37602

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.



0 300 600 Feet

CASE: **SDR-37602**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



0 300 600 Feet

CASE: **SDR-37602**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: SDR-37602 APN: 138-02-101-015

Name of Property Owner: Lone Mountain Apts I LLC

Name of Applicant: Ovation Development

Name of Representative: Janet Goyer

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: Alan L Molasky

Print Name: Alan L. Molasky

Subscribed and sworn before me

This 3rd day of March, 2010

Jennifer Mackey

Notary Public in and for said County and State

JENNIFER MACKEY
NOTARY PUBLIC
STATE OF NEVADA
CLARK COUNTY
APPT. No. 09-9537-1
MY APPT. EXPIRES MAR. 13, 2013

RECEIVED
MAR 08 2010

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: SDR-37602 APN: 138-02-101-002

Name of Property Owner: Jimmy Lee

Name of Applicant: Ovation Development

Name of Representative: Janet Goyer

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: Jimmy Lee

Subscribed and sworn before me

This 3rd day of March, 2016

Jennifer Mackey

Notary Public in and for said County and State

JENNIFER MACKEY
NOTARY PUBLIC
STATE OF NEVADA
CLARK COUNTY
APPT. No. 09-9537-1
MY APPT. EXPIRES MAR. 13, 2013

RECEIVED
MAR 08 2010

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Site Development Plan Review for Senior Apartments

Project Address (Location) SE corner of Rainbow Blvd and Lone Mountain Road

Project Name Lone Mountain Senior Apartments **Proposed Use** Apartment Rentals

Assessor's Parcel #(s) 138-02-101-015 **Ward #** 6

General Plan: existing SC proposed SC **Zoning:** existing C-2 proposed C-1

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 1.77 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Lone Mountain Apts I LLC **Contact** Janet Goyer

Address 6021 S. Fort Apache Road, #100 **Phone:** (702) 990-2325 **Fax:** (702) 990-2391

City Las Vegas **State** NV **Zip** 89148

E-mail Address jang@ovationdev.com

APPLICANT Ovation Development **Contact** Janet Goyer

Address 6021 S. Fort Apache Road, #100 **Phone:** (702) 990-2325 **Fax:** (702) 990-2391

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E-mail Address jang@ovationdev.com

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Address 8345 West Sunset Road, #250 **Phone:** (702) 792-7000 **Fax:** (702) 796-7181

City Las Vegas **State** NV **Zip** 89113

E-mail Address jlazovich@kcnvlaw.com

Property Owner Signature* Alan L Molasky

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Alan L. Molasky

Subscribed and sworn before me

This 2nd day of March, 20 10.

Jennifer Mackey

Notary Public in and for said County and State

JENNIFER MACKEY
NOTARY PUBLIC
STATE OF NEVADA
CLARK COUNTY
APPT. No. 09-9537-1
MY APPT. EXPIRES MAR. 13, 2013

FOR DEPARTMENT USE ONLY

Case #	SDR-37602
Meeting Date:	4/22/10
Total Fee:	$1038.00
Date Received:*	3/8/10
Received By:	M Rey

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

PLANNING & DEVELOPMENT
CITY OF LAS VEGAS
DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Site Development Plan Review for Senior Apartments

Project Address (Location) SE corner of Rainbow Blvd and Lone Mountain Road

Project Name Lone Mountain Senior Apartments **Proposed Use** Apartment Rentals

Assessor's Parcel #(s) 138-02-101-002 **Ward #** 6

General Plan: existing GC proposed SC **Zoning:** existing C-2 proposed C-1

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 1.25 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Jimmy Lee **Contact** Jimmy Lee

Address 4350 S. Arville #23 & #30 **Phone:** (702) 591-4590 **Fax:** (702) 871-9876

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E-mail Address interautopaint@yahoo.com

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E-mail Address jlazovich@kcnvlaw.com

Property Owner Signature* _____

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Print Name Jimmy Lee

Subscribed and sworn before me

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Jennifer Mackey

Notary Public in and for said County and State

JENNIFER MACKEY
NOTARY PUBLIC
STATE OF NEVADA
CLARK COUNTY
APPT. No. 09-9537-1
MY APPT. EXPIRES MAR. 13, 2013

FOR DEPARTMENT USE ONLY

Case #	SDR-37602
Meeting Date:	4/21/10
Total Fee:	$1030.00
Date Received:*	3/8/10
Received By:	MREX

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

SITE DATA

SITE

PRESENT ZONING	C-2 & C-2
PROPOSED ZONING	C-1
APN	138-02-101-002 & 015
NET AREA	1.77 + 1.21 = 2.98 AC±
GROSS AREA	2.32 + 1.45 = 3.77 AC±
DENSITY (GROSS)	40.3 UNITS / AC±
BUILDING AREA	1.05 AC±
PAVED AREA	0.97 AC±
OPEN SPACE	1.00 AC±
TOTAL BUILDING AREA	3.15 AC±
TOTAL LOT COVERAGE	1.01 / 3.77 = 27%
F.A.R. (FLOOR AREA RATIO)	3.15 / 3.77 = 84%

PARKING	
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2-BEDROOM	0.75 x 54 = 40.5 SPACES
3-BEDROOM	0.75 x 0 = 0 SPACES
GUEST	152 X 0 = 0 SPACES
HANDICAP REQUIREMENT	101 – 150 STALLS: 5 SPACES
– PARKING PROVIDED	115 SPACES
HANDICAP	5 SPACES

WAIVERS/EXCEPTIONS

– VARIANCES
NONE
– WAIVERS
MULTI-USE TRANSPORTATION TRAIL LANDSCAPING
MINIMUM SPECIAL USE REQUIREMENT #2
MINIMUM SPECIAL USE REQUIREMENT #3
MINIMUM SPECIAL USE REQUIREMENT #4
– EXCEPTIONS
PARKING LOT LANDSCAPING

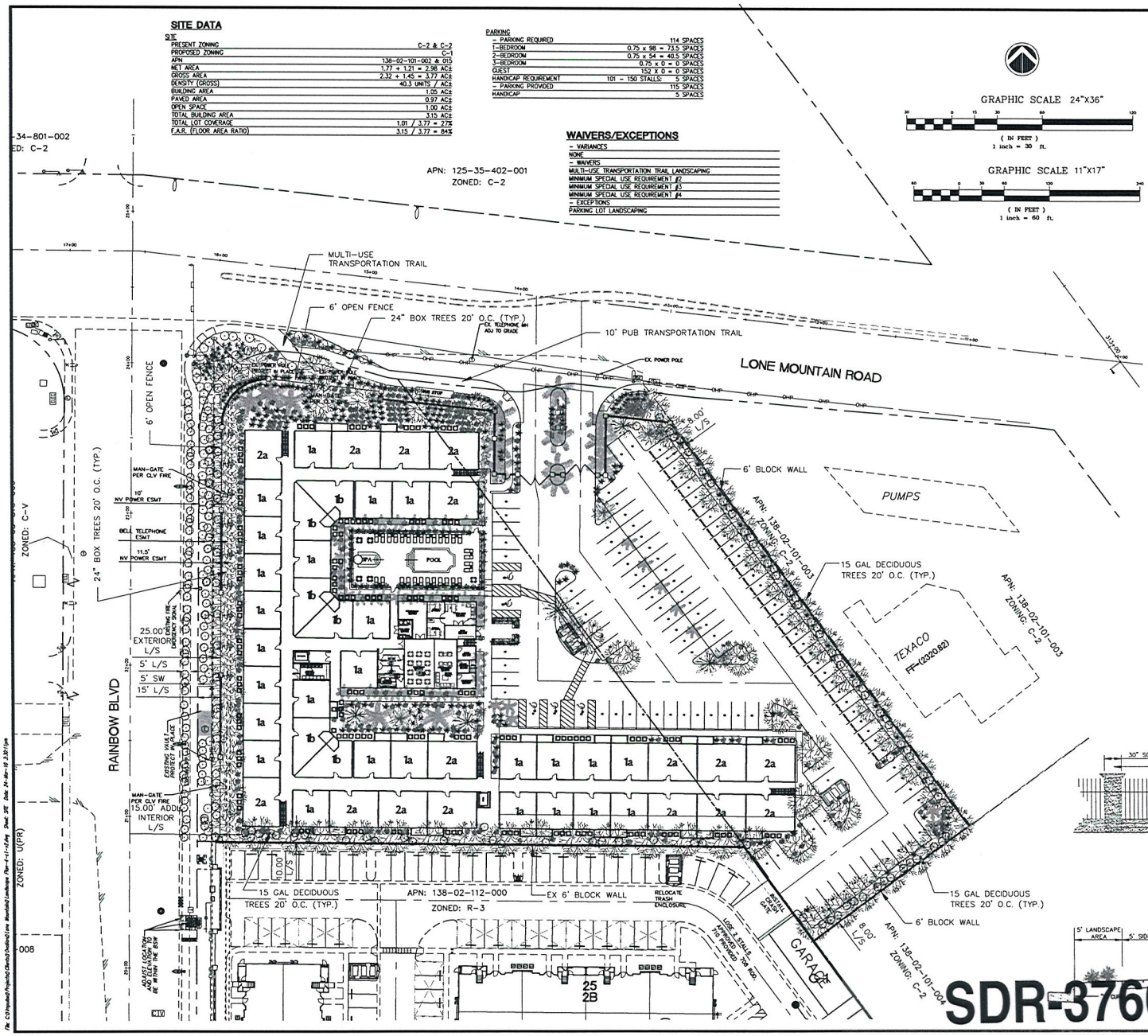
GRAPHIC SCALE 24"X36"
(IN FEET)
1 inch = 30 ft.

GRAPHIC SCALE 11"X17"
(IN FEET)
1 inch = 60 ft.



VICINITY MAP
N.T.S.

OVATION
DEVELOPMENT CORP



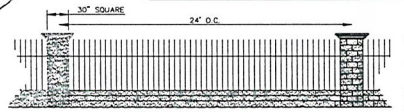

LANDSCAPE MATERIAL

TREES

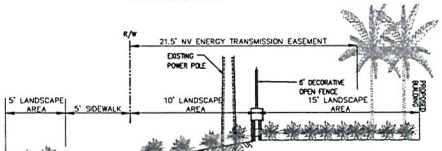
A. CHILEAN THORNLESS MESQUITE – PROSOPIS CHILENIS
B. DESERT WILLOW – CHILOPSIS LINEARIS
C. BLUE PALO VERDE – CERCIDIUM FLORIDUM
D. MODESTO ASH – FRAXINUS VELUTINA
E. DATE PALM – PHOENIX PALMAE OR EQUAL
F. MONDELL PINE – PINUS ELDARICA
G. MEXICAN FAN PALM – WASHINGTONIA ROBUSTA
H. TEXAS MOUNTAIN LAUREL – SOPHORA SECUNDIFLORA
I. SWEET ACACIA – ACACIA FARNESIANA
J. RIO GRANDE ASH – FRAXINUS VELUTINA
K. IMPERIAL HONEYLOCUST – GLEDITSIA TRIANCANTHOS
L. VESUVIUS PLUM – PRUNUS KRAUTER VESUVIUS
M. LIVE OAK – QUERCUS VIRGINIA

SHRUBS

N. COTONEASTER – COTONEASTER SPP
O. TEXAS RANGER – LEUCOPHYLLUM FRUTESCENS
P. COMPACT TEXAS RANGER – LEUCOPHYLLUM FRUTESCENS 'COMPACTA'
Q. RED FOUNTAIN GRASS – PENNISETUM SETACEUM 'CUPREUM'
R. CHIHUAHUAN SAGE – LEUCOPHYLLUM LAEVIGATUM
S. PHOTINIA FRAZERI
T. VERBENA – VERBENA RIGIDA
U. ACACIA REDOLENS
V. DESERT DAISY – BAHIA ABSINTHIFOLIA
W. DESERT BROOM – BACCHARIS SARATHROIDES
X. VARIGATED PITTOSPORUM – PITTOSPORUM TOBIRA VEREGATA
Y. INDIA HAWTHORN – RAPHIOLEPIS INDICA
Z. GREEN PITTOSPORUM – PITTOSPORUM TOBIRA



OPEN FENCE DETAIL
RAINBOW & LONE MOUNTAIN



PERIMETER SECTION

SDR-37602
REVISED

RECEIVED
MAR 26 2010

REVISION	DATE	BY

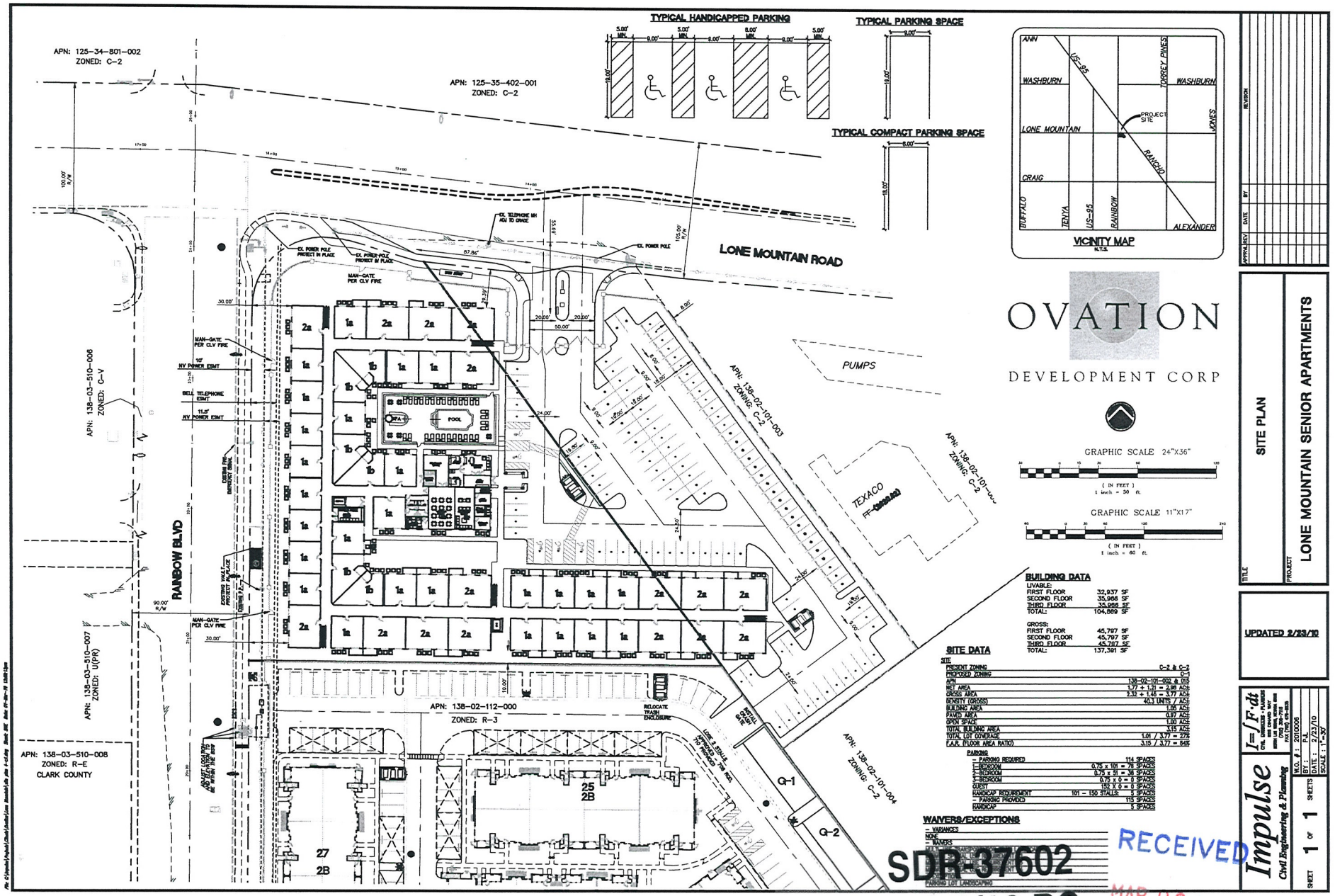
TITLE: CONCEPTUAL LANDSCAPE PLAN

PROJECT: LONE MOUNTAIN SENIOR APARTMENTS

UPDATED 2/23/10

Impulse
Civil Engineering & Planning
CIVIL ENGINEERS • PLANNERS
835 DAMAS WAY
NORTH LAS VEGAS, NEVADA 89030
PHONE (702) 476-8535
FAX (702) 476-8536

W.O. # : 2010006
BY : P.K.
DATE : 2/10/2010
SCALE : 1"=20'
SHEETS
SHEET 1 OF 1



BUILDING DATA

LIVABLE:	
FIRST FLOOR	32,937 SF
SECOND FLOOR	35,966 SF
THIRD FLOOR	35,966 SF
TOTAL:	104,869 SF
GROSS:	
FIRST FLOOR	45,797 SF
SECOND FLOOR	45,797 SF
THIRD FLOOR	45,797 SF
TOTAL:	137,391 SF

SITE DATA

SITE	
PRESENT ZONING	C-2 & C-2
PROPOSED ZONING	C-1
APN	138-02-101-002 & 015
NET AREA	1.77 + 1.21 = 2.98 AC±
GROSS AREA	2.32 + 1.45 = 3.77 AC±
DENSITY (GROSS)	40.3 UNITS / AC±
BUILDING AREA	1.05 AC±
PAVED AREA	0.97 AC±
OPEN SPACE	1.00 AC±
TOTAL BUILDING AREA	3.15 AC±
TOTAL LOT COVERAGE	1.01 / 3.77 = 27%
F.A.R. (FLOOR AREA RATIO)	3.15 / 3.77 = 84%
PARKING	
– PARKING REQUIRED	114 SPACES
1-BEDROOM	0.75 x 101 = 78 SPACES
2-BEDROOM	0.75 x 51 = 38 SPACES
3-BEDROOM	0.75 x 0 = 0 SPACES
GUEST	152 X 0 = 0 SPACES
HANDICAP REQUIREMENT	101 – 150 STALLS: 5 SPACES
– PARKING PROVIDED	115 SPACES
HANDICAP	5 SPACES

WAIVERS/EXCEPTIONS

– VARIANCES
NONE
– WAIVERS
PARKING LOT LANDSCAPING

SDR-37602

04/22/10 PC

RECEIVED
MAR 08 2010

APPRVL	REV	DATE	BY	REVISION

TITLE: SITE PLAN

PROJECT: LONE MOUNTAIN SENIOR APARTMENTS

UPDATED 2/23/10

Impulse
Civil Engineering & Planning

I=∫F·dt
CIVIL ENGINEERS - PLANNERS
SUITE 200 GRAND WAY
LAS VEGAS, NEVADA 89118
(702) 320-7115
FAX (702) 419-8535

W.O. # : 2010006
BY : P.L.
DATE : 2/23/10
SCALE : 1"=30'

SHEET 1 OF 1 SHEETS



SOUTH ELEVATION – CONTINUED

SCALE: 3/32" = 1'-0"



NORTH ELEVATION – CONTINUED

SCALE: 3/32" = 1'-0"



EAST ELEVATION – CONTINUED

SCALE: 3/32" = 1'-0"

SDR-37602

04/22/10 PC

RECEIVED

MAR 08 2010

Sheet: A2.2 Date: February 10, 2010 Project: Lone Mountain Senior Apartments

Sheet Description:

Lone Mountain Senior Apartments

Exterior Elevations

Date: February 10, 2010

Scale: 3/32" = 1'-0"

Sheet Number

A2.2

OVATION

Lone Mountain Senior Apartments
Rainbow Boulevard and Lone Mountain Road
City of Las Vegas, Nevada

PRELIMINARY
NOT FOR CONSTRUCTION



WEST ELEVATION

SCALE: 3/32" = 1'-0"



NORTH ELEVATION

SCALE: 3/32" = 1'-0"



SOUTH ELEVATION

SCALE: 3/32" = 1'-0"



EAST ELEVATION

SCALE: 3/32" = 1'-0"

SDR-37602

04/22/10 PC

RECEIVED

MAR 08 2010

Sheet: A2.1

Date: February 10, 2010

Project: Lone Mountain Senior Apartments

Sheet Description:

Lone Mountain Senior Apartments

Exterior Elevations

Date: February 10, 2010

Scale: 3/32" = 1'-0"

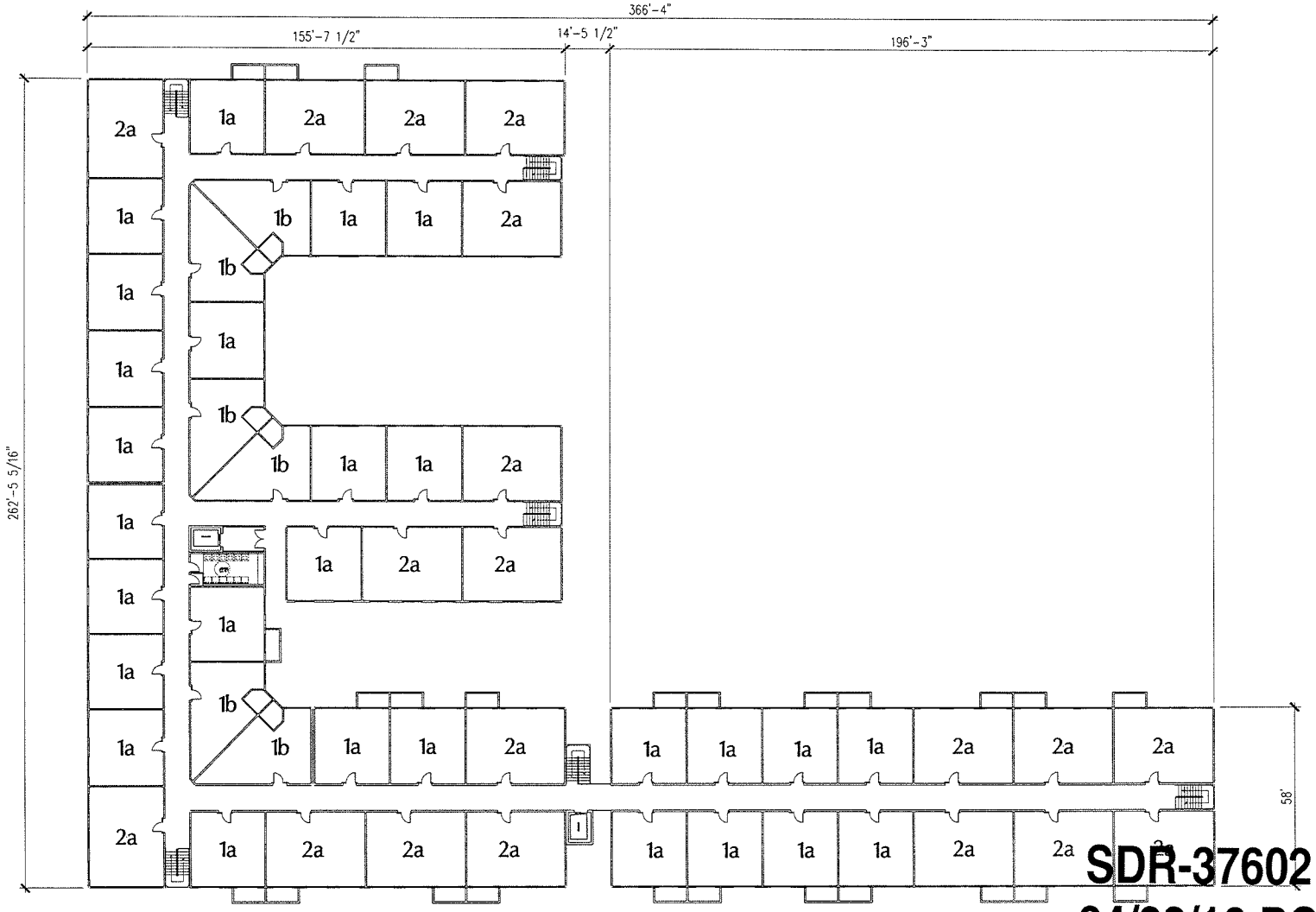
Sheet Number

A2.1

OVATION

Lone Mountain Senior Apartments
Rainbow Boulevard and Lone Mountain Road
City of Las Vegas, Nevada

PRELIMINARY
NOT FOR CONSTRUCTION



SDR-37602
04/22/10 PC

Project: Lone Mountain Senior Apartments
Date: February 10, 2010
Sheet: A1.2

Sheet Description:

Lone Mountain Senior Apartments

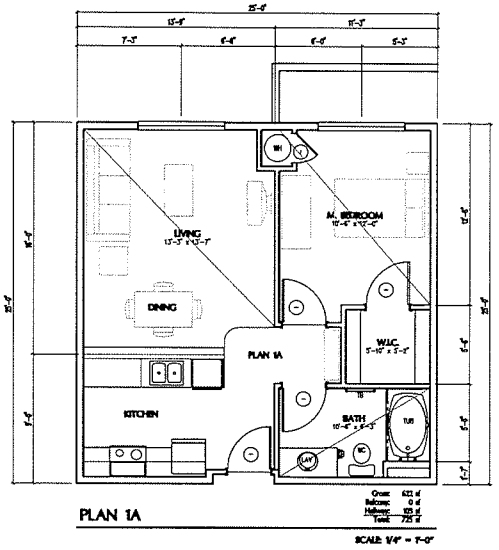
Building Plan - Second & Third Floor

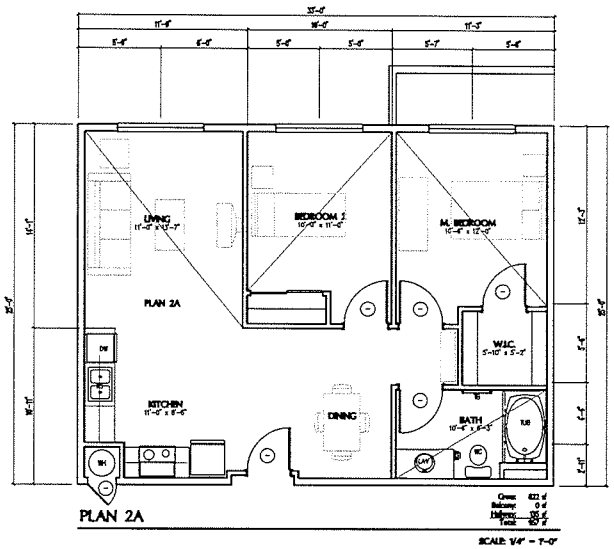
Date: February 10, 2010
Scale: 1/16" = 1'-0"
Sheet Number
A1.2

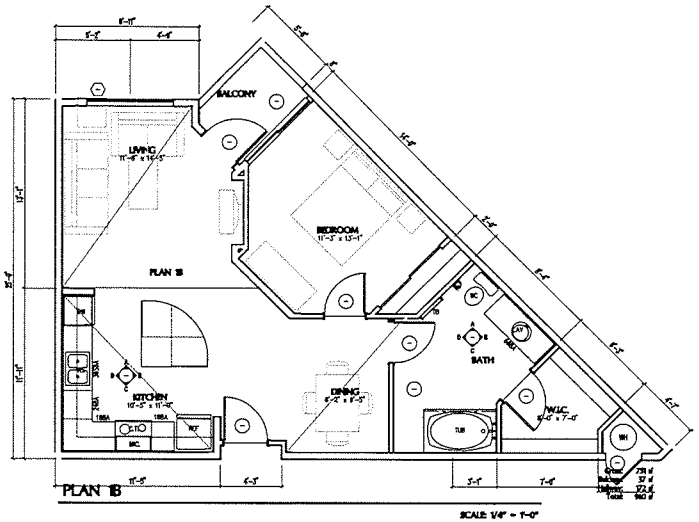
OVATION
Lone Mountain Senior Apartments
Rainbow Boulevard and Lone Mountain Road
City of Las Vegas, Nevada

PRELIMINARY
NOT FOR CONSTRUCTION

RECEIVED
MAR 08 2010







SDR-37602
04/22/10 PC

RECEIVED
MAR 08 2010

Sheet# A0.0 Date: February 10, 2010 Project: Lone Mountain Senior Apartments

Sheet Description:

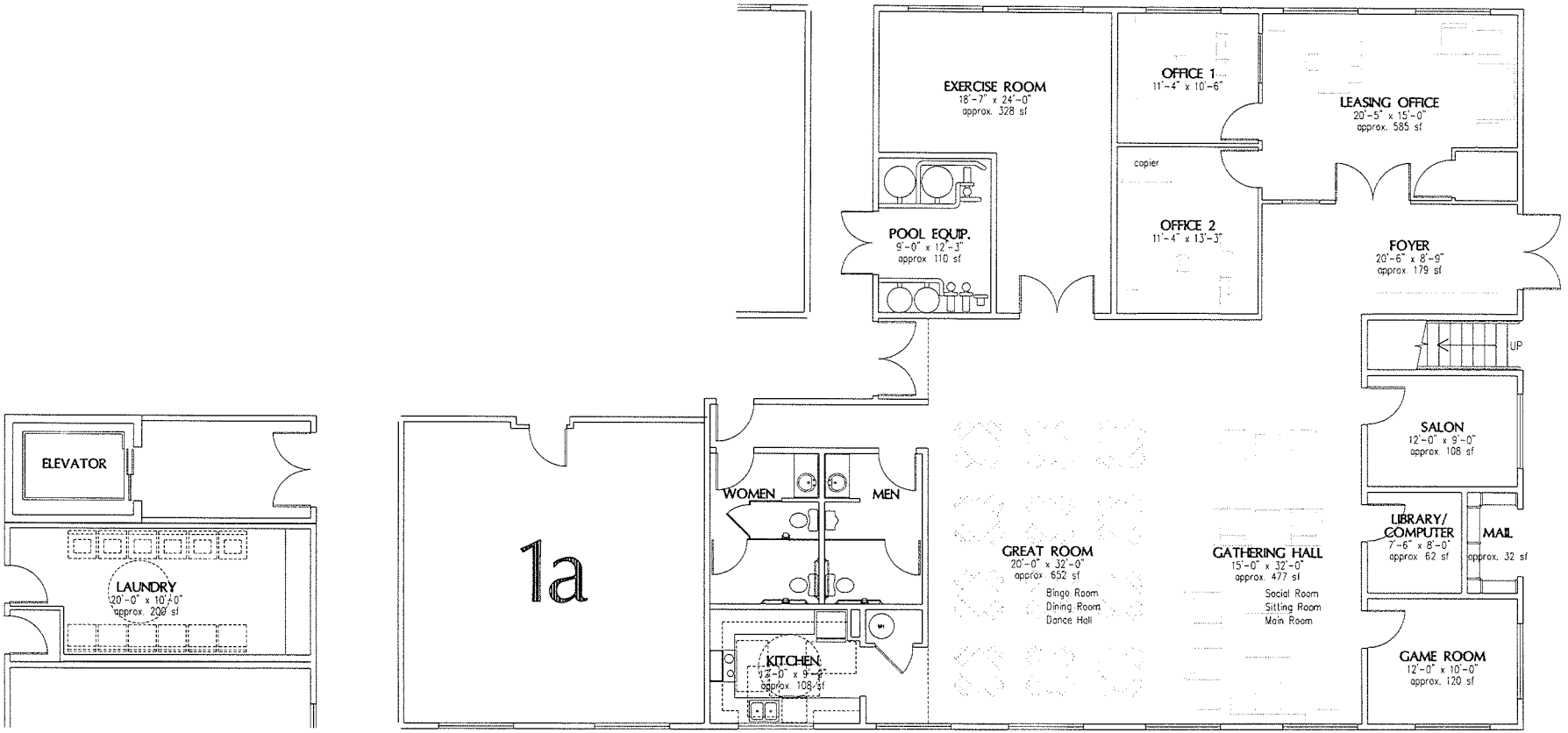
Lone Mountain Senior Apartments

Floor Plans

Date: February 10, 2010
Scale: 1/4" = 1'-0"
Sheet Number
A0.0

OVATION
Lone Mountain Senior Apartments
Rainbow Boulevard and Lone Mountain Road
City of Las Vegas, Nevada

PRELIMINARY
NOT FOR CONSTRUCTION



SDR-37602
04/22/10 PC

Sheet: A1.3 Date: February 10, 2010 Project: Lone Mountain Senior Apartments

Sheet Description:

Lone Mountain Senior Apartments

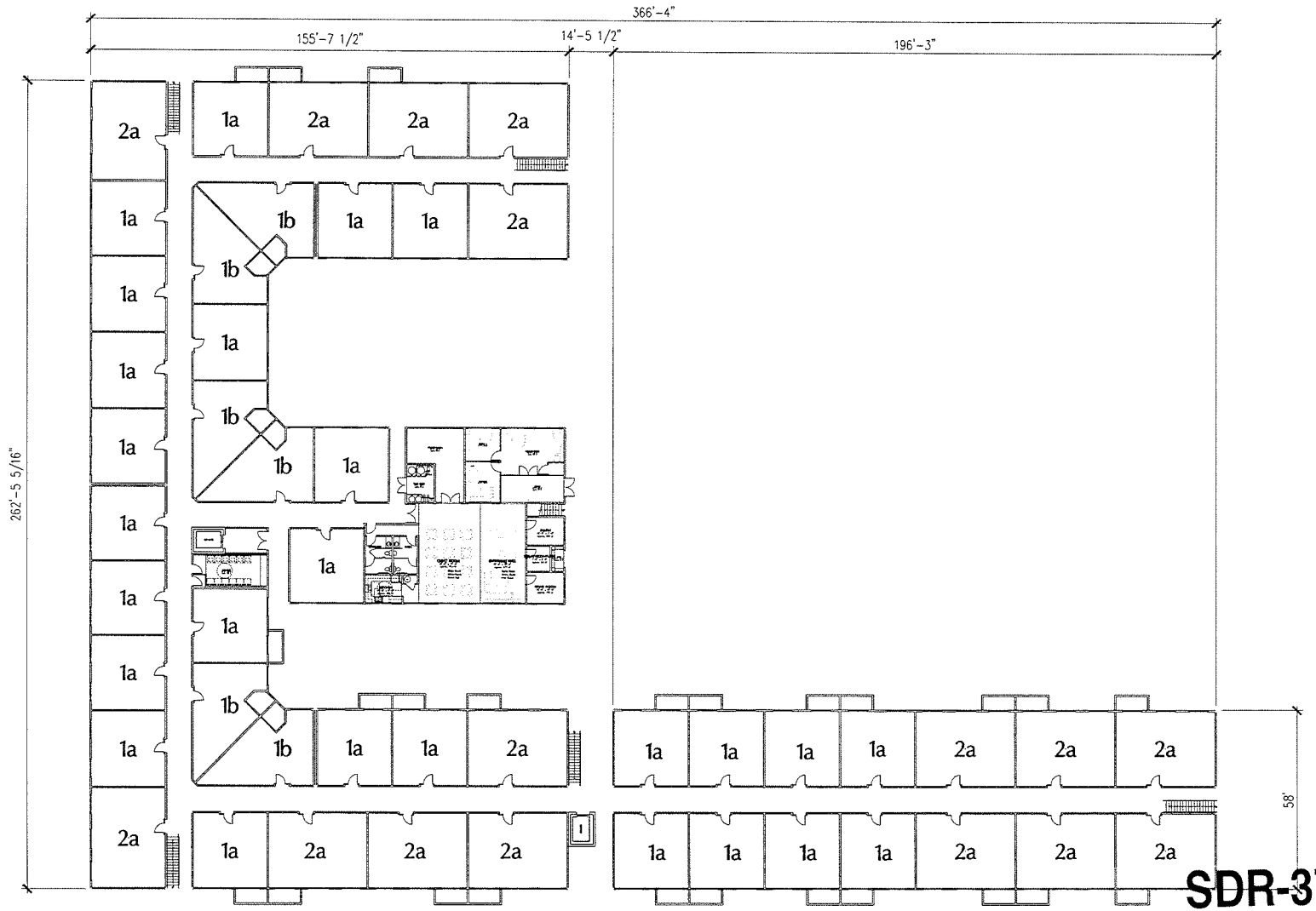
Common Areas

Date: February 10, 2010
Scale: 1/4" = 1'-0"
Sheet Number
A1.3

OVATION
Lone Mountain Senior Apartments
Rainbow Boulevard and Lone Mountain Road
City of Las Vegas, Nevada

PRELIMINARY
NOT FOR CONSTRUCTION

RECEIVED
MAR 08 2010



SDR-37602
04/22/10 PC

Sheet: A1.1 Date: February 10, 2010 Project: Lone Mountain Senior Apartments

Sheet Description:

Lone Mountain Senior Apartments

Building Plan - First Floor

Date: February 10, 2010
Scale: 1/16" = 1'-0"
Sheet Number
A1.1

OVATION
Lone Mountain Senior Apartments
Rainbow Boulevard and Lone Mountain Road
City of Las Vegas, Nevada

PRELIMINARY
NOT FOR CONSTRUCTION

RECEIVED
MAR 08 2010

Lone Mountain Seniors Apartments

By

Ovation Development Corp.

Roof Tile Color



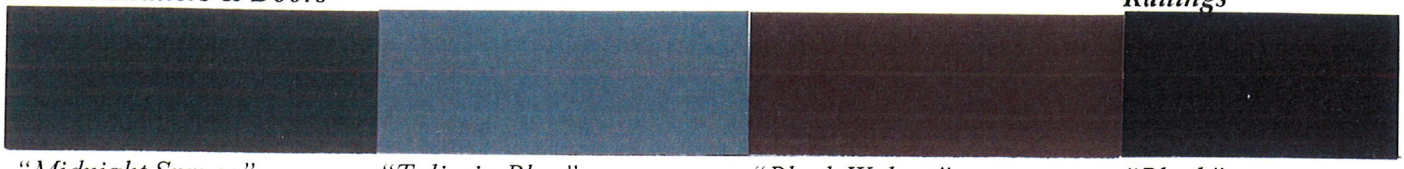
"Cliffside"

Fascia & Trim Color

"Stucco Tan"

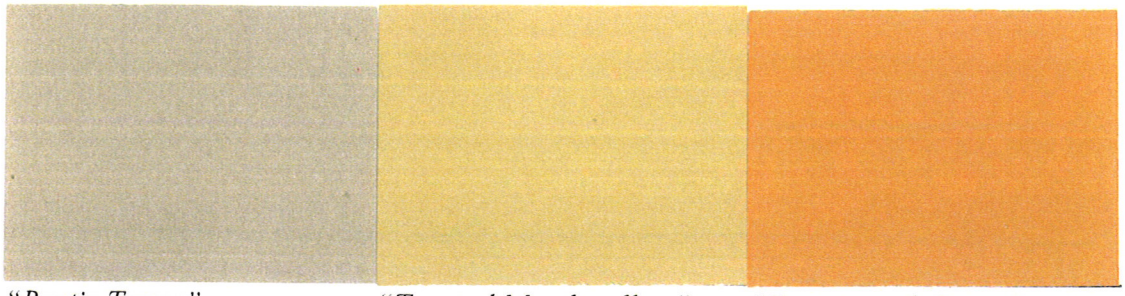
Accent Shutters & Doors

Railings



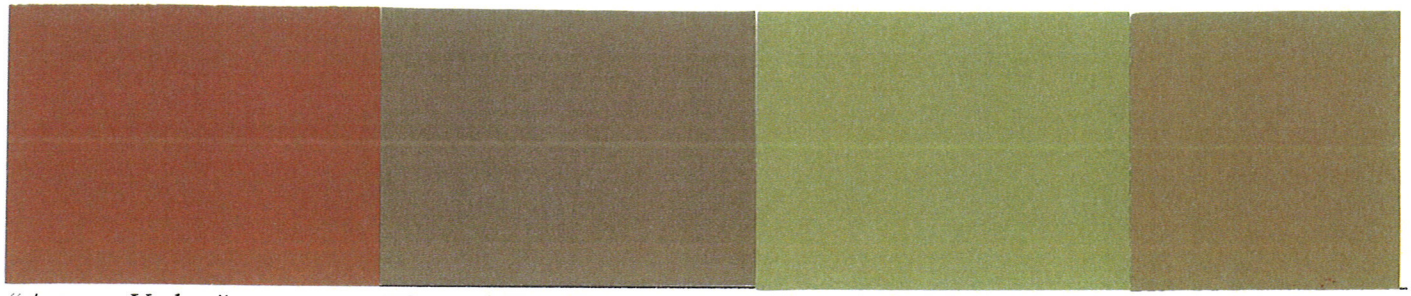
"Midnight Spruce" *"Taliesin Blue"* *"Black Walnut"* *"Black"*

Lighter Field Colors for Upper Areas



"Rustic Taupe" *"Toasted Marshmallow"* *"Butterscotch Syrup"*

Darker Field Colors for Lower Areas



"Autumn Umber" *"Carved Wood"* *"Veranda Gold"* *"Dark Sepia"*

RECEIVED

MAR 08 2010

SDR-37602

04/22/10 PC

Colors By

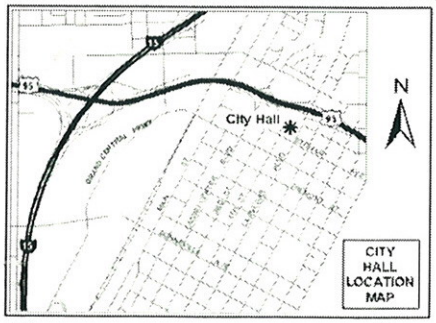
Teilmann Design

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 APR 09 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-37602

Planning Commission Meeting of 4/22/2010

Case: SDR-37602

12535415051
ANDERSON CHARLES W TRUST
6521 SIERRA DIABLO AVE
LAS VEGAS NV 89130-1869

Submitted after final agenda

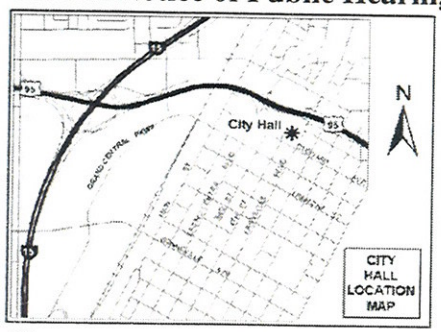
Date 4/22/10 Item 26

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 APR 09 2010
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-37602

Planning Commission Meeting of 4/22/2010

Case: SDR-37602

13802101002
CHAU LONG BEN & Q R REV TR ETAL
7839 WINDWARD RD
LAS VEGAS NV 89147-5673

APR 19 2010

Submitted after final agenda
Date 4/22/10
Item 29A

City of Las Vegas Agenda Item No.: **77.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: MAY 19, 2010

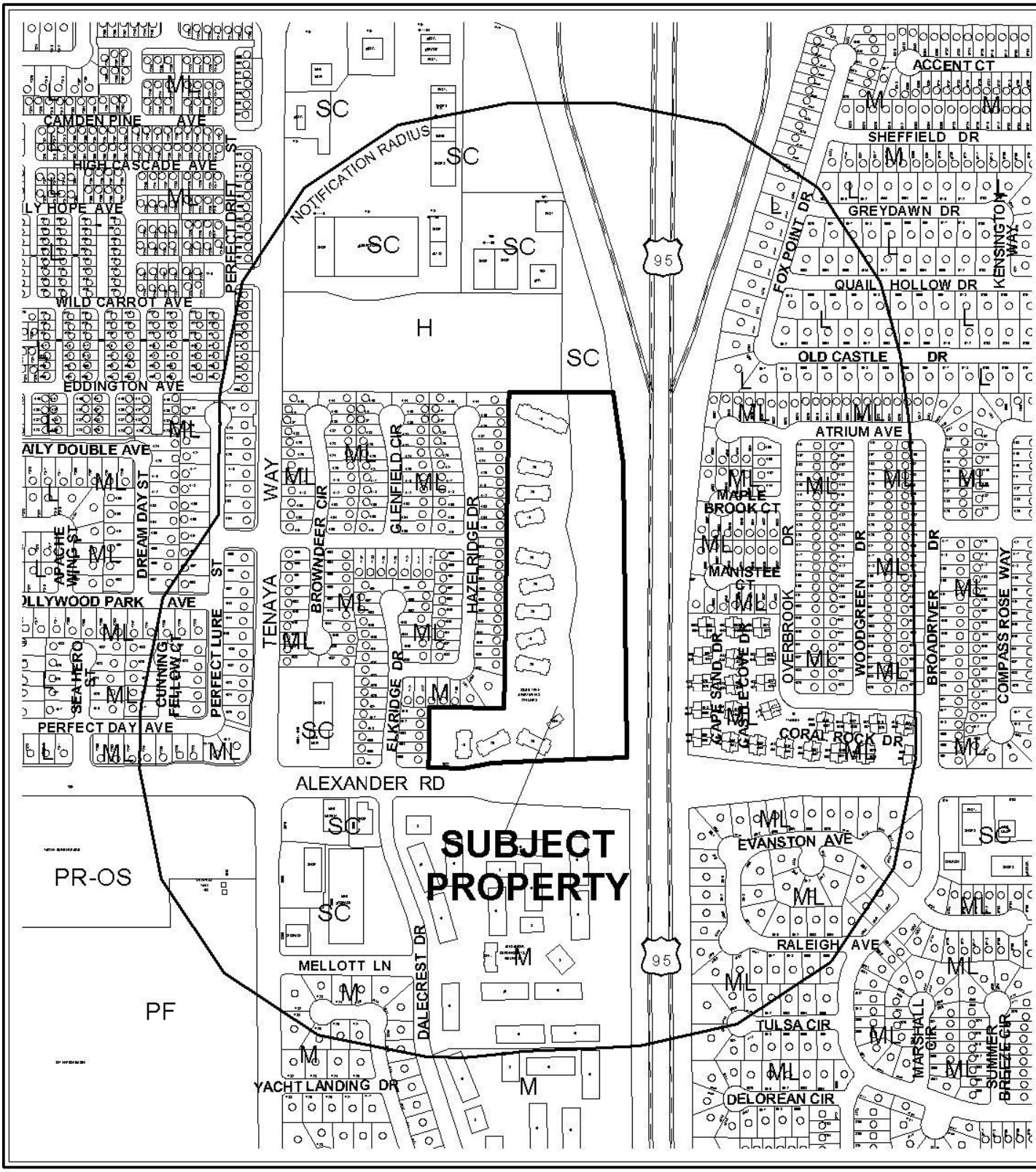
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
GPA-37614 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: A-T QTA, LLC AND ALEXANDER-TENAYA, LLC - Request to Amend a portion of the Centennial Hills Sector Plan of the General Plan FROM: M (MEDIUM DENSITY RESIDENTIAL) TO: H (HIGH DENSITY RESIDENTIAL) on 13.06 acres at 7100 West Alexander Road (APNs 138-03-802-002 and 003), Ward 4 (Anthony). The Planning Commission (4-0-1 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**11**	**Planning Commission Mtg.**	**1**
City Council Meeting	**5**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (4-0-1 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Staff Report – GPA-37614 and ZON-37615
3. Supporting Documentation
4. Photos – GPA-37614 and ZON-37615
5. Justification Letter
6. Protest Postcards – GPA-37614 and ZON-37615
7. Backup referenced from the April 22, 2010 Planning Commission Meeting Items GPA-37614 and ZON-37615



0 500 1000 Feet

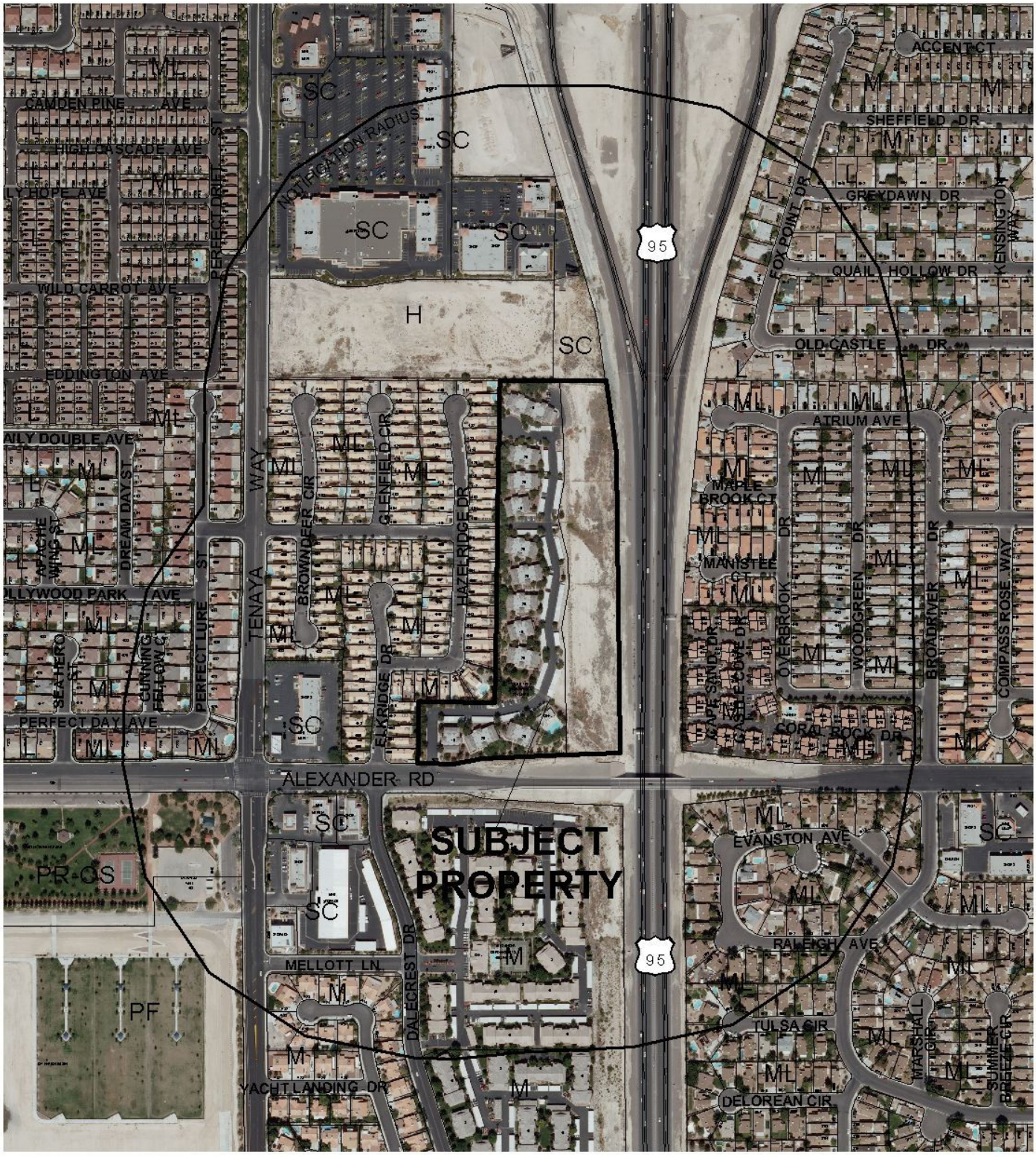
CASE: **GPA-37614**

RADIUS: 1000 FT

GENERAL PLAN LAND USE OF SUBJECT PROPERTY:
M (MEDIUM DENSITY RESIDENTIAL)

PROPOSED GENERAL PLAN LAND USE OF SUBJECT PROPERTY:
H (HIGH DENSITY RESIDENTIAL)

N



0 500 1000 Feet

CASE: **GPA-37614**

RADIUS: 1000 FT

GENERAL PLAN LAND USE OF SUBJECT PROPERTY:
M (MEDIUM DENSITY RESIDENTIAL)

PROPOSED GENERAL PLAN LAND USE OF SUBJECT PROPERTY:
H (HIGH DENSITY RESIDENTIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 19, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: A-T QTA, LLC AND ALEXANDER-TENAYA, LLC

** STAFF RECOMMENDATION(S) **

The Planning Commission (4-0-1 vote/gf) and Staff recommend APPROVAL.

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
GPA-37614	Staff recommends APPROVAL.	
ZON-37615	Staff recommends APPROVAL.	GPA-37614

JG

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is located at the northwest corner of U.S.95 and Alexander Road and consists of two lots. The western parcel is developed with a 224-unit apartment complex, while the eastern parcel is currently undeveloped. The applicant is proposing to Rezone both sites from R-3 (Medium Density Residential) to R-4 (High Density Residential), and to Amend the General Plan designation of both lots from M (Medium Density Residential) to H (High Density Residential). The proposed General Plan Amendment and Rezoning are appropriate as the subject site will provide a buffer between the residential development to the west and U.S. 95 to the east. It is also compatible with the multi-family residential and commercial developments immediately to the north and to the south across Alexander Road. Therefore, staff recommends approval. If these applications are denied, the site will remain as it is.

ISSUES

- The proposed General Plan Amendment request must be approved in order for the requested Rezoning to R-4 (High Density Residential) to be approved.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
11/18/87	The City Council approved a Rezoning (Z-0106-87) under (ROI) from N-U (Non-Urban) to R-CL (Single Family Compact Lot), R-3 (Medium Density Residential) and C-1 (Limited Commercial) generally located at the northeast corner of Alexander Road and Tenaya Way. This site was included in the Rezoning. The Planning Commission and staff recommended approval.
06/14/90	The Planning Commission approved a Site Development Plan Review (Z-0106-87(2) for a proposed 328-unit apartment complex generally located on 13.06 acres at the northeast corner of Alexander Road and Tenaya Way. Staff recommended approval.
09/02/92	The City Council approved a five-year Extension of Time for (Z-0106-87). The Planning Commission and staff recommended approval.
11/18/99	The Planning Commission approved a Site Development Plan Review (Z-0106-87(5) for 104 apartment units (two-story buildings) added to a site with an existing 224 unit apartment complex. Staff recommended approval. Z-0106-87(5) expired on 11/18/01.
04/22/10	The Planning Commission (4-0-1 vote/gf) and staff recommended APPROVAL of companion items GPA-37614 and ZON-37615 concurrently (PC Agenda Item #27-28/jg)

Most Recent Change of Ownership	
04/15/09	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
12/22/93	Building permits (93213066-93213077) were issued for a 224-unit apartment complex. The permits were finaled on 12/15/94.
01/13/94	A building permit (94315163) was issued for a retaining wall. The permit was finaled on 12/29/94.
03/15/94	A building permit (94322923) was issued for a swimming pool. The permit was finaled on 08/12/94.
06/13/94	A building permit (94335717) was issued for 168 covered parking spaces. The permit was never finaled.

Pre-Application Meeting	
02/24/10	A pre-application meeting was held. Submittal requirements were discussed for a General Plan Amendment, Zone Change and a Site Development Plan Review. • A Variance will be required for the 40-foot building height. • A Variance will be required for parking. • An Exception will be required for lack of landscape islands Although the pre-application meeting included discussion for a Site Development Plan Review, the applicant has chosen to submit for the General Plan Amendment and Rezoning only at this time.

Neighborhood Meeting	
03/24/10	A neighborhood meeting was held on Wednesday, March 24th at 6:30 PM at the Cimarron Rose Community Center, 5591 N. Cimarron Road, Las Vegas. Three members from the applicant attended the meeting along with one staff member from the Ward 6 City Council office and one member of the Planning and Development staff. Two members of the public attended the meeting. The applicant described the project. The following question was raised by the public: • There was one concern about the landscaping along the west side of the project. The applicant indicated that no changes would be made.

Field Check	
03/18/10	Staff conducted a field check and noted a well maintained 224-unit apartment complex on the western parcel and a well maintained undeveloped lot on the eastern parcel.

Details of Application Request	
Site Area	
Net Acres	13.06

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Apartments / Undeveloped	M (Medium Density Residential)	R-3 (Medium Density Residential)
North	Undeveloped	H (High Density Residential) / SC (Service Commercial)	R-4 (High Density Residential) / C-1 (Limited Commercial)
South	Apartments	M (Medium Density Residential)	R-3 (Medium Density Residential)
East	Single-Family Residence / Detached and Townhouses	ML (Medium-Low Density Residential)	R-CL (Single Family Compact-Lot) / R-PD15 (Residential Planned Devlopment – 15 Units per Acre)
West	Single-Family Residence	ML (Medium-Low Density Residential)	R-CL (Single Family Compact-Lot)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area		X	
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (175 feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Per Title 19.08.040, the following standards apply to the proposed zoning district;

Standard	*Required/Allowed*
Min. Lot Size	6,500 SF
Min. Lot Width	N/A

Density Calculations

APN(s)	Existing: M (Medium Density Residential) and R-3 (Medium Density Residential)			Proposed: H (High Density Residential) and R-4 (High Density Residential)
	As approved by Z-0106-87(2)	As approved by Z-0106-87(5)*	Maximum Allowed	Maximum Allowed
138-03-802-002	224 units or 28.4 du/ac	No additional units	197 units or 25 du/ac	394 units or 50 du/ac
138-03-802-003	104 units or 20 du/ac (not constructed)	104 units or 20 du/ac (not constructed)	130 units or 25 du/ac	259 units or 50 du/ac
Total Combined Density	328 units or 25.1 du/ac	328 units or 25.1 du/ac	327 units or 25 du/ac	653 units or 50 du/ac

***** As no building permits were issued for any of the 104 units approved, Site Development Plan review [Z-0106-87(5)] expired 11/18/01.

ANALYSIS

The subject site consists of two lots; the western parcel is developed with a 224-unit apartment complex, while the eastern parcel is undeveloped. The applicant is proposing to Rezone both sites from R-3 (Medium Density Residential) to R-4 (High Density Residential), and to Amend the General Plan designation of both lots from M (Medium Density Residential) to H (High Density Residential). The proposed General Plan Amendment and Rezoning are appropriate as the subject site will provide a buffer between the residential development to the west and U.S. 95 to the east. It is also compatible with the multi-family residential and commercial developments immediately to the north and to the south across Alexander Road.

Access to and from the subject site is provided via a driveway to Alexander Road, which is a 100-foot Primary Arterial, and can adequately accommodate the traffic associated with the increased density of the requests. Therefore, staff recommends approval. If these applications are denied, the site will remain as it is.

The City of Las Vegas Public Works Department noted that, upon development of the parcels, appropriate right-of-way dedications, street improvements, drainage plan/studies and traffic mitigation commitments will be required as part of a Site Development Plan Review.

FINDINGS (GPA-37614)

Section 19.18.030(I) of the Las Vegas Zoning Code requires that the following conditions be met in order to justify a General Plan Amendment:

1. **The density and intensity of the proposed General Plan Amendment is compatible with the existing adjacent land use designations,**

   The intensity of the proposed H (High Density Residential) General Plan designation is compatible with the existing adjacent H (High Density Residential), M (Medium Density Residential) and SC (Service Commercial) land use designations.

2. **The zoning designations allowed by the proposed amendment will be compatible with the existing adjacent land uses or zoning districts,**

   The proposed General Plan designation allows for multi-family zoning districts from the R-2 (Medium-Low Density Residential) up to R-5 (Apartment). These districts are compatible with the existing adjacent land uses and zoning districts, and will act as a buffer for U.S. 95 to the east.

3. **There are adequate transportation, recreation, utility, and other facilities to accommodate the uses and densities permitted by the proposed General Plan Amendment; and**

   Access to the site is provided by Alexander Road, a 100-foot Primary Arterial, as designated by the Master Plan of Streets and Highways. The subject property is located within an area of the City where all utilities, fire and police services are currently in place and available. Therefore, there are adequate facilities available to accommodate the uses and densities permitted by the proposed General Plan Amendment.

4. **The proposed amendment conforms to other applicable adopted plans and policies that include approved neighborhood plans.**

   No applicable plans are affected by this request.

FINDINGS (ZON-37615)

In order to approve a Rezoning application, pursuant to Title 19.18.040, the Planning Commission or City Council must affirm the following:

1. **The proposal conforms to the General Plan.**

   The proposed R-4 (High Density Residential) zoning district conforms to the proposed H (High Density Residential) General Plan designation.

2. **The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts.**

   The proposed R-4 (High Density Residential) zoning district will allow multi-family residential development that is compatible with the surrounding land uses and zoning districts.

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

   The proposed Rezoning is appropriate as the subject site will act as a buffer between the residential development to the west and U.S. 95 to the west.

4. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district.**

   Access to the site is provided by Alexander Road, a 100-foot Primary Arterial, as designated by the Master Plan of Streets and Highways. The proposed density of the site will be sufficiently served by existing roadway facilities.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 10

NOTICES MAILED 559 (By City Clerk)

APPROVALS 1

PROTESTS 11

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **GPA-37614** APN: 138-03-802-002

Name of Property Owner: A-T QTA LLC

Name of Applicant: A-T QTA LLC

Name of Representative: Kris Munn

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: Ernest A Becker, IV

Subscribed and sworn before me

This 8th day of March, 2010

_____

Notary Public in and for said County and State

DEBRA S. ALSTON
Notary Public State of Nevada
No. 03-84766-1
My appt. exp. Oct. 10, 2011

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **GPA-37614** APN: 138-03-802-003

Name of Property Owner: ALEXANDER-TENAYA LLC

Name of Applicant: ALEXANDER-TENAYA LLC

Name of Representative: Kris Munn

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: Ernest A. Becker, IV

Subscribed and sworn before me

This 8th day of March, 2010

_____

Notary Public in and for said County and State

DEBRA S. ALSTON
Notary Public State of Nevada
No. 03-84766-1
My appt. exp. Oct. 10, 2011

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

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MAR 09 2010

APPLICATION / PETITION FORM

Application/Petition For: GENERAL PLAN AMENDMENT

Project Address (Location) 7100 W Alexander Road

Project Name Quail Tree Apartments **Proposed Use** Apartments

Assessor's Parcel #(s) 138-03-802-002 **Ward #** 4

General Plan: existing M proposed H **Zoning:** existing R-3 proposed R-4

Commercial Square Footage — **Floor Area Ratio** —

Gross Acres 13.06 **Lots/Units** 416 **Density** 32

Additional Information

PROPERTY OWNER A-T QTA LLC **Contact** Kris Munn

Address 801 S. Rancho Drive, Ste E-4 **Phone:** (702) 671-6060 **Fax:** (702) 385-6967

City Las Vegas **State** NV **Zip** 89106

E-mail Address 7100ata@signaturehomes.com

APPLICANT A-T QTA LLC **Contact** Kris Munn

Address 801 S Rancho Drive, Ste E-4 **Phone:** (702) 671-6060 **Fax:** (702) 385-6967

City Las Vegas **State** NV **Zip** 89106

E-mail Address 7100ata@signaturehomes.com

REPRESENTATIVE **Contact**

Address **Phone:** **Fax:**

City **State** **Zip**

E-mail Address

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Ernest A. Becker III

Subscribed and sworn before me

This 9th day of March, 20 10.

_____

Notary Public in and for said County and State

DEBRA S. ALSTON
Notary Public State of Nevada
No. 03-84766-1
My appt. exp. Oct. 10, 2011

FOR DEPARTMENT USE ONLY

Case #	GPA 37614
Meeting Date:	4.22.10
Total Fee:	$2,050
Date Received:*	3.9.10
Received By:	JFA

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

RECEIVED
MAR 09 2010

APPLICATION / PETITION FORM

Application/Petition For: GENERAL PLAN AMENDMENT

Project Address (Location) 7100 W Alexander Road

Project Name Quail Tree Apartments **Proposed Use** Apartments

Assessor's Parcel #(s) 138-03-802-003 **Ward #** 4

General Plan: existing M proposed H **Zoning:** existing R-3 proposed R-4

Commercial Square Footage - **Floor Area Ratio** -

Gross Acres 13.06 **Lots/Units** 416 **Density** 32

Additional Information

PROPERTY OWNER ALEXANDER-TENAYA LLC **Contact** Kris Munn

Address 801 S. Rancho Drive, Ste E-4 **Phone:** (702) 671-6060 **Fax:** (702) 385-6967

City Las Vegas **State** NV **Zip** 89106

E-mail Address 7100ata@signaturehomes.com

APPLICANT ALEXANDER-TENAYA LLC **Contact** Kris Munn

Address 801 S Rancho Drive, Ste E-4 **Phone:** (702) 671-6060 **Fax:** (702) 385-6967

City Las Vegas **State** NV **Zip** 89106

E-mail Address 7100ata@signaturehomes.com

REPRESENTATIVE **Contact**

Address **Phone:** **Fax:**

City **State** **Zip**

E-mail Address

Property Owner Signature* _____

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Print Name Ernest A. Becker, II

Subscribed and sworn before me

This 9th day of March, 20 10.

Debra Salston

Notary Public in and for said County and State

DEBRA S. ALSTON
Notary Public State of Nevada
No. 03-84766-1
My appt. exp. Oct. 10, 2011

FOR DEPARTMENT USE ONLY

Case #	GPA 3764
Meeting Date:	4.22.10
Total Fee:	$2,050
Date Received:*	3.9.10
Received By:	JFA

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

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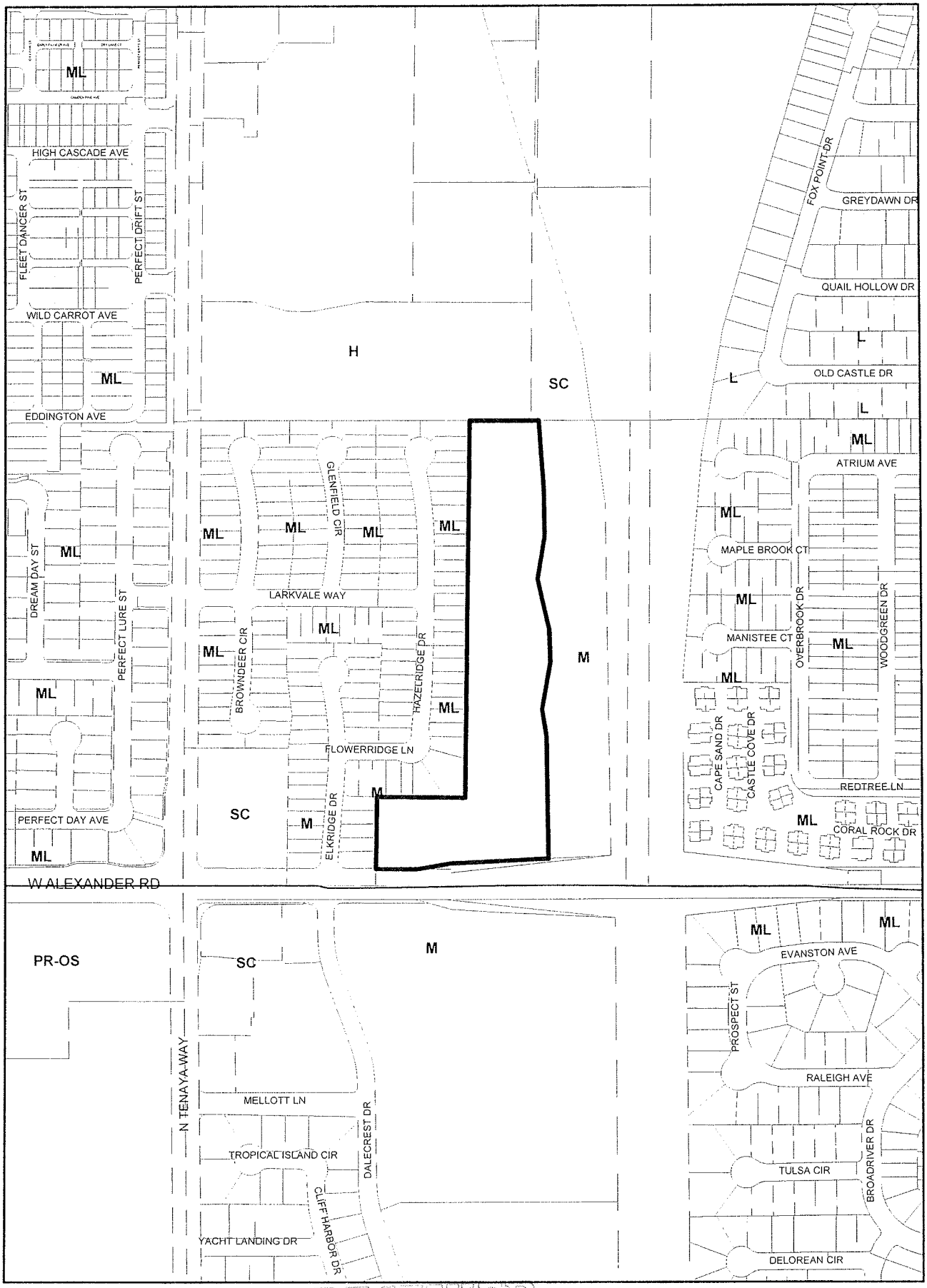
GENERAL PLAN AMENDMENT Parcel: 138-03-802-002



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GPA-37614
04/22/10 PC

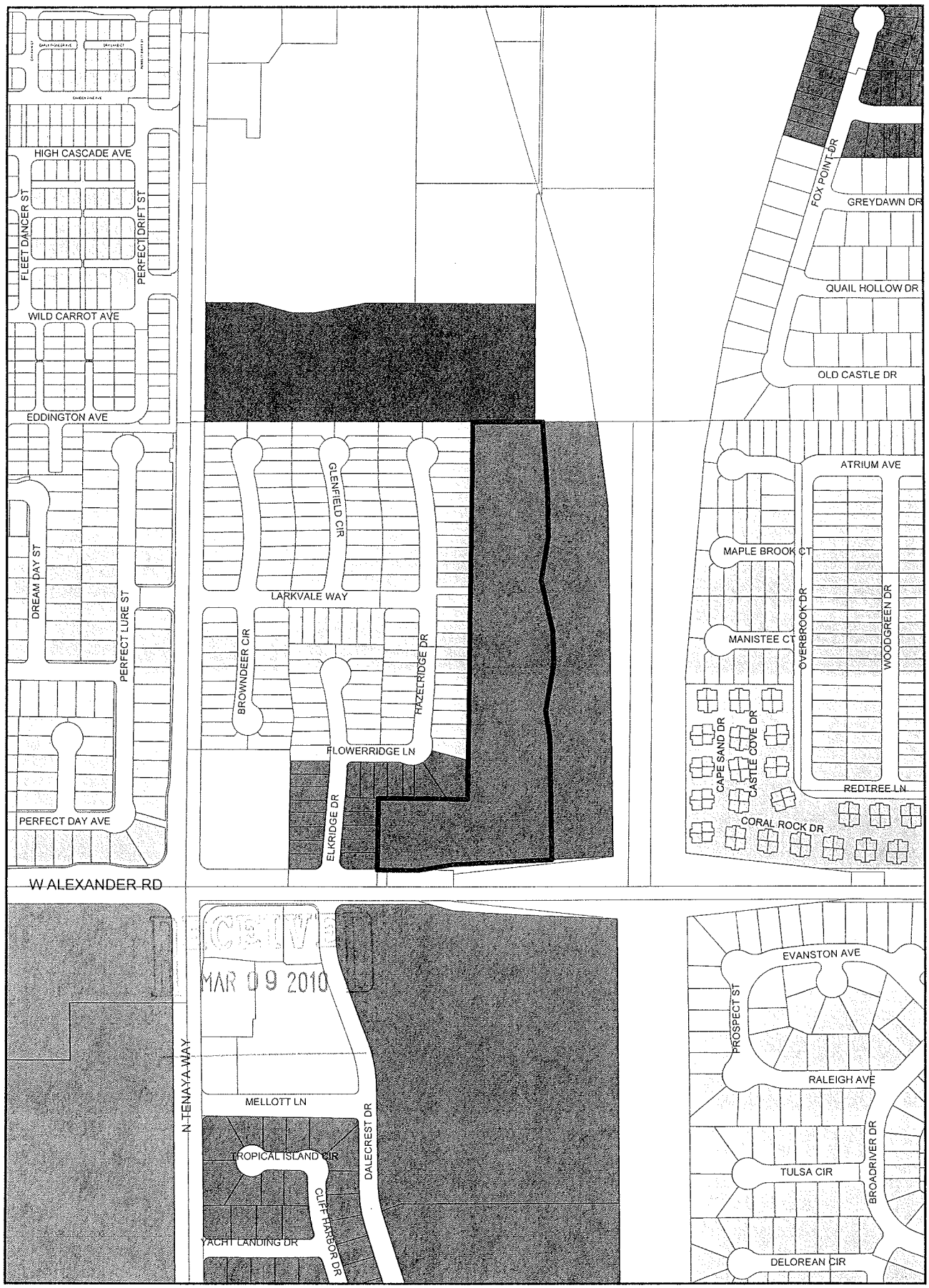
From M to H

Data Current as of: March 5, 2010

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only. Geographic Information System Planning & Development Dept 702-229-6301

PLANNING & DEVELOPMENT

GENERAL PLAN AMENDMENT Parcel: 138-03-802-002



Rural Neighborhood Preservation
Rural Estates
Desert Rural
Rural
Low
Medium - Low
Medium - Low Attached
Medium
High
Office
Service Commercial
General Commercial
Tourist Commercial
Las Vegas Medical District
Light Industrial / Research
Planned Community Development
Downtown Redevelopment Area
Park / Recreation / Open Space
Public Facility
Public Facility - School
Public Facility - Clark County
Town Center
Resource Conservation
Downtown - Commercial
Downtown - Mixed Use
Not in City
Right - of - Way

GPA-37614 From M to H

04/22/10 PC

Data Current as of: March 5, 2010

GIS Maps are normally produced only to meet the needs of the City. Due to continuous development activity, this map is for reference only.
Geographic Information System
Planning & Development Dept
702.229-6301

PLANNING & DEVELOPMENT



GPA-37614 & ZON-37615 – APPLICANT/OWNER: A-T QTA, LLC AND ALEXANDER-TENAYA, LLC
7100 WEST ALEXANDER ROAD

03/18/10



GPA-37614 & ZON-37615 – APPLICANT/OWNER: A-T QTA, LLC AND ALEXANDER-TENAYA, LLC
7100 WEST ALEXANDER ROAD

03/18/10



GPA-37614 & ZON-37615 – APPLICANT/OWNER: A-T QTA, LLC AND ALEXANDER-TENAYA, LLC
7100 WEST ALEXANDER ROAD

03/18/10



GPA-37614 & ZON-37615 – APPLICANT/OWNER: A-T QTA, LLC AND ALEXANDER-TENAYA, LLC
7100 WEST ALEXANDER ROAD

03/18/10

VSRW INC.

4080 West Desert Inn Road, W-112
Las Vegas, NV 89102
(702) 222-4747 Fx (702) 248-9421

March 5, 2010

City of Las Vegas
Planning Department
South 4th Street
Las Vegas, NV 89101

RE: General Plan Amendment Justification letter

To Whom it may concern,

Please accept this as the justification letter for a land use request. The property owners of the Quail Tree Apartments are requesting to change the General Plan from Medium to High residential. The project has an existing operating apartment located on the western half of the property. The existing apartment complex is constructed with 224 apartment units consisting of studio. 1 bedroom and 2 bedroom units. The request is to increase the density to meet the needs of the current development patterns and begin construction.

The east half is currently vacant and has historically been used for storm flow. Because storm water flows have changed; the necessity for the property to remain vacant has diminished enough to permit construction of a portion of the property now, with the remaining property to be constructed as additional storm improvements are constructed. The owners have been conferring with the Nevada Department of Transportation (NDOT) to determine what area of the vacant property can be constructed. A drainage study has been approved by NDOT and is currently under review by the City of Las Vegas.

The approved request would allow the project to provide the highest and best use of the site (as it is encumbered by multiple issues). First, the property is adjacent to an approved high density residential use to the north. The property is partially built on the west half so no additional units will be constructed, except for additional parking to be added where needed. The vacant portion is buffered from the existing residential to the west by the existing 2 story apartment buildings. The property to the north is vacant and has a General Plan designation of High Density Residential with a zoning designation of R-4. To the east is US-95. To the south is the Alexander Road overpass with existing residential further south.

The property is an in-fill project with existing infrastructure surrounding the property. Alexander Road is fully constructed; the existing apartment complex is currently on City

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MAR 09 2010

GPA-37614
04/22/10 PC

utilities and fire line. There are existing schools and parks within close proximity and the utilities on site are oversized in anticipation of the additional construction.

The proposed Amendment is consistent with several of the City of Las Vegas Policies. In Policy B3 the site is designated for a multi family development with the existing development construction in 1994. The project meets or exceeds Policy B3.1 with the existing 2 story buildings buffering the new proposed 3 story buildings from the existing single family residential to the west, an approved R-4 multifamily development to the north, US-95 to the east and the Alexander overpass to the south. Existing mature landscaping also buffers the residential to the west. Additionally, the height of the new building exceeds the 3 to 1 setback requirements required The proposed project meets Policy B3.2 with the access to the site from Alexander Road, a fully developed 100 foot right-of-way. The project exceeds Policy B.3.3 with mature landscaping buffering the existing multifamily buildings from the single family residential to the west. The proposed project conforms to Policy B.3.4 with the existing complex currently being served by the City of Las Vegas sewer and water.

We believe that this project is in keeping with the plans and policies of the City of Las Vegas and will be a valued asset to the City. We respectfully request your approval of the General Plan Amendment. If you have any questions please feel free to call me at 267-7860.

Thank you,

Victor Rodriguez

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MAR 09 2010

GPA-37614
04/22/10 PC

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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2010 MAY 10 P 2:52

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02 1M $ 00.41⁴
0004279218 MAY 07 2010
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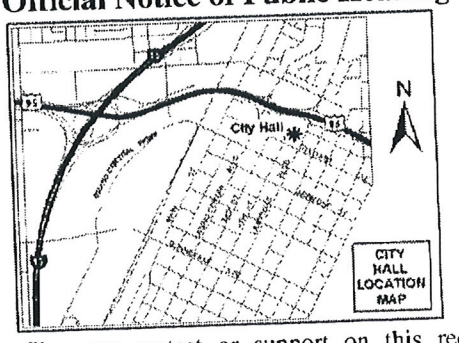
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office ~~Of The~~ City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-37614 & ZON-37615
City Council Meeting of 5/19/2010

CHIU ROBERT L & SUSANA L
767 N HILL ST #210
LOS ANGELES CA 90012-2365

APN#13803810034

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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2010 MAY 11 A 11:05

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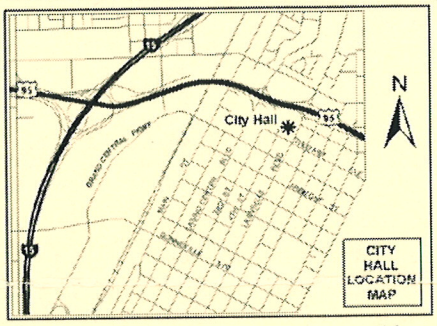

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Please use available blank space on card for your comments.

GPA-37614 & ZON-37615
City Council Meeting of 5/19/2010

HORSLEY SUSAN J REVOCABLE LIV
HORSLEY SUSAN J TRS
4061 WOODGREEN DR
LAS VEGAS NV 89108-5468

APN#13803817023

CAVDP11 A91CB

May. 11. 2010 8:14AM Valley Manufactured Homes, Inc. No. 0818 P. 1/2

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CITY CLERK

2010 MAY 11 A 8:08

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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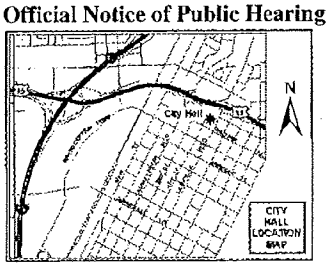

XX LAS VEGAS NV 890 05-05-10

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-37614 & ZON-37615
City Council Meeting of 5/19/2010

ROE VANESSA NUGYEN LIVING TRUST
ROE VANESSA NGYEN TRS
3909 RIO VIEJO DR
BAKERSFIELD CA 93313-4405

APN#13803816045

CAVDS11 93313

May. 11. 2010 8:14AM Valley Manufactured Homes, Inc. No. 0818 P. 2/2

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CITY CLERK

2010 MAY 11 A 8:08

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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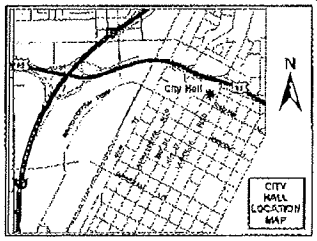

XX LAS VEGAS NV 890 05-06-10

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-37614 & ZON-37615
City Council Meeting of 5/19/2010

ROE VANESSA NUGYEN LIVING TRUST
ROE VANESSA NGYEN TRS
3909 RIO VIEJO DR
BAKERSFIELD CA 93313-4405

APN#13803B16045

CAVDS11 93313

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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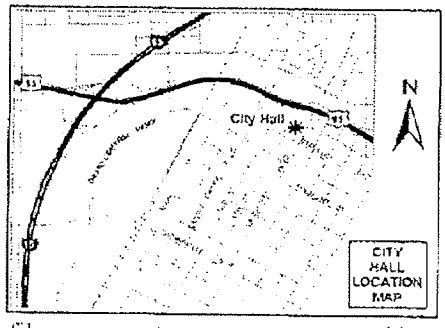

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-37614 & ZON-37615
City Council Meeting of 5/19/2010

NOVAK TIMOTHY G & KAREY JO
4020 CUNNING FELLOW CT
LAS VEGAS NV 89129-7128

APN#13803415045

CAVOS11 89129

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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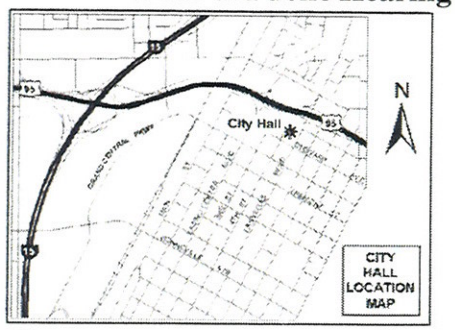

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-37614 & ZON-37615

Planning Commission Meeting of 4/22/2010

Case: GPA-37614

13803811020
SUGA STEPHEN & BEATRIZ
1113 GOODMAN AVE
REDONDO BEACH CA 90278-4026

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APR 20 2010

Submitted after final agenda
Date 4/22/10
Item 27-28

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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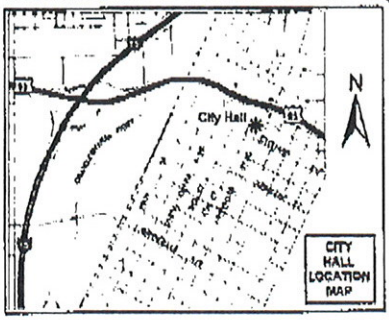

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-37614 & ZON-37615

Planning Commission Meeting of 4/22/2010

Case: GPA-37614

13803810009
BARBOUR NANCY E
4132 BROWNDEER CIR
LAS VEGAS NV 89129-6560

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APR 20 2010

Submitted after final agenda

Date 4/22PC Item 27-28 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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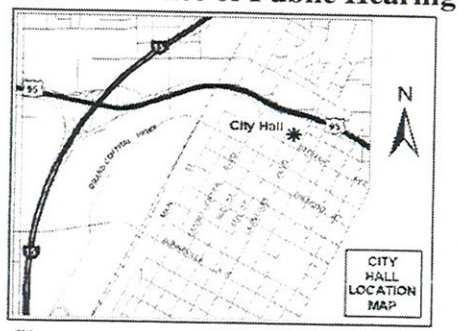

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-37614 & ZON-37615

Planning Commission Meeting of 4/22/2010

Case: GPA-37614

13810511024
CEBULAR BRENDA L
6913 RALEIGH AVE
LAS VEGAS NV 89108-5421

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APR 19 2010

Submitted after final agenda
Date 4/22/10
Item 27-28

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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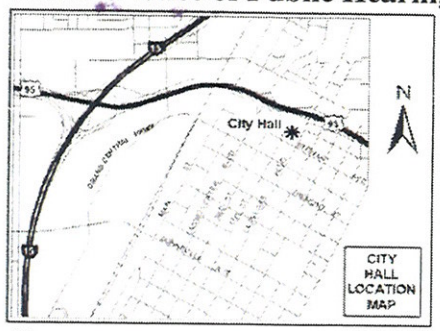

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-37614 & ZON-37615
Planning Commission Meeting of 4/22/2010

Case: GPA-37614

13803812031
MURRELL ROBBIE
4076 HAZELRIDGE DR
LAS VEGAS NV 89129-6540

There are only 2 exits for this housing complex. Traffic on Jenaya and Alexander make it difficult to exit. There have been several accidents at Jenaya & Alexander, but the lights have made it safer. There is only one exit from the 7100 W. Alexander complex, no stop signal, makes entry onto Alexander dangerous. The storm drain is used by pedestrians to exit onto Jenaya

Submitted after final agenda
Date 4/22/10
Item 7.29

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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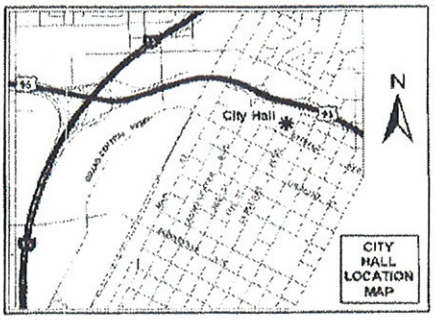

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-37614 & ZON-37615
Planning Commission Meeting of 4/22/2010

RECEIVED
APR 16 2010

Case: GPA-37614
13803810034
CHIU ROBERT L & SUSANA L
767 N HILL ST #210
LOS ANGELES CA 90012-2365

Submitted after final agenda
Date 4/22 PC Item 27-28 P

04/14/2010 12:54 2136171387 R L CHIU ASSOCIATES PAGE 01

04/01/2010 23:49 7023142696 ANDREW POWELL ECOLAB PAGE 01

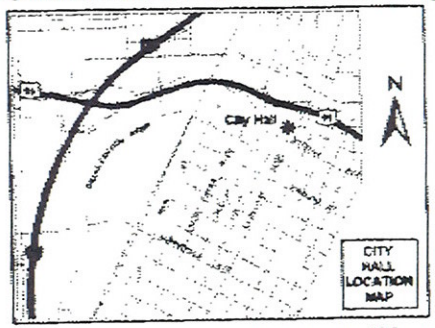
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 APR 09 2010
MAILED FROM ZIPCODE 89101

Return Service Requested

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-37614 & ZON-37615

Planning Commission Meeting of 4/22/2010

We do not support more apartments here!! We have Heavy foot traffic from apt. tenants thru our neighborhood already. There has been an increase in crime and a recent sexual assault in the area. Quail tree mgmnt. needs to be more selective as it is - they obviously cannot manage what they have now!

Case: GPA-37614

13803811019
POWELL ANDREW T & LISA M
4120 GLENFIELD CIR
LAS VEGAS NV 89129-6546

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Submitted after final agenda
Date 4/22 PC
Item 27-29 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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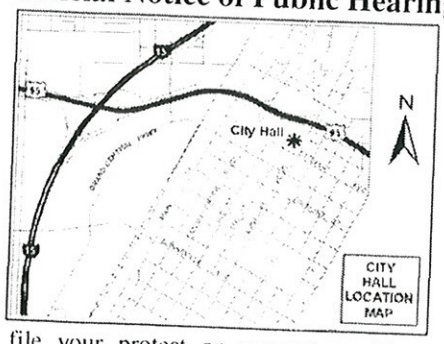

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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.
GPA-37614 & ZON-37615
Planning Commission Meeting of 4/22/2010

Case: GPA-37614

13803312003
MARTIN ANNETTE O
11208 RUSSWOOD CIR
DALLAS TX 75229-4325

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APR 22 2010

Submitted after final agenda

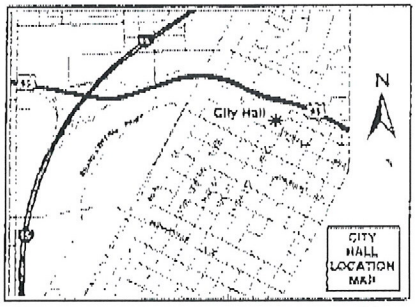
Date 4/22/10 Item 27+28

APR 12 2010
RECEIVED

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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Please use available blank space on card for your comments.

GPA-37614 & ZON-37615

Planning Commission Meeting of 4/22/2010

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES

02 1M $ 00.41⁴
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MAILED FROM ZIPCODE 89101

Case: GPA-37614

13803811016
OLD LIGHT HOUSE L L C
%T MYNARCIK
6350 W CHEYENNE
LAS VEGAS NV 89108-4309

27.28 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

NO

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES

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MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing

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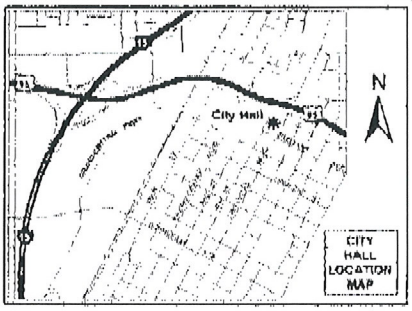

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Please use available blank space on card for your comments.

GPA-37614 & ZON-37615
Planning Commission Meeting of 4/22/2010

Case GPA-37614
13810511025
FOLEY ALBERT M & JOANNE M
6909 RALEIGH AVE
LAS VEGAS NV 89108-5421

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APR 11 2010

27-28 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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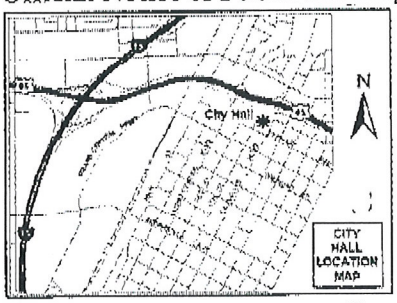
Official Notice of Public Hearing



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Please use available blank space on card for your comments.

GPA-37614 & ZON-37615

Planning Commission Meeting of 4/22/2010

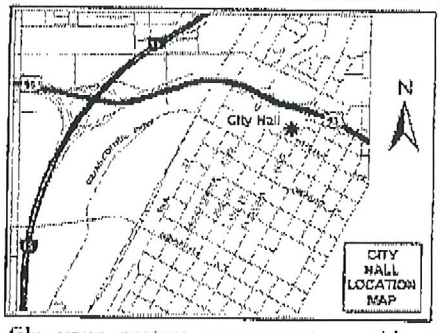
Case: GPA-37614
13810510010
HICKS JOY REVOCABLE LIVING TRUST
7128 TROPICAL ISLAND CIR
LAS VEGAS NV 89129-6570

RECEIVED
APR 11 2010

27-28 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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GPA-37614 & ZON-37615

Planning Commission Meeting of 4/22/2010

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APR 13 2010

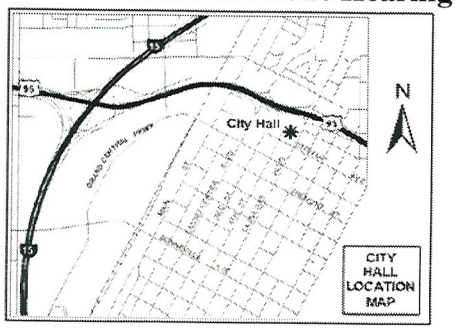
Case: GPA-37614

13803817016
WILLIAMS LESTER
4033 WOODGREEN DR
LAS VEGAS NV 89108-5468

27.24
P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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GPA-37614 & ZON-37615

Planning Commission Meeting of 4/22/2010

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41⁴
0004279218 APR 09 2010
MAILED FROM ZIP CODE 89101

Case: GPA-37614

13803819092
WROBLEWSKI JASON R
4840 N CIMARRON RD
LAS VEGAS NV 89149-4746

RECEIVED
APR 13 2010

BAVDS11 89149

27-28

City of Las Vegas Agenda Item No.: **78.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: MAY 19, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

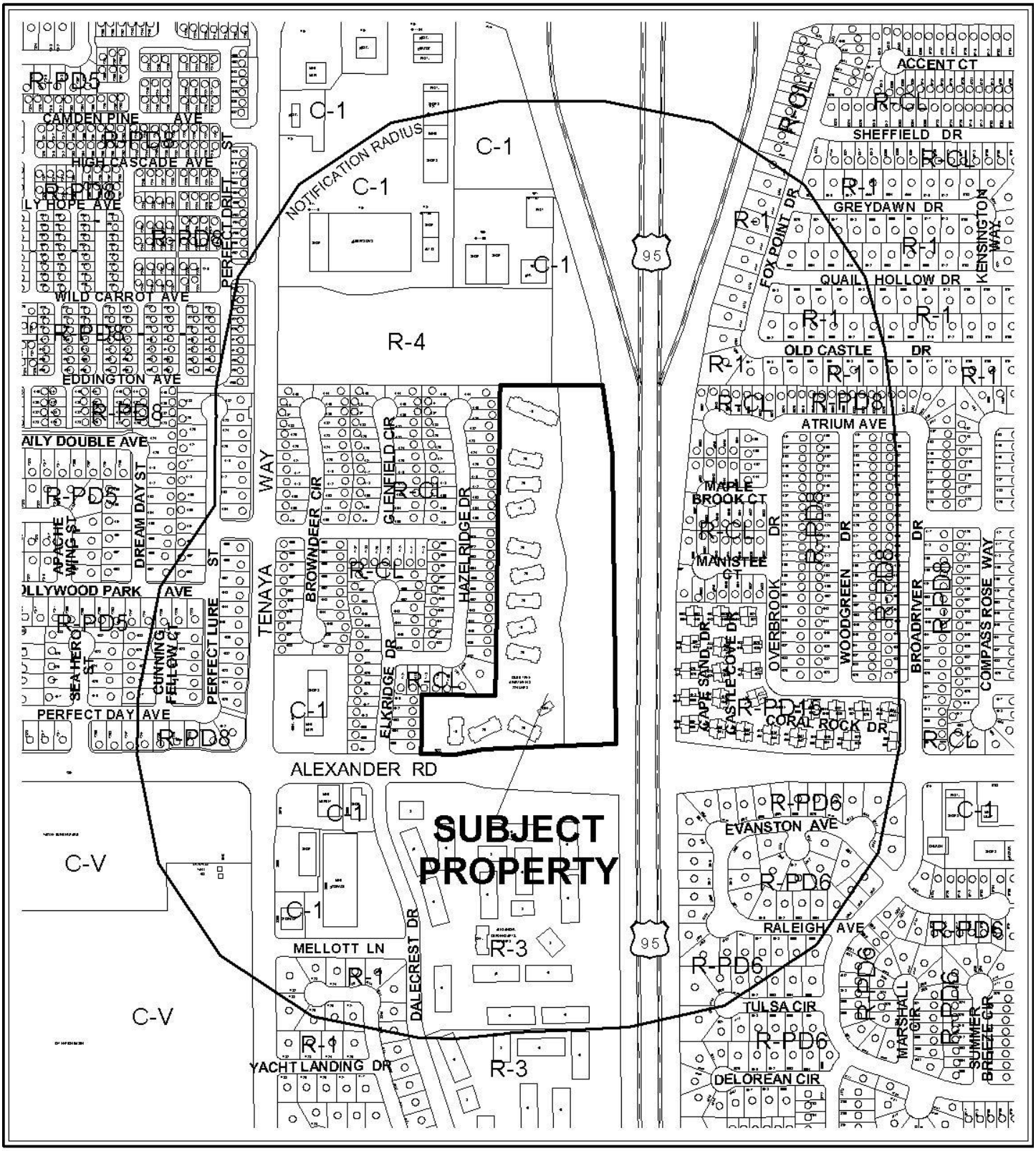
SUBJECT:
ZON-37615 - REZONING RELATED TO GPA-37614 - PUBLIC HEARING - APPLICANT/OWNER: A-T QTA, LLC AND ALEXANDER-TENAYA, LLC - Request for a Rezoning FROM: R-3 (MEDIUM DENSITY RESIDENTIAL) TO: R-4 (HIGH DENSITY RESIDENTIAL) on 13.06 acres at 7100 West Alexander Road (APNs 138-03-802-002 and 003), Ward 4 (Anthony). The Planning Commission (4-0-1 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**11**	**Planning Commission Mtg.**	**1**
City Council Meeting	**5**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (4-0-1 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Location and Aerial Maps
3. Supporting Documentation
4. Justification Letter
5. Protest Postcards – GPA-37614 and ZON-37615

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.



0 500 1000 Feet

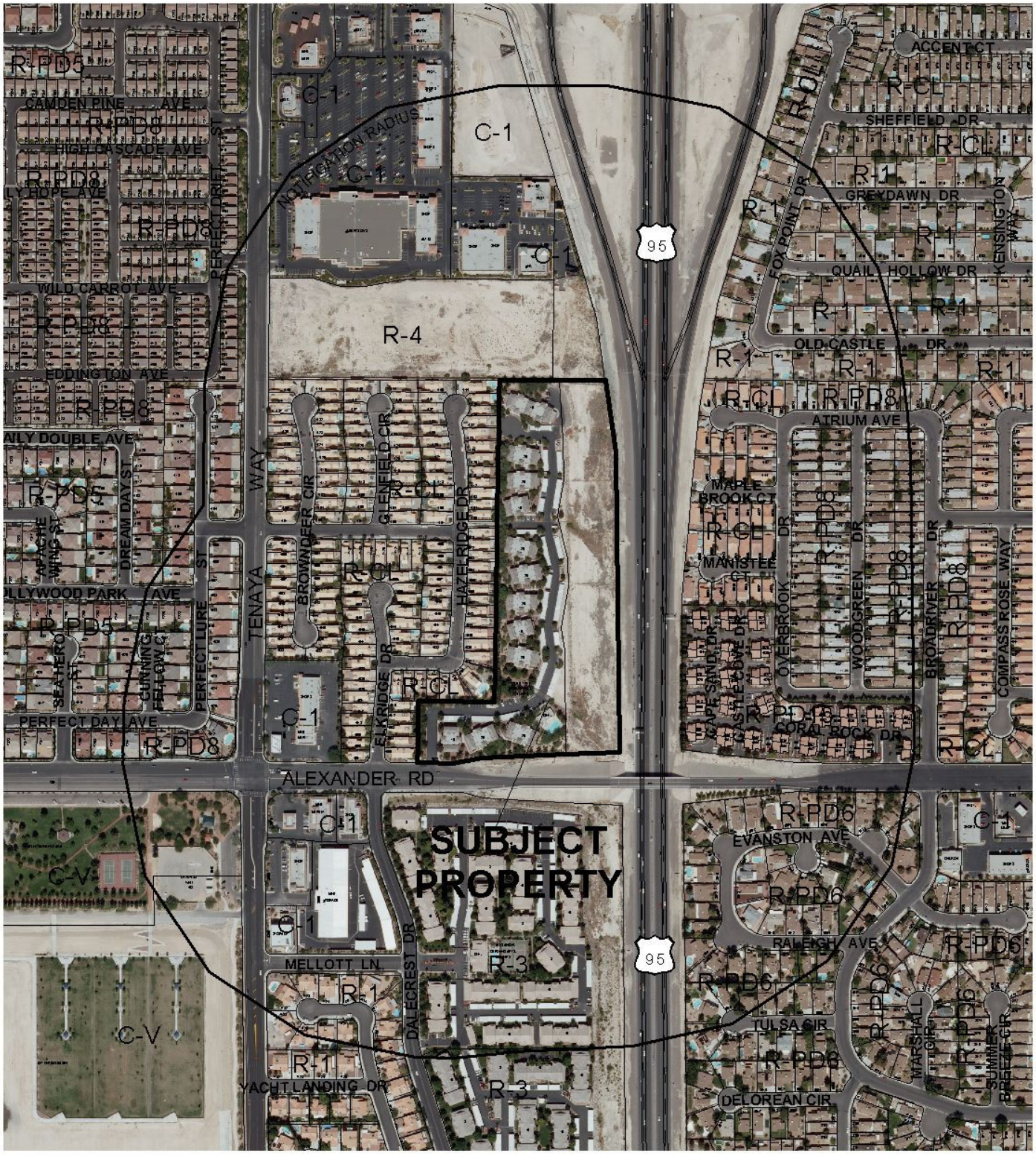
CASE: **ZON-37615**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY:
R-3 (MEDIUM DENSITY RESIDENTIAL)

PROPOSED ZONING OF SUBJECT PROPERTY:
R-4 (HIGH DENSITY RESIDENTIAL)

N



0 500 1000 Feet

CASE: **ZON-37615**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY:
R-3 (MEDIUM DENSITY RESIDENTIAL)

PROPOSED ZONING OF SUBJECT PROPERTY:
R-4 (HIGH DENSITY RESIDENTIAL)

N

PLANNING & DEVELOPMENT DEPARTMENT

RECEIVED
MAR 09 2010

STATEMENT OF FINANCIAL INTEREST

Case Number: **ZON-37615** APN: 138-03-802-002

Name of Property Owner: A-T QTA LLC

Name of Applicant: A-T QTA LLC

Name of Representative: Kris Munn

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: Ernest A Becker, IV

Subscribed and sworn before me

This 8 9th day of March, 2010

_____
Notary Public in and for said County and State

DEBRA S. ALSTON
Notary Public State of Nevada
No. 03-84766-1
My appt. exp. Oct. 10, 2011

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

RECEIVED
MAR 09 2010

STATEMENT OF FINANCIAL INTEREST

Case Number: **ZON-37615** APN: 138-03-802-003

Name of Property Owner: ALEXANDER-TENAYA LLC

Name of Applicant: ALEXANDER-TENAYA LLC

Name of Representative: Kris Munn

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: Ernest A. Becker, IV

Subscribed and sworn before me

This 8th day of March, 2010

Debra S. Alston
Notary Public in and for said County and State

DEBRA S. ALSTON
Notary Public State of Nevada
No. 03-84766-1
My appt. exp. Oct. 10, 2011

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

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APPLICATION / PETITION FORM

Application/Petition For: ZONE CHANGE

Project Address (Location) 7100 W Alexander Road

Project Name Quail Tree Apartments **Proposed Use** Apartments

Assessor's Parcel #(s) 138-03-802-002 **Ward #** 4

General Plan: existing M proposed H **Zoning:** existing R-3 proposed R-4

Commercial Square Footage - **Floor Area Ratio** -

Gross Acres 13.06 **Lots/Units** 416 **Density** 32

Additional Information

PROPERTY OWNER A-T QTA LLC **Contact** Kris Munn

Address 801 S. Rancho Drive, Ste E-4 **Phone:** (702) 671-6060 **Fax:** (702) 385-6967

City Las Vegas **State** NV **Zip** 89106

E-mail Address 7100ata@signaturehomes.com

APPLICANT A-T QTA LLC **Contact** Kris Munn

Address 801 S Rancho Drive, Ste E-4 **Phone:** (702) 671-6060 **Fax:** (702) 385-6967

City Las Vegas **State** NV **Zip** 89106

E-mail Address 7100ata@signaturehomes.com

REPRESENTATIVE **Contact**

Address **Phone:** **Fax:**

City **State** **Zip**

E-mail Address

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Ernest A. Becker III

Subscribed and sworn before me

This 9th day of March, 2010.

Debra S Alston

Notary Public in and for said County and State

DEBRA S. ALSTON
Notary Public State of Nevada
No. 03-84766-1
My appt. exp. Oct. 10, 2011

FOR DEPARTMENT USE ONLY

Case #	ZON 37615
Meeting Date:	4.22.10
Total Fee:	$ 1,200
Date Received:*	3.9.10
Received By:	JFA

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

MAR 09 2010

Application/Petition For: ZONE CHANGE

Project Address (Location) 7100 W Alexander Road

Project Name Quail Tree Apartments **Proposed Use** Apartments

Assessor's Parcel #(s) 138-03-802-003 **Ward #** 4

General Plan: existing M proposed H **Zoning:** existing R-3 proposed R-4

Commercial Square Footage - **Floor Area Ratio** -

Gross Acres 13.06 **Lots/Units** 416 **Density** 32

Additional Information

PROPERTY OWNER ALEXANDER-TENAYA LLC **Contact** Kris Munn

Address 801 S. Rancho Drive, Ste E-4 **Phone:** (702) 671-6060 **Fax:** (702) 385-6967

City Las Vegas **State** NV **Zip** 89106

E-mail Address 7100ata@signaturehomes.com

APPLICANT ALEXANDER-TENAYA LLC **Contact** Kris Munn

Address 801 S Rancho Drive, Ste E-4 **Phone:** (702) 671-6060 **Fax:** (702) 385-6967

City Las Vegas **State** NV **Zip** 89106

E-mail Address 7100ata@signaturehomes.com

REPRESENTATIVE **Contact**

Address **Phone:** **Fax:**

City **State** **Zip**

E-mail Address

Property Owner Signature* Ernest A Becker IV

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Ernest A Becker IV

Subscribed and sworn before me

This 9th day of March, 20 10.

Debra Alston

Notary Public in and for said County and State

DEBRA S. ALSTON
Notary Public State of Nevada
No. 03-84766-1
My appt. exp. Oct. 10, 2011

FOR DEPARTMENT USE ONLY

Case #	ZON 37615
Meeting Date:	4.22.10
Total Fee:	$1,200.-
Date Received:*	3.9.10
Received By:	JPA

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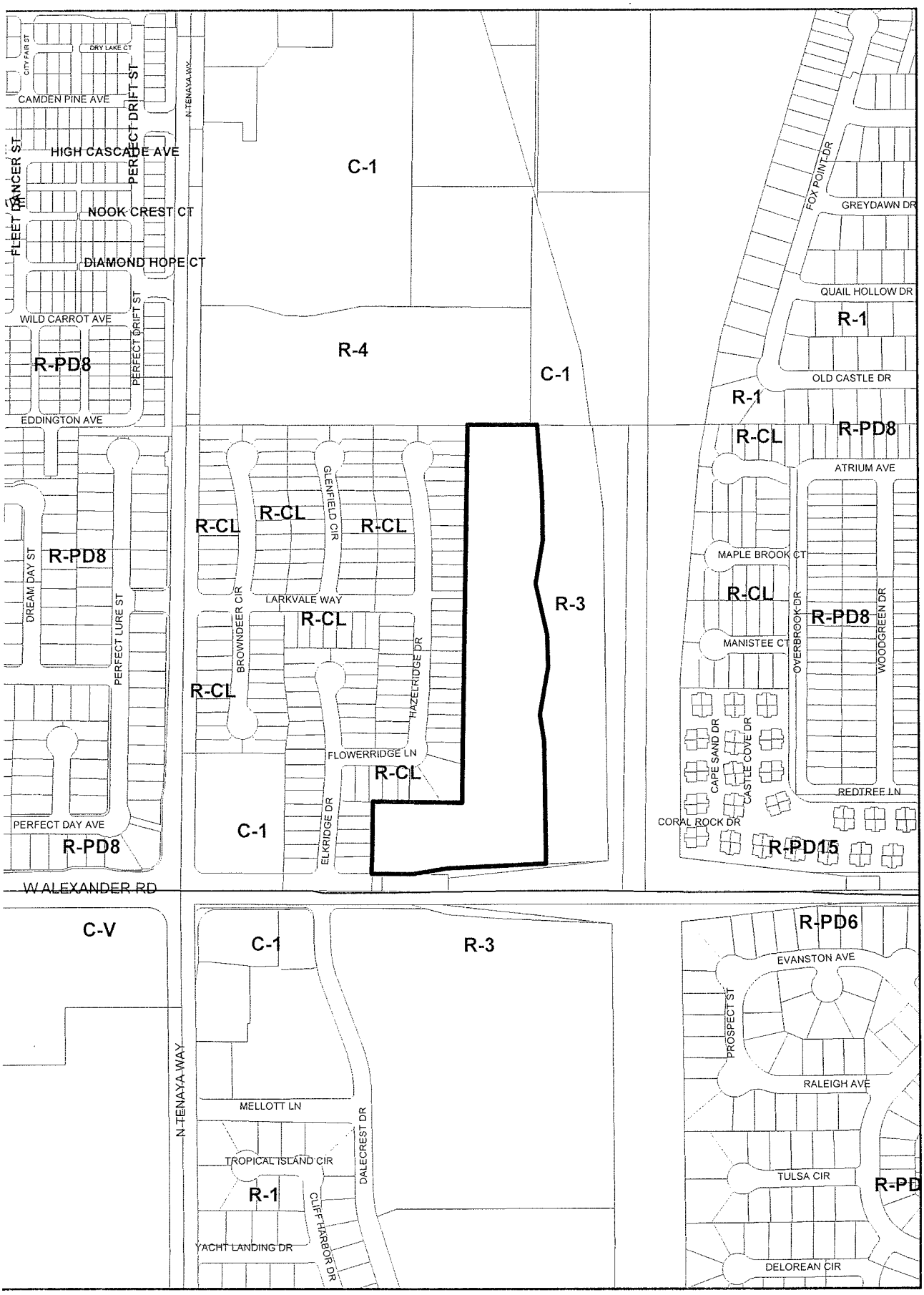
REZONING Parcel: 138-03-802-002



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MAR 09 2010

ZON-37615
04/22/10 PC

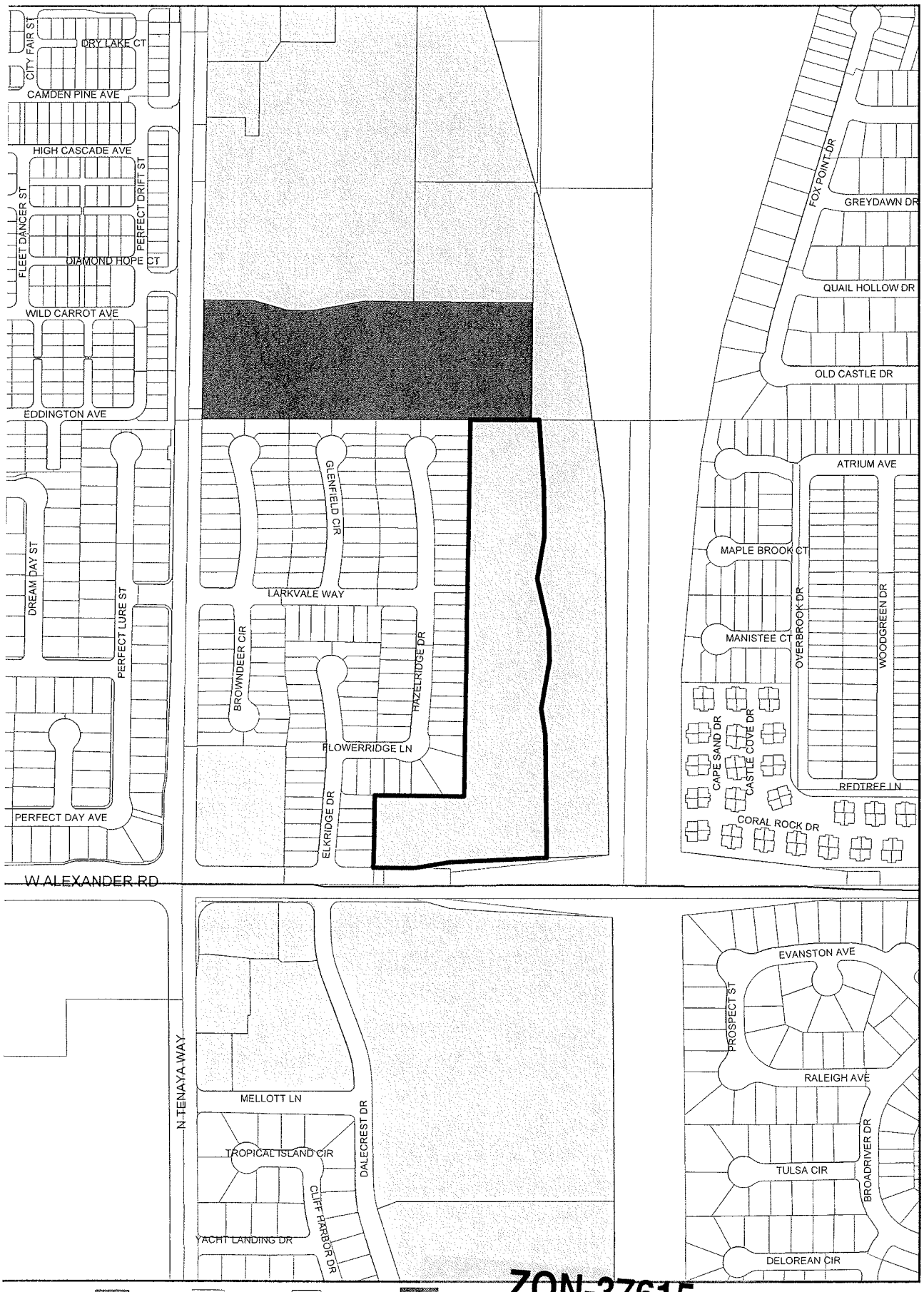
From R-3 to R-4

Data Current as of: March 5, 2010

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
602.229-6301

PLANNING & DEVELOPMENT

REZONING Parcel: 138-03-802-002



ZONING

U R-MH R-MHP PD
R-A R-CL P-R T-D
R-E R-2 N-S TC
C-V R-D R-3 O C-2
C-PB R-PD R-4 C-D C-M
P-C R-1 R-5 C-1 M

ZON-37615
04/22/10 PC

From R-3 to R-4

Data Current as of: March 5, 2010

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MAR 09 2010

VSRW INC.

4080 West Desert Inn Road, W-112
Las Vegas, NV 89102
(702) 222-4747 Fx (702) 248-9421

March 5, 2010

City of Las Vegas
Planning Department
South 4th Street
Las Vegas, NV 89101

RECEIVED
MAR 09 2010

RE: Zone Change Justification letter

To Whom it may concern,

Please accept this letter as the justification letter for a land use request as follows: The property owners of the Quail Tree Apartments are requesting to change the Zoning from R-3 to R-4 multi family residential. The project has an existing operating apartment complex on the western half, with 224 apartment units consisting of studio, 1 bedroom and 2 bedroom units. This request consists of developing the vacant portion of the site with 19 new 1 and 2 bedroom apartments and retro fitting the existing portion with additional parking. Upon completion of the third phase, including 8 new multi family buildings, additional parking and full landscaping. the density will be approximately 32 units per acre including phase 1 when fully developed.

The property is planned to be constructed in two phases. Phase 2 is planned to be improved immediately with Phase 3 constructed after the new Nevada Department of Transportation (NDOT) drainage channel is completed. Phase 2 improvements include four new apartment buildings with associated parking and landscaping. Phase 3 will include an additional four apartment buildings with associated parking and landscaping. Due to the current drainage conditions, phases 2 and 3 cannot be built at the same time. There are no plans to alter the phase 1 portion of the site other than to modify surface drainage and install additional parking. The owners have been working with NDOT to mitigate the drainage impact and have given preliminary approval of a drainage study and plan. The City of Las Vegas as already had a first review of the drainage study.

The east half is currently vacant and has historically been used for storm flow. Because storm water improvements have changed, the necessity for the property to remain vacant has diminished enough to permit construction of a portion of the property now with the remaining property to be constructed when additional storm water improvements are constructed. The owners have been conferring with the NDOT to determine what area of the vacant property can be constructed. A drainage study has been approved by NDOT and is currently under review by the City of Las Vegas.

The request is to allow the project to provide the highest and best use of the site (as it is encumbered by multiple issues). The property itself is long and irregular. This limits the amount of ground area that can be built upon. The storm water that will still flow by the site will restrict the owners from fully developing

ZON-37615
04/22/10 PC

the site in the interim. There is a planned storm drain that will restrict a portion of the south side of the site until NDOT constructs additional improvements. This restriction adversely encumbers the owner's right to fully develop the site.

The proposed zoning from R-3 to R-4 will conform to the General Plan with passage of the General Plan Amendment requested with this application. The project will be an allowed use with passage of the zone change request and is compatible with the surround land uses. While the request is to increase the density on the property it does not attain the highest density possible of 50 units per acre. The owners of the property have been in the Las Vegas Valley for generations and have been developers almost as long. They understand the changing patterns in the community and in development and are now asking for this request to meet the changing patterns.

The property is an in fill project with existing infrastructure surrounding the property. Alexander Road is fully constructed; the existing apartment complex is currently on City utilities and Fire line. There are existing schools and parks within close proximity and the utilities on site are oversized in anticipation of the additional construction.

The project will not adversely affect the surrounding neighborhood. First, the property is adjacent to an approved High density residential use adjacent to the north. The property is partially built on the west half so no additional units will be constructed but additional parking will be added. The vacant portion is buffered from the existing residential to the west by the existing 2 story apartment buildings. The property to the north is vacant and has a General Plan designation of High Density Residential with a zoning designation of R-4. To the east is US-95 with a sound wall buffering the residential further east. To the south is the Alexander Road overpass with existing residential further south.

The proposed Amendment is consistent with several of the City of Las Vegas Policies. In Policy B3 the site is designated for a multi family development with the existing development construction in 1994. The project meets or exceeds Policy B3.1 with the existing 2 story buildings buffering the new proposed 3 story buildings from the existing single family residential to the west, an approved R-4 multifamily development to the north, US-95 to the east and the Alexander overpass to the south. Existing mature landscaping also buffers the residential to the west. Additionally, the height of the new building exceeds the 3 to 1 setback requirements required The proposed project meets Policy B3.2 with the access to the site from Alexander Road, a fully developed 100 foot right-of-way. The project exceeds Policy B.3.3 with mature landscaping buffering the existing multifamily buildings from the single family residential to the west. The proposed project conforms to Policy B.3.4 with the existing complex currently being served by the City of Las Vegas sewer and water.

We believe that this project is in keeping with the plans and policies of the City of Las Vegas and will be a valued asset to the City. We respectfully request your approval of the Zone Change requested. If you have any questions please feel free to call me at 267-7860.

Thank you,

Victor Rodriguez

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MAR 09 2010

ZON-37615
04/22/10 PC

City of Las Vegas Agenda Item No.: **79.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: MAY 19, 2010

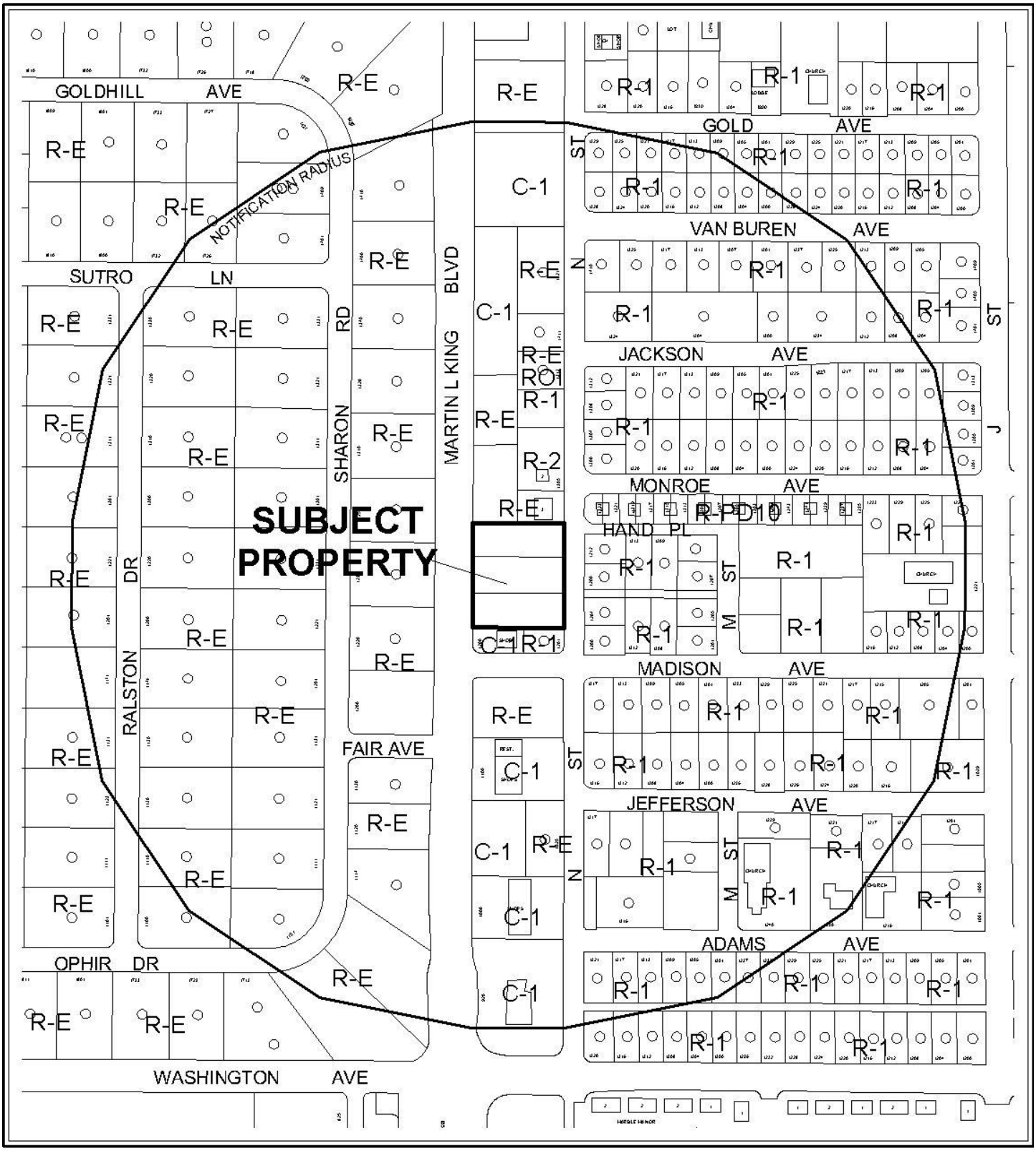
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
ZON-37607 - REZONING - PUBLIC HEARING - APPLICANT: VOLUNTEERS IN MEDICINE OF SOUTHERN NEVADA - OWNER: C & C ASSET MANAGEMENT, LLC - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: C-1 (LIMITED COMMERCIAL) on 1.36 acres on the east side of Martin L. King Boulevard, approximately 60 feet north of Madison Avenue (APNs 139-28-601-001 through 003), Ward 5 (Barlow). The Planning Commission (5-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**5**
City Council Meeting	**0**	**City Council Meeting**	**1**

RECOMMENDATION:
The Planning Commission (5-0 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report - ZON-37607 and SDR-37606
3. Supporting Documentation
4. Photos - ZON-37607 and SDR-37606Justification Letter
5. Justification Letter
6. Support Postcard – ZON-37607 and SDR-37606
7. Backup referenced from April 22, 2010 Planning Commission Meeting Items ZON-37607 and SDR-37606



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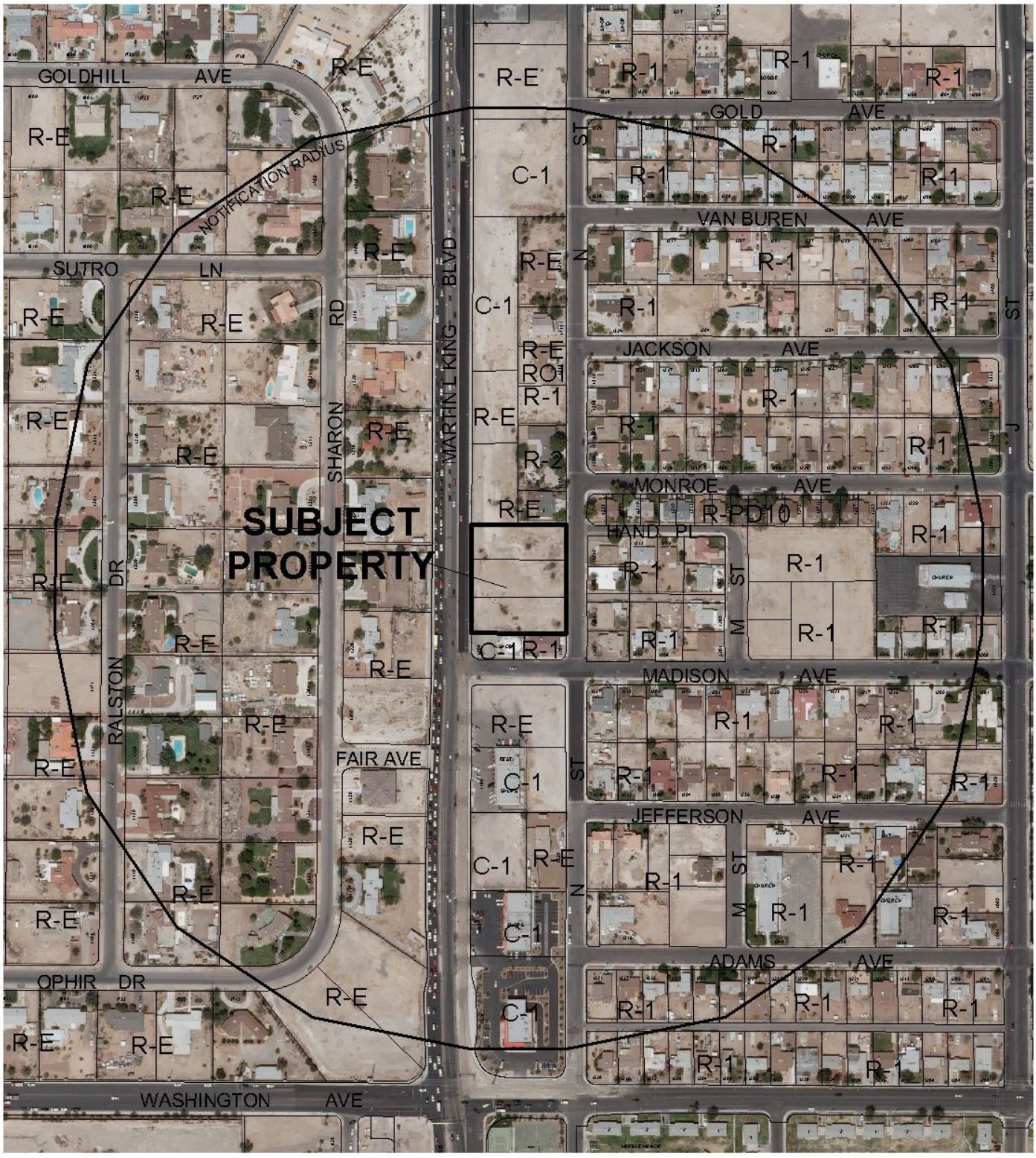
CASE: **ZON-37607**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

PROPOSED ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



0 300 600 Feet

CASE: **ZON-37607**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

PROPOSED ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 19, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: VOLUNTEERS IN MEDICINE OF SOUTHERN NEVADA - OWNER: C & C ASSET MANAGEMENT, LLC

** STAFF RECOMMENDATION(S) **

The Planning Commission (5-0 vote) and Staff recommend APPROVAL, subject to conditions:

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
ZON-37607	Staff recommends APPROVAL.	
SDR-37606	Staff recommends APPROVAL, subject to conditions:	ZON-37607

** CONDITIONS **

SDR-37606 CONDITIONS

Planning and Development

1. The hours of operation shall be from 7:00 a.m. to 10:00 p.m., Monday-Sunday.

2. Approval of Rezoning (ZON-37607) shall be required, if approved.

3. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. All development shall be in conformance with the site plan, landscape plan, and building elevations, date stamped 03/26/10, except as amended by conditions herein.

5. An Exception from Title 19.12.040 is hereby approved to allow thirty-nine landscape buffer trees where fourty-five trees are required.

6. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Building and Safety Department.

7. The applicant shall work with city staff to determine the most appropriate mapping action necessary to consolidate the existing lots. The mapping action shall be completed and recorded prior to the issuance of any building permits.

8. A revised site plan shall be submitted to and approved by the Planning and Development Department, prior to the time application is made for a building permit, to reflect the changes herein. Provide elevations of all new perimeter walls, indicating the height from a minimum of six feet to a maximum of eight feet. Perimeter walls, end walls, and return area walls shall be decorative. Acceptable decorative wall materials include, without limitation, stone decorative block, slump, stone and wrought iron, and shall have a minimum of twenty percent contrasting material.

9. These Conditions of Approval shall be affixed to the cover sheet of the plan set submitted for building permit.

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. The technical landscape plan shall include the following changes from the conceptual landscape plan: one additional parking lot island and tree along the south perimeter plus another tree at the end of the parking spaces at the southwest corner of the lot; all perimeter and parking lot trees shall be depicted as a minimum twenty-four inch box size; for every required perimeter and parking lot tree, four five-gallon shrubs are shall be required.

11. 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.

12. Reflective glazing at the pedestrian level is prohibited. Glazing above the pedestrian level shall be limited to a maximum reflectance rating of 22% (as defined by the National Institute of Standards and Technology).

13. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

14. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

15. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaries. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.

16. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

17. 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.

18. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

19. Coordinate with the Building and Safety Department to determine if existing lot lines are in conflict with the new proposed structure. If it is determined that a mapping or other lot consolidation is required, coordinate with the City Surveyor to determine the most appropriate lot consolidation method. If no mapping is required, then record a Joint Access Agreement between all the parcels comprising this Site Plan.

20. Construct all incomplete half-street improvements on Martin L. King Boulevard and N Street adjacent to this site concurrent with development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site.

21. Remove all substandard public street improvements and unused driveway cuts adjacent to this site, if any, and replace with new improvements meeting current City Standards concurrent with development of this site.

22. Grant a Pedestrian Access Easement for the proposed sidewalk located outside of the public right-of-way prior to the issuance of any permits for this site.

23. 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. Comply with the recommendations of the City Engineer.

24. Landscape and maintain all unimproved right-of-way on Martin L. King Boulevard adjacent to this site.

25. Submit an Encroachment Agreement for all landscaping and private improvements in the Martin L. King Boulevard public right-of-way adjacent to this site prior to occupancy of this site.

26. All landscaping and private improvements installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

27. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing finished floor elevations and drainage patterns for this site prior to submittal of construction plans or the issuance of any building or grading permits, whichever may occur first. Provide and improve all drainageways as recommended.

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site consists of three undeveloped lots totaling 1.36 acres at the northeast corner of Martin Luther King Boulevard and Madison Avenue. This is a request for a Site Development Plan Review (SDR-37606) for a proposed 17 foot tall single-story 12,000 square feet clinic. The applicant is proposing to Rezone (ZON-37607) all three sites site from R-E (Residence Estates) to C-1 (Limited Commercial), as a clinic use is not permitted in the current R-E (Residence Estates) zoning designation. Therefore, staff is recommending approval. If these applications are denied, the site will remain undeveloped.

ISSUES

- The site currently consists of three parcels and must be remapped prior to issuance of building permits to combine these lots so that no lot line extends through any structure.
- The applicant is requesting an Exception to allow thirty-nine landscape buffer trees where fourty-five trees are required.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
06/07/06	The City Council approved a Site Development Plan Review (SDR-12315) for a 2,520 square-foot retail building and a Waiver to allow no perimeter walls, where 6-foot high walls are required. Planning Commission and staff recommended approval. The Site Development Plan Review (SDR-12315) expired on 06/07/08, since no building permit was issued, nor an Extension of Time approved.
06/07/06	The City Council approved a Rezoning (ZON-12317) from R-E (Residential Estates) to C-1 (Limited Commercial) on .45 acres by Resolution of Intent. This approval was for APN 139-28-601-001 only. The Rezoning (ZON-12317) expired on 06/07/08, since no building permit was issued, nor an Extension of Time approved.
06/07/06	The City Council approved a Variance (VAR-12319) to allow an 86-foot lot width where 100 feet is the minimum lot width required and to allow a trash enclosure 8 feet from a residential use where 50 feet is the minimum distance separation required on .45 acres. This approval was for APN 139-28-601-001 only. The Variance (VAR-12319) expired on 06/07/08, since no building permit was issued, nor an Extension of Time approved.
04/22/10	The Planning Commission (5-0 vote) recommended APPROVAL of companion items (ZON-37607 and SDR-37606 concurrently (PC Agenda Item #31-32/jg).

Most Recent Change of Ownership	
11/14/07	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
No building permits or business licenses have been issued.

Pre-Application Meeting	
02/24/10	A pre-application meeting was held. Submittal requirements were discussed, a Medical Clinic is proposed, Clinic use is not permitted in the O (Office) Zoning Designation and the property has not been addressed.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
03/18/10	Three vacants lots, which contain weeds, trash and various debris, were observed.

Details of Application Request	
Site Area	
Net Acres	1.36

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped	C (Commercial Downtown Land-Use)	R-E (Residential Estates)
North	Single-Family Residence	C (Commercial Downtown Land-Use)	R-E (Residential Estates)
South	Single-Family Residence and General Personal Service	C (Commercial Downtown Land-Use)	R-1 (Single Family Residential) and C-1 (Limited Commercial)
East	Single-Family Residence	L (Low Density Residential)	R-1 (Single Family Residential)
West	Single-Family Residence	R (Rural Density Residential)	R-E (Residential Estates)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area			
West Las Vegas Plan	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (140 feet)	X		Y
Trails		X	
Rural Preservation Overlay District		X	
Las Vegas Redevelopment Plan Area	X		Y
Development Impact Notification Assessment		X	
Project of Regional Significance		X	

DEVELOPMENT STANDARDS

Per 19.08.050

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Width	100 Feet	259 Feet	Y
Min. Setbacks			
• Front	20 Feet	76'9" Feet	Y
• Side	10 Feet	16 Feet	Y
• Rear	20 Feet	20 Feet	Y
Max. Lot Coverage	50%	20%	Y
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	Screened and Gated	By Condition
Mech. Equipment	Screened	Screened	By Condition

Per Title 19.08.060

Residential Adjacency Standards	*Required*	*Provided*	*Compliance*
3:1 proximity slope	51 Feet	168 Feet	Y
Adjacent development matching setback	10 Feet North 5 Feet South	19 Feet North 147 Feet South	Y
Trash Enclosure	50 Feet	62 Feet	Y

Per 19.12.040

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Ratio	***Trees***		
Buffer Trees:				
• North	1 Tree / 20 Linear Feet	12 Trees	11 Trees	N
• South (E1/3)	1 Tree / 20 Linear Feet	5 Trees	5 Trees	Y
• South (W2/3)	1 Tree / 30 Linear Feet	5 Trees	5 Trees	Y
• East	1 Tree / 20 Linear Feet	13 Trees	10 Trees	N
• West	1 Tree / 20 Linear Feet	10 Trees	8 Trees	N
TOTAL PERIMETER TREES		**45 Trees**	**39 Trees**	**N**
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces	14 Trees	14 Trees	By Condition
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width				
• North	8 Feet		16 Feet	Y
• South	8 Feet		10 Feet	Y
• East	15 Feet		15 Feet	Y
• West	15 Feet		17 Feet	Y
Wall Height	6 to 8 Feet Adjacent to Residential		Not Indicated	By Condition

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
	Gross Floor Area or Number of Units	***Required***			***Provided***		***Compliance***
			Parking		*Parking*		
Use		***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
Clinic	2,000	1:200	10		10		Y
Clinic	10,000	1:250	40		51		Y
TOTAL SPACES REQUIRED			50		61		Y
TOTAL (With Handicapped)			48	2	58	3	Y
Loading Spaces		N/A	2		2		Y

Exceptions		
Requirement	***Request***	***Staff Recommendation***
45 total perimeter trees are required in the landscape buffers	To allow 39 trees in the perimeter landscape buffers	Approval

ANALYSIS

The proposed Clinic is located on three undeveloped lots totaling 1.36 acres at the northeast corner of Martin Luther King Boulevard and Madison Avenue. The majority of parcels south of Madison Avenue and Between Martin Luther King Boulevard and "N" Street down to Washington Avenue which consists of mainly retail and restaurants are presently zoned C-1 (Limited Commercial), and therefore the proposed zoning district is compatible with other zoning districts in the area. The Downtown Redevelopment Area is intended to accommodate commercial uses along the east side of Martin Luther King Boulevard, and therefore the proposed C-1 (Limited Commercial) zoning district is appropriate. The proposed Clinic would bring a much needed public service to the local residents. The proposed Clinic meets Title 19 Commercial Development, Residential Adjacency and Landscape and Buffer Standards with the requested Exception of thirty-nine landscape buffer trees where forty-five are required. Staff can support the requested Exception request, as the development will provide adequate landscaping and screening mechanisms to diminish the visual impact. Parking requirements are satisfied by provision of 61 onsite parking spaces. Access will be provided to the site by two driveways off of Martin Luther King Boulevard. Staff therefore recommends approval.

FINDINGS (ZON-37607)

In order to approve a Rezoning application, pursuant to Title 19.18.040, the Planning Commission or City Council must affirm the following:

1. **The proposal conforms to the General Plan.**

   The site is designated C (Commercial) on the Southeast Sector Land Use Plan Map of the General Plan. The proposed C-1 (Limited Commercial) Zoning designation is in conformance with the existing General Plan designation.

2. **The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts.**

   The proposed C-1 (Limited Commercial) zoning will be compatible with surrounding land uses and zoning districts. The low-intensity commercial uses allowed in this district are intended to transition from more intense commercial development to existing residential uses by maintaining a residential character, thereby ensuring compatibility with the adjacent residential uses.

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

Given the amount of traffic on Martin Luther King Boulevard, new residential development is not appropriate in this area. The majority of parcels south of Madison Avenue and Between Martin Luther King Boulevard and "N" Street down to Washington Avenue are presently zoned C-1 (Limited Commercial).

4. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district.**

   Access to this site is provided from Martin Luther King Boulevard, a fully improved 100-foot wide Arterial Street as designated by the Master Plan of Streets and Highways. The proposed development of the site will be sufficiently served by existing roadway facilities.

FINDINGS (SDR-37606)

In order to approve a Site Development Plan application, per Title 19.18.050 the Planning Commission and/or City Council must affirm the following:

1. **The proposed development is compatible with adjacent development and development in the area;**

   The proposed Clinic is compatible with adjacent development and development in the area, which consists of mainly retail and restaurants. The proposed Medical Clinic would allow the applicant to provide a much needed service to the local residents.

2. **The proposed development is consistent with the General Plan, this Title, the Design Standards Manual, the Landscape, Wall and Buffer Standards, and other duly-adopted city plans, policies and standards;**

   The proposed development is consistent with the C (Commercial) designation and Title 19 Commercial Development Standards.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   Site access is provided directly from Martin Luther King Boulevard, a fully improved 100-foot wide Arterial Street as designated by the Master Plan of Streets and Highways. The proposed development of the site will be sufficiently served by existing roadway facilities.

4. **Building and landscape materials are appropriate for the area and for the City;**

   The proposed landscape, as conditioned, is appropriate for the area and for the City. The building materials are appropriate for a Clinic and will provide a modern-looking building to the surrounding community.

5. **Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;**

   The proposed Clinic design characteristics and architectural features are appropriate and will be harmonious and compatible with adjacent commercial development in the area.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   The proposed Clinic will be subject to Building and Safety and Planning and Development inspections; therefore, this development will not compromise the public, health, safety or welfare.

PLANNING COMMISSION ACTION
The Planning Commission added condition #1 to which the applicant agreed.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 22

NOTICES MAILED 216 (By City Clerk)

APPROVALS 5

PROTESTS 2

PLANNING & DEVELOPMENT

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **ZON-37607** APN: 139-28-601-001,002,003

Name of Property Owner: C & C Asset Management, LLC

Name of Applicant: Volunteers in Medicine of Southern Nevada

Name of Representative: Jacquelyn Rinaldi

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: [signature]

Partner(s): _____ _____

APN: _____

C & C Assets Management LLC

Signature of Property Owner: by Jordan S Primack manager member

Print Name: Jordan S Primack

Subscribed and sworn before me

This 8 day of March, 2010

Dorothy M Sweet

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
DOROTHY M SWEET
Appt No 93-1250-1
My Appt. Expires April 30, 2012

RECEIVED
MAR 09 2010

PLANNING & DEVELOPMENT

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Re-Zoning

Project Address (Location) MLK and Madison

Project Name MLK Vacant Land **Proposed Use** Medical Clinic

Assessor's Parcel #(s) 139-28-601-001,002,003 **Ward #** _____

General Plan: existing Comm. proposed Com **Zoning:** existing R-E proposed C-1

Commercial Square Footage ~~12,500~~ 12,500 **Floor Area Ratio** N/A

Gross Acres 1.356 **Lots/Units** 3 **Density** N/A

Additional Information N/A

PROPERTY OWNER C&C Asset Management, LLC **Contact** Jordie Primack

Address 1000 North Green Valley Parkway #440-355 **Phone:** 858-4051 **Fax:** 315-7895

City Henderson **State** Nevada **Zip** 89074

E-mail Address closing3@yahoo.com / bcvegas@yahoo.com

APPLICANT Volunteers in Medicine of Southern NV **Contact** ~~Gard Jamison~~ Mario Moya

Address 4770 Harrison Drive #105 **Phone:** ~~271-3409~~ 967-0530 **Fax:** ~~262-9707~~ 967-0538

City Las Vegas **State** Nevada **Zip** 89121

E-mail Address ~~gardj@attglobal.net~~ mario@vmsn.org

REPRESENTATIVE Millennium Commercial Properties **Contact** Jacquelyn Rinaldi

Address 3900 South Hualapai Way #200 **Phone:** 688-6446 **Fax:** 688-6446

City Las Vegas **State** Nevada **Zip** 89147

E-mail Address jacquelyn@mpdnv.com

C&C Asset Management, LLC

Property Owner Signature* by Jordan S. Primack Manager Member

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Jordan S. Primack

Subscribed and sworn before me

This 8 day of March, 20 10.

Dorothy M Sweet

Notary Public in and for said County and State

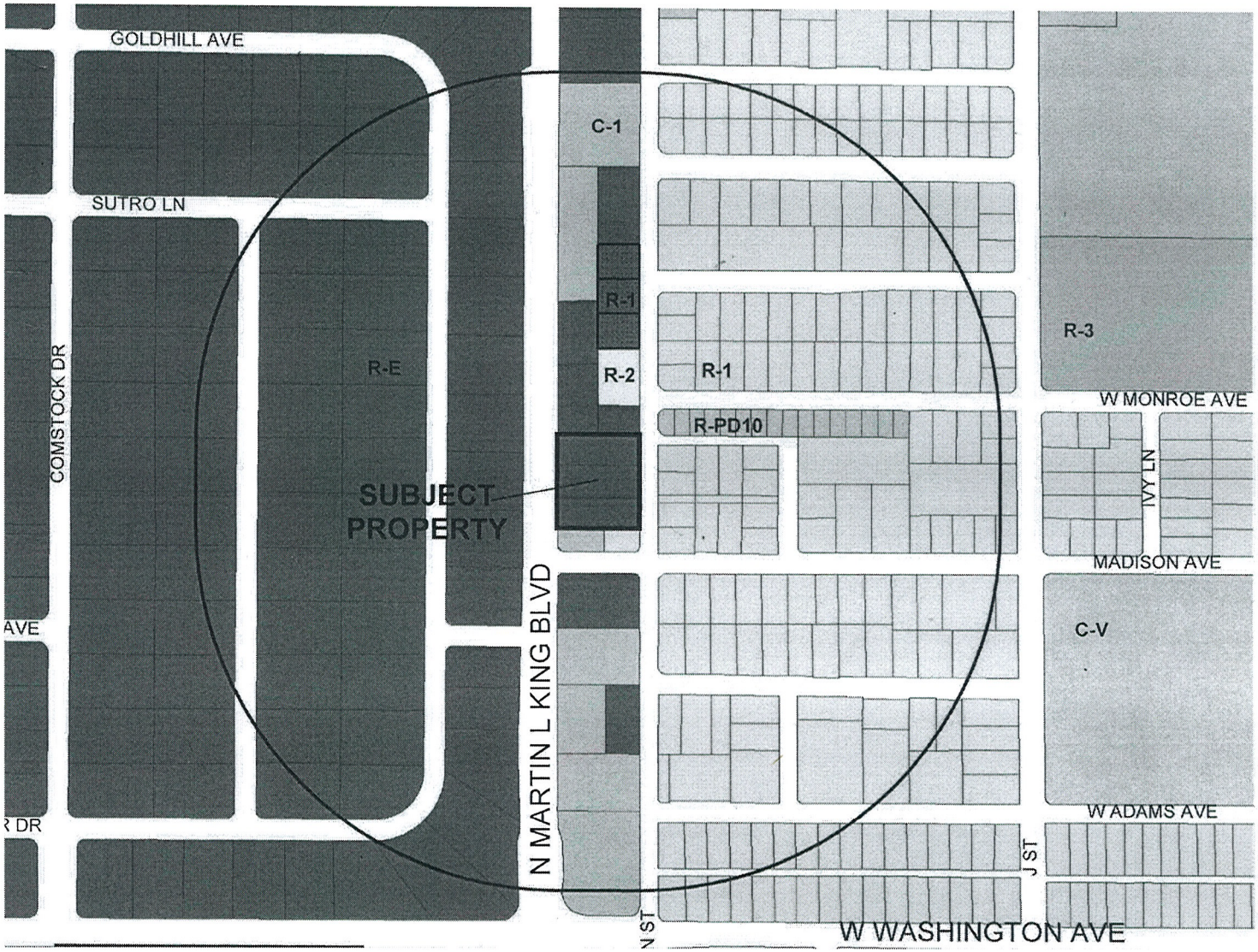
RECEIVED
MAR 09 2010

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
DOROTHY M SWEET
Appt No 93-1250-1
My Appt. Expires April 30, 2012

FOR DEPARTMENT USE ONLY

Case #	ZON-37607
Meeting Date:	04/22/10
Total Fee:	$ 1200.00
Date Received:*	03/09/10
Received By:	Jonathan B.

*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.



Volunteers in Medicine of Southern Nevada

RECEIVED
MAR 09 2010

VOLUNTEERS IN MEDICINE OF SOUTHERN NEVADA

ZONING PACKAGE

SH ARCHITECTURE

ZON-37607

04/22/10 PC



ZON-37607 & SDR-37606 - APPLICANT: VOLUNTEERS IN MEDICINE OF SOUTHERN NEVADA - OWNER: C & C ASSET MANAGEMENT, LLC
MARTIN L KING BOULEVARD, EAST OF MADISON AVENUE

03/18/10



ZON-37607 & SDR-37606 - APPLICANT: VOLUNTEERS IN MEDICINE OF SOUTHERN NEVADA - OWNER: C & C ASSET MANAGEMENT, LLC
MARTIN L KING BOULEVARD, EAST OF MADISON AVENUE

03/18/10

Millennium
Commercial Properties

March 9, 2010

City of Las Vegas Planning Department
731 South 4th Street
Las Vegas, Nevada 89101

Re: Justification Letter for Re-Zoning
Current Zoning: R-E
APN: 139-28-601-001, 002, 003

To Whom It May Concern:

Please be advised that our office represents Volunteers in Medicine of Southern Nevada, Inc (the "Applicant") with respect to the above referenced land use zone change. This letter serves as justification for the Applicant's request to change the current zoning (R-E) to commercial zoning of C-1, for the three contiguous parcels located on Martin Luther King Boulevard and Madison, for a total of 1.34 acres.

The City of Las Vegas Planning Commission approved a zone change on these three parcels to C-1 which expired on June 07, 2008. The master plan zoning is commercial.

Volunteers in Medicine of Southern Nevada, Inc. (www.vmsn.org) will be opening their second clinic in Southern Nevada at this location which will also be its flag ship clinic; providing free health care to the uninsured population of Las Vegas. In 2009 there were an estimated 350,000 uninsured residence in Clark County.

The normal business hours for the clinic will be as follows: Monday, Wednesday, and Friday 9am to 5pm; Tuesday and Thursday 4pm to 8pm.

We thank you in advance for your consideration of this matter. Should you have any additional questions or concerns, please feel free to contact me.

Sincerely Yours,

Jacquelyn A. Rinaldi

RECEIVED
MAR 09 2010

ZON-37607
04/22/10 PC

Off: 702 688.6400
Fax: 702 688.6440
jacquelyn@mpdnv.com
RE/MAX COMMERCIAL
3900 South Hualapai Way
Suite 200
Las Vegas Nevada 89147

Each office is independently owned and operated.

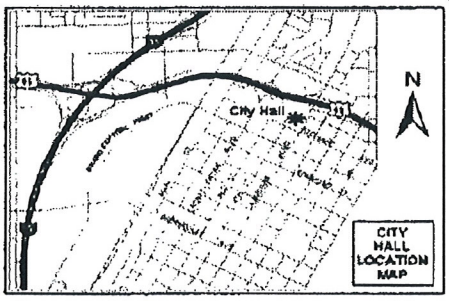
City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 MAY 07 2010
MAILED FROM ZIP CODE 89101

Return Service Requested

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-37607 & SDR-37606

City Council Meeting of 5/19/2010

C & C ASSET MANAGEMENT L L C
1000 N GREEN VALLEY PKWY
#440-355
HENDERSON NV 89074-6170

APN#13928601001

CAVDS11 A8074

RECEIVED
CITY CLERK
2010 MAY 10 A 8:59

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
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 ...e of this card to (702) 385-7268. If you would like to contact your Council ...presentative, please call (702) 229-6405.

☒ I SUPPORT this Request

☐ I OPPOSE this Request

...e use available blank space on card for your comments.

...37607 & SDR-37606

...ng Commission Meeting of 4/22/2010

...ed after final agenda

4/22/10 Item 31&32

PRESORTED FIRST CLASS

UNITED STATES POSTAGE $ 00.41⁴ APR 09 2010 MAILED FROM ZIP CODE 89101
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13928501009
STOWERS STEVIE D & TERRY D
8530 GLADE MINNOW AVE
LAS VEGAS NV 89113-1740

Case: ZON-37607

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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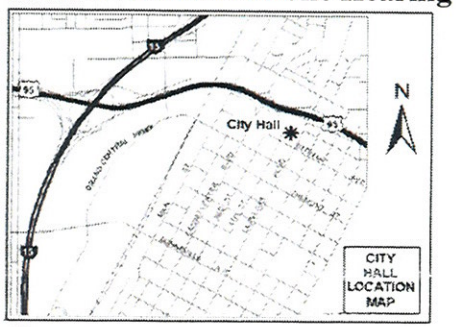

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-37607 & SDR-37606
Planning Commission Meeting of 4/22/2010

Case: ZON-37607

13928501005
J G M HOLDINGS L L C
%G MARCELLINO
2225 E 74TH ST
BROOKLYN NY 11234-6603

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APR 20 2010

Submitted after final agenda
Date 4/22/10 Item 31-34 A

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Planning & Development Department
Development Services Center
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Las Vegas, Nevada 89101-2986

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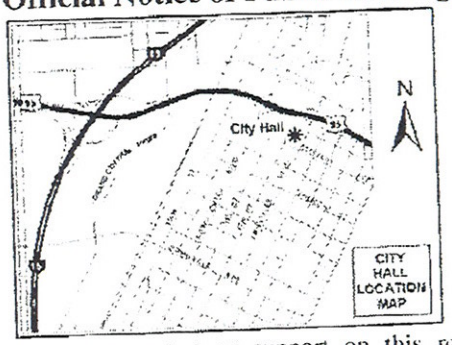

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Case: ZON-37607

13928512004
JACKSON KATHY M
1317 W JACKSON AVE
LAS VEGAS NV 89106-2854

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-37607 & SDR-37606

Planning Commission Meeting of 4/22/2010

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Submitted after final agenda
Date 4/22/10
Item 31-32
A

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Las Vegas, Nevada 89101-2986

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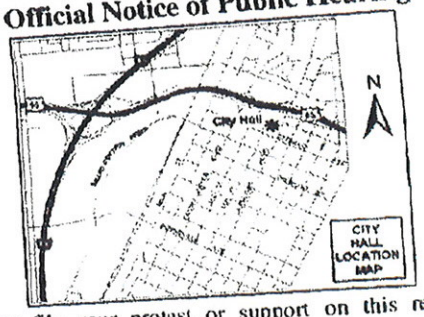

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Case: ZON-37607

13928601003
C & C ASSET MANAGEMENT L L C
1000 N GREEN VALLEY PKWY
#440-355
HENDERSON NV 89074-6170

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-37607 & SDR-37606

Planning Commission Meeting of 4/22/2010

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Submitted after final agenda
Date 4/22 PC Item 31-32 A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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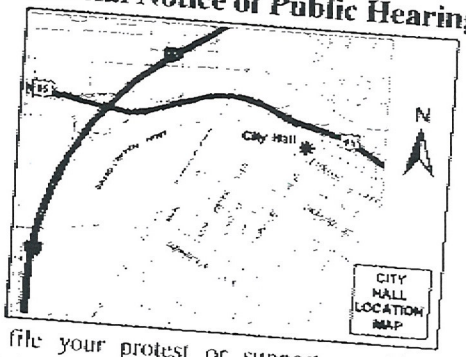
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-37607 & SDR-37606

Planning Commission Meeting of 4/22/2010

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13928605005 Case: ZON-37607
BURNS JAMES E & ABERY
1217 W MADISON AVE
LAS VEGAS NV 89106-2823

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APR 12 2010

31-32
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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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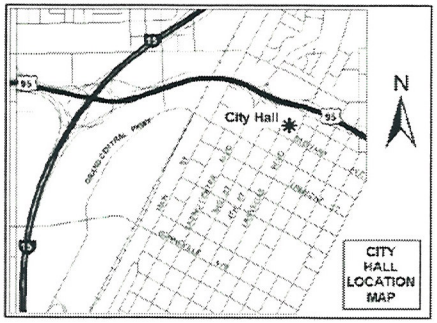

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-37607 & SDR-37606

Planning Commission Meeting of 4/22/2010

Case: ZON-37607
13928110088
FELIX LEON JR & RUBY LEE
1421 SHARON RD
LAS VEGAS NV 89106-2041

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APR 13 2010

31-32
P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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FIRST CLASS

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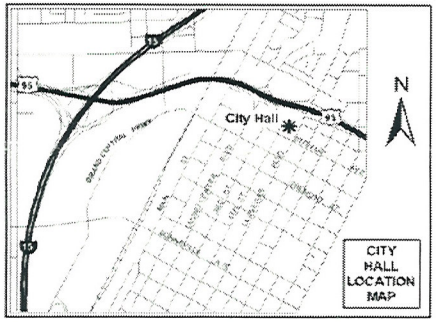
Official Notice of Public Hearing



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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-37607 & SDR-37606

Planning Commission Meeting of 4/22/2010

Case: ZON-37607

13928504009
SMITH LEONARD S
1324 JACKSON AVE
LAS VEGAS NV 89106-2865

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APR 13 2010

A 3/3-32

City of Las Vegas Agenda Item No.: **80.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: MAY 19, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

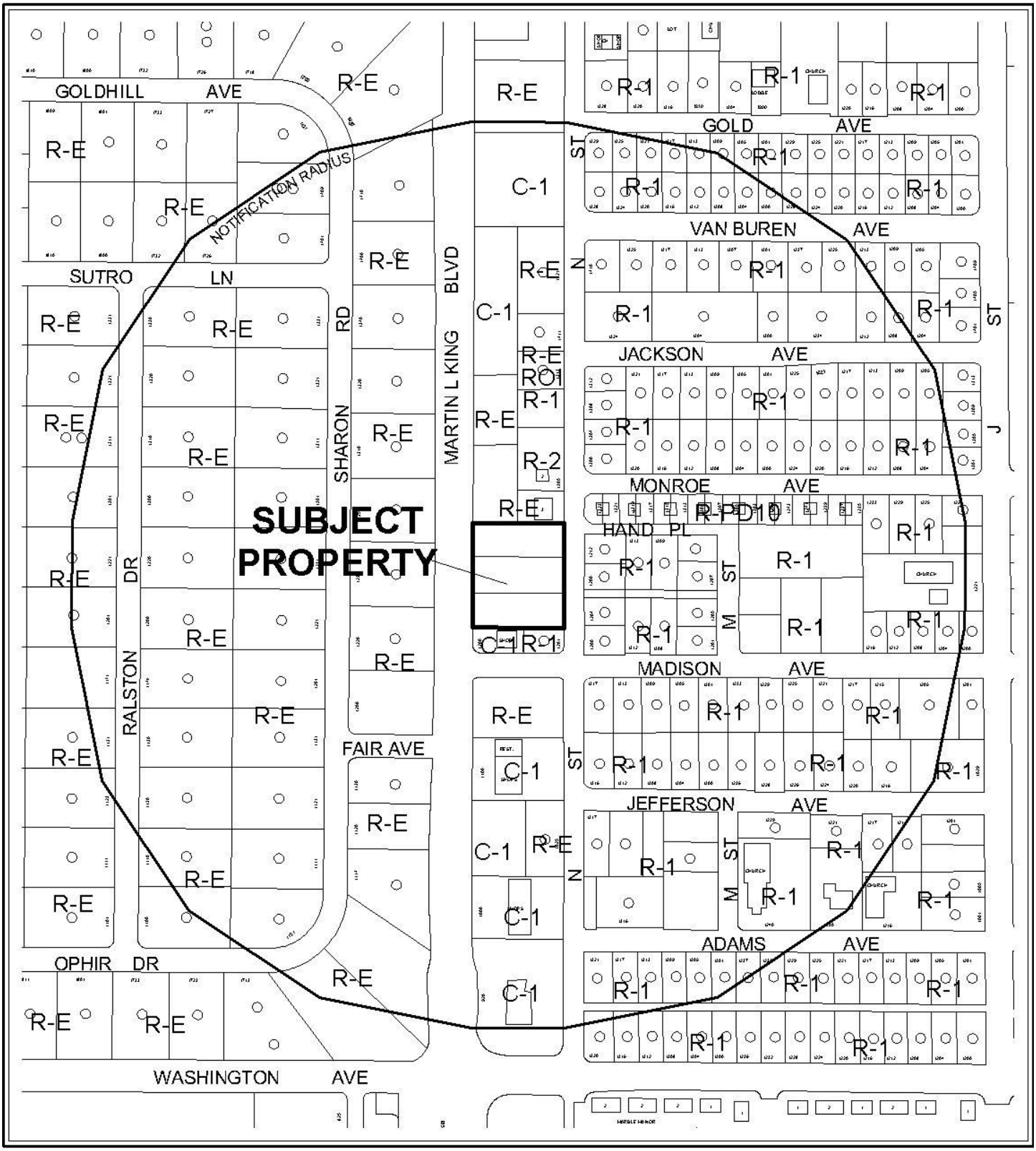
SUBJECT:
SDR-37606 - SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-37607 - PUBLIC HEARING - APPLICANT: VOLUNTEERS IN MEDICINE OF SOUTHERN NEVADA - OWNER: C & C ASSET MANAGEMENT, LLC - Request for a Site Development Plan Review FOR A PROPOSED ONE-STORY, 17-FOOT, 12,000 SQUARE-FOOT CLINIC on 1.36 acres on the east side of Martin L. King Boulevard, approximately 60 feet north of Madison Avenue (APNs 139-28-601-001 through 003), R-E (Residence Estates) Zone [PROPOSED: C-1 (Limited Commercial)], Ward 5 (Barlow). The Planning Commission (5-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**5**
City Council Meeting	**0**	**City Council Meeting**	**1**

RECOMMENDATION:
The Planning Commission (5-0 vote) and Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Location and Aerial Maps
3. Supporting Documentation
4. Justification Letter
5. Support Postcard – ZON-37607 and SDR-37606

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

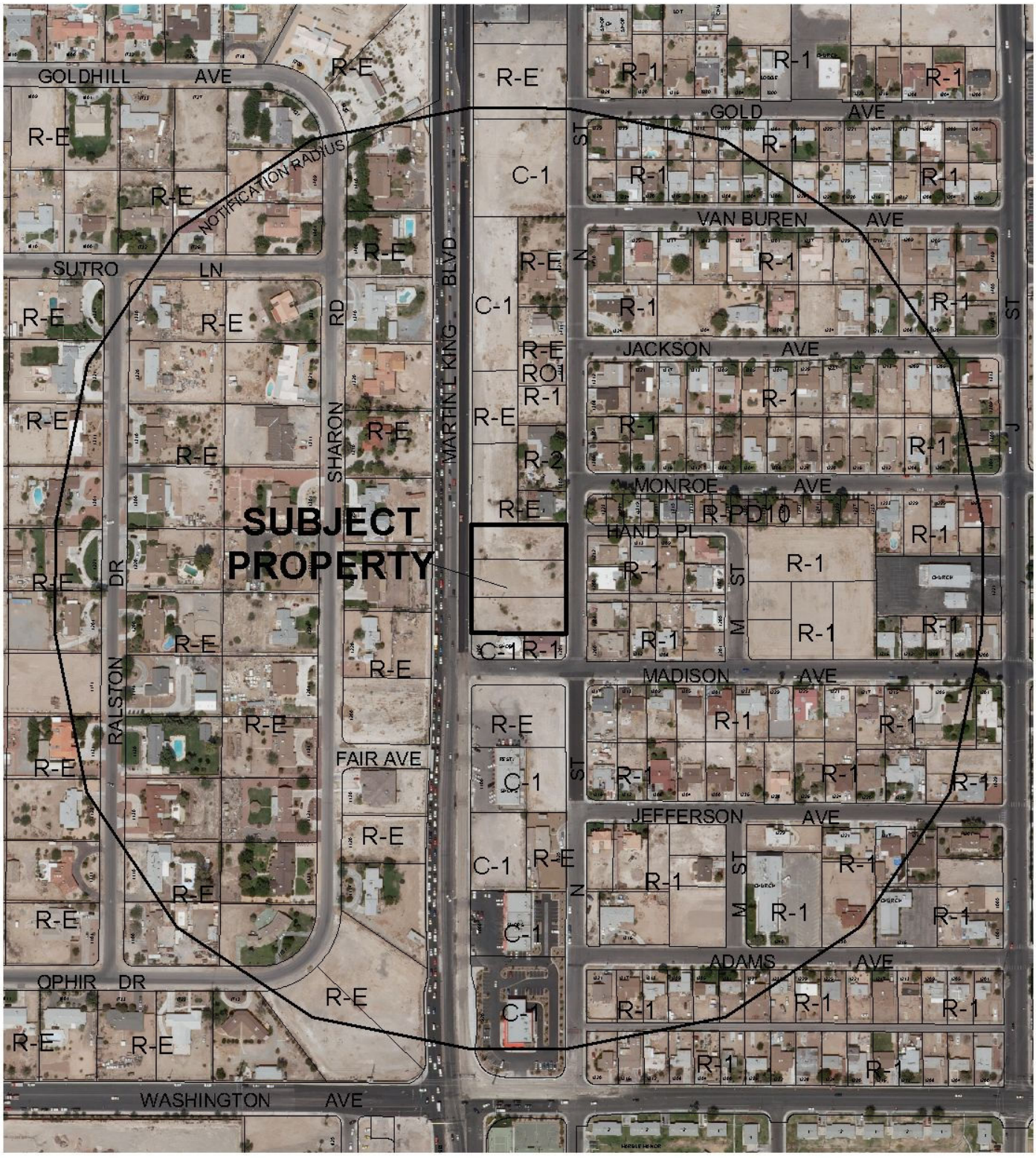


CASE: **SDR-37606**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

PROPOSED ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



0 300 600 Feet

CASE: **SDR-37606**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

PROPOSED ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-37606** APN: 139-28-601-001,002,003

Name of Property Owner: C & C Asset Management, LLC

Name of Applicant: Volunteers in Medicine of Southern Nevada

Name of Representative: Jacquelyn Rinaldi

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: N/A

Partner(s): _____ _____

APN: _____

Signature of Property Owner: C & C ASSET MANAGEMENT, LLC by Gordon S. Primack manager/Member

Print Name: GORDON S. PRIMACK

Subscribed and sworn before me

This 8 day of March, 2010

Dorothy M Sweet

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
DOROTHY M. SWEET
Appt No 93-1250-1
My Appt. Expires April 30, 2012

RECEIVED
MAR 09 2010

PLANNING & DEVELOPMENT
DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Site Development Plan Review

Project Address (Location) MLK and Madison

Project Name MLK Vacant Land **Proposed Use** Medical Clinic

Assessor's Parcel #(s) 139-28-601-001,002,003 **Ward #** _____

General Plan: existing Comm. proposed Com **Zoning:** existing R-E proposed C-1

Commercial Square Footage ~~12,000~~ 12,500 **Floor Area Ratio** N/A GP

Gross Acres 1.356 **Lots/Units** 3 **Density** N/A GP

Additional Information N/A GP

PROPERTY OWNER C&C Asset Management, LLC **Contact** Jordie Primack

Address 1000 North Green Valley Parkway #440-355 **Phone:** 858-4051 **Fax:** 315-7895

City Henderson **State** Nevada **Zip** 89074

E-mail Address closing3@yahoo.com / bcvegas@yahoo.com

APPLICANT Volunteers in Medicine of Southern NV **Contact** ~~Gard Jamison~~ Mario Moya

Address 4770 Harrison Drive #105 **Phone:** ~~271-3409~~ 967-0530 **Fax:** ~~262-9707~~ 967-0538

City Las Vegas **State** Nevada **Zip** 89121

E-mail Address ~~gardj@attglobal.net~~ mario@vmsn.org

REPRESENTATIVE Millennium Commercial Properties **Contact** Jacquelyn Rinaldi

Address 3900 South Hualapai Way #200 **Phone:** 688-6446 **Fax:** 688-6446

City Las Vegas **State** Nevada **Zip** 89147

E-mail Address jacquelyn@mpdnv.com

C/C ASSET MANAGEMENT, LLC

Property Owner Signature* Jordan S. Primack Manager Member

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name JORDAN S. PRIMACK

Subscribed and sworn before me

This 8 day of March, 20 10.

RECEIVED
MAR 09 2010

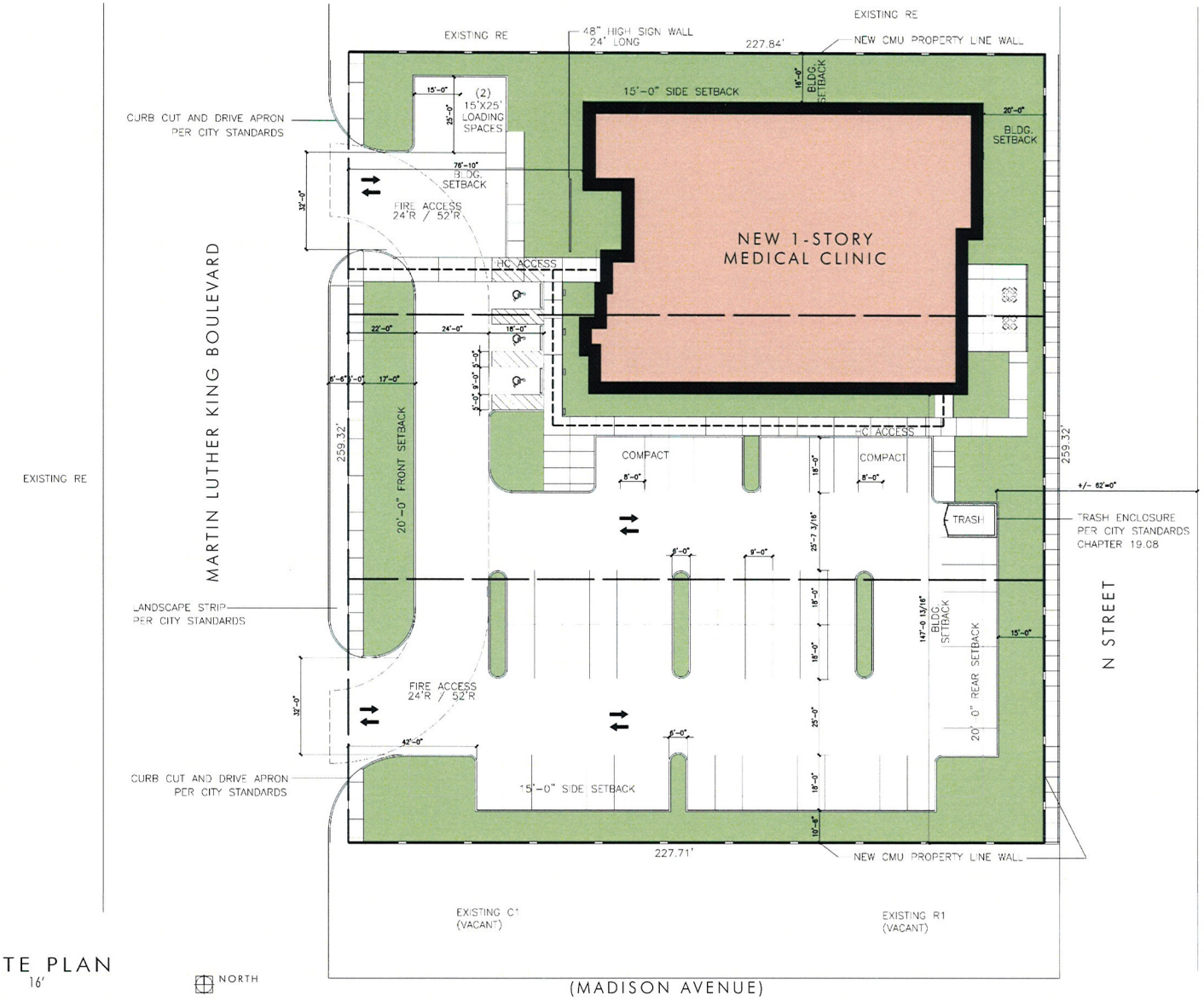
Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
DOROTHY M SWEET
Appt No 93-1250-1
My Appt. Expires April 30, 2012

FOR DEPARTMENT USE ONLY

Case #	SDR-37606
Meeting Date:	04/22/10
Total Fee:	1030.00
Date Received:*	03/09/10
Received By:	Jonathan B.

*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.



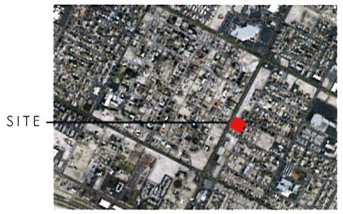
SITE PLAN
16'

Volunteers in Medicine of Southern Nevada

SITE DATA

APN:	13928601001 13928601002 13928601003
JURISDICTION:	City of Las Vegas
ZONING:	App No: ZON-12317 (exp. 06/07/2008) C-1
LAND USE:	Not Available
LOT SIZE:	
ACREAGE	1.356 AC
SQUARE FOOTAGE	59,060 SF
BUILDING SIZE:	
AREA	12,000 SF
SETBACKS:	
BUILDING:	
FRONT	76'-9" (20' req.)
SIDE	16' (8' req.)
REAR	20' (8' req.)
LANDSCAPE:	
FRONT	22' (15' adjacent ROW)
N. SIDE	16' (8' adjacent R)
S. SIDE	10'-6" (8' req'd)
REAR	15' (8' adjacent R)
BUILDING COVERAGE:	AREA %
REQUIRED	50%
PROVIDED	12,000 SF 20.3%
PARKING:	
REQUIRED	1:200<2000 = 10 1:250<2000 = 40 Total = 50
PROVIDED	Standard = 48 Compact = 10 17% HC Standard = 3 (1 van) Total = 61

ALL BUILDING AREAS, LAND COVERAGE AND PARKING TABULATIONS ARE PRELIMINARY AND SUBJECT TO CHANGE. ANY PROPOSED DEVELOPMENT IS SUBJECT TO REVIEW AND APPROVAL OF GOVERNMENTAL AGENCIES



VICINITY MAP NTS NORTH

VOLUNTEERS IN MEDICINE OF SOUTHERN NEVADA

ZONING PACKAGE

SDR-37606
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MAR 26 2010

ARCHITECTURE
7373 Peak Drive Suite 250 Las Vegas Nevada 89128
ph 702.363.2222 fax 702.363.6060 www.sh-architecture.com



LANDSCAPE PLAN
16'
NORTH

Volunteers in Medicine of Southern Nevada

SYMBOL	BOTANICAL NAME	COMMON NAME	QUANTITY
TREES			
	CERCIDIUM FLORIDUM	BLUE PALO VERDE	8
	CHILOPSIS LINEARIS	DESERT WILLOW	13
	CHITALPA TASHKENTENSIS	CHITALPA	18
	PINUS ELDARICA	MONDELL PINE	17

TYPICAL SHRUBS

BACCHARIS PILULARIS 'TWIN PEAKS'	DWARF COYOTE BRUSH
CAESALPINIA PULCHERRIMA	RED BIRD OF PARADISE
CASSIA ARTEMISIODES	FEATHER CASSIA
DIETES BICOLOR	FORTNIGHT LILY
HESPERALOE PARVIFLORA	RED HESPERALOE
HYMENOXYS ACAULIS	ANGELITA DAISY
LANTANA MONTIVIDENSIS	PURPLE TRAILING LANTANA
LEUCOPHYLLUM FRUTESCENS 'COMPACTA'	COMPACT TEXAS RANGER
MUHLENBERGIA RIGENS	DEER GRASS
PENNISETUM SP.	FOUNTAIN GRASS
PITTOSPORUM TOBIRA ' VARIEGATA'	VARIEGATED MOCK ORANGE
PHOTINIA FRASERII	RED TIP PHOTONIA
PYRACANTHA COCCINEA 'LOWBOY'	PROSTRATE FIRETHORN
RAPHIOLEPIS INDICA CLARA	INDIAN HAWTHORNE
ROSMARINUS OFFICINALIS 'HUNTINGTON CARPET'	HUNTINGTON BLUE ROSEMARY
SALVIA CLEVELANDII	CALIFORNIA BLUE SAGE
SALVIA GREGGII	AUTUMN SAGE
TRACHELOSPERMUM JASMINOIDES	STAR JASMINE
XYLOSMA CONGESTUM 'COMPACTA'	DWARF XYLOSMA

GROUND COVER

3/4" "MOHAVE GOLD" ROCK MULCH – 2" DEEP THROUGHOUT

VOLUNTEERS IN MEDICINE OF SOUTHERN NEVADA

ZONING PACKAGE

DATE: 02.26.2010 (revised 03.23.2010) SHEET: 2 OF (5) SH PROJECT NO.: P10016

SDR-37606
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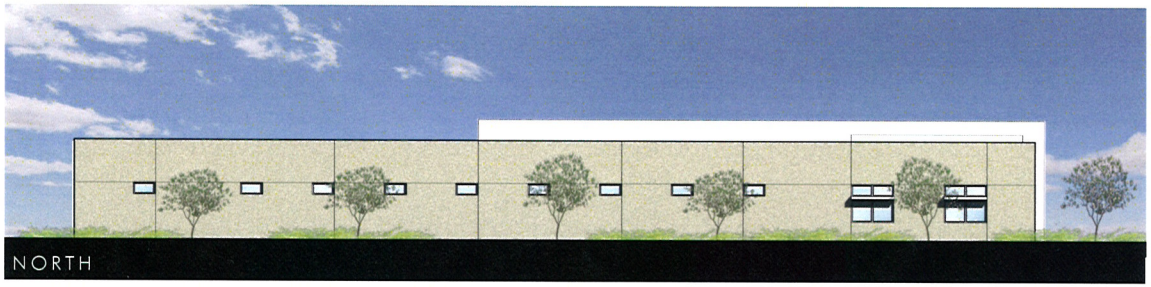
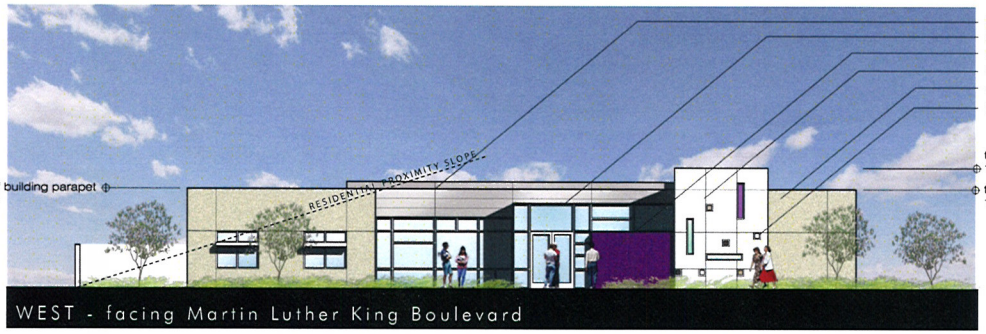
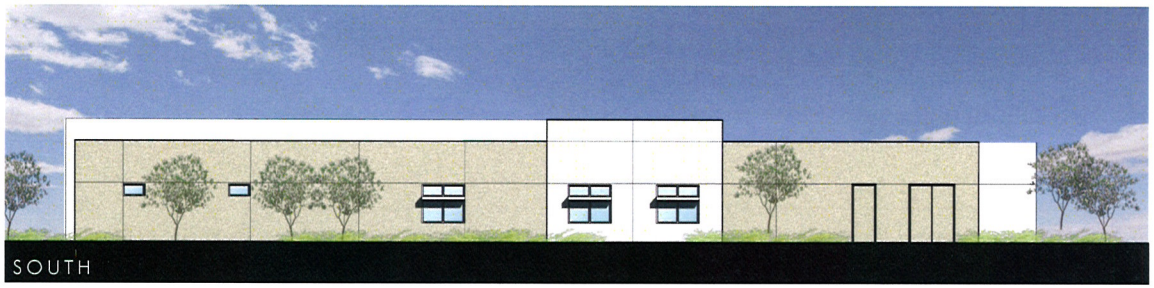
MAR 25 2010

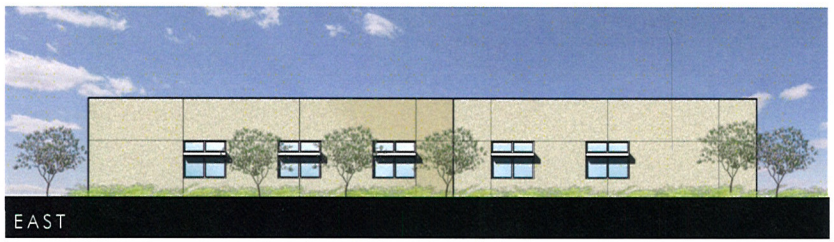
SH ARCHITECTURE
7373 Peak Drive Suite 250 Las Vegas Nevada 89128
ph 702.363.2222 fax 702.363.6060 www.sh-architecture.com



Volunteers in Medicine of Southern Nevada







EXTERIOR ELEVATIONS

8'

VOLUNTEERS IN MEDICINE OF SOUTHERN NEVADA

ZONING PACKAGE

SDR-37606

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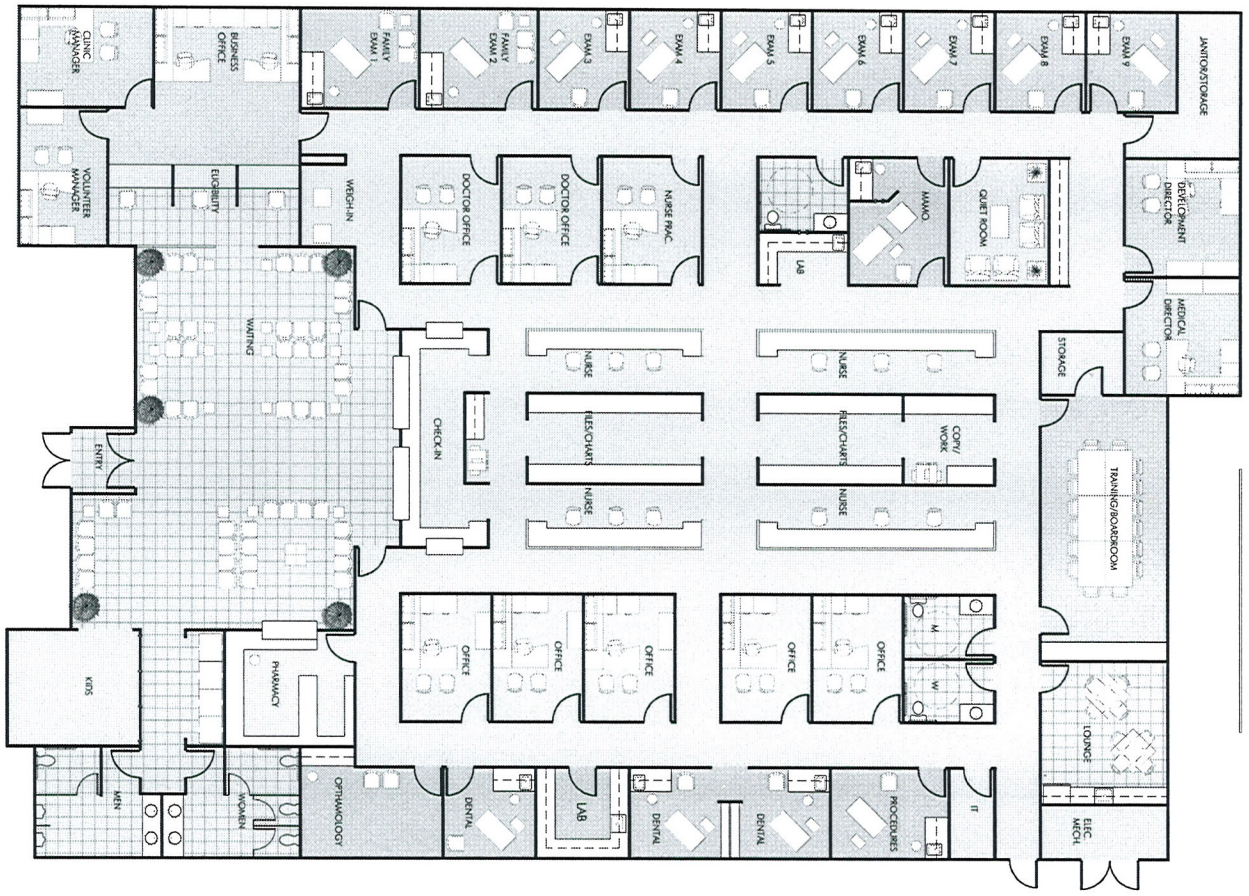
MAR 26 2010

ARCHITECTURE
7373 Peak Drive Suite 250 Las Vegas, Nevada 89128
ph 702.363.2222 fax 702.363.6060 www.sh-architecture.com

Volunteers in Medicine
of Southern Nevada

PLAN DATA

BUILDING AREA 12,000 SF



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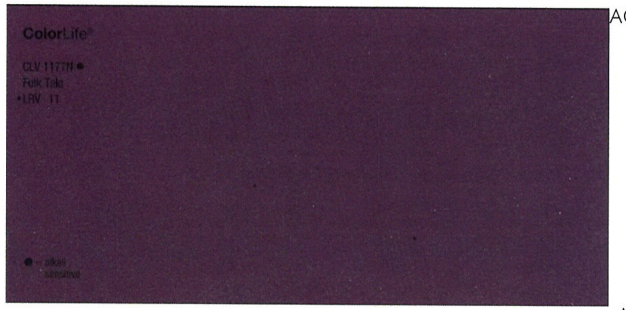
FLOOR PLAN
5' 10' 20' NORTH

VOLUNTEERS IN MEDICINE OF SOUTHERN NEVADA

ZONING PACKAGE

SDR-37606
04/22/10 PC

SH ARCHITECTURE



ACCENT COLOR 1

ColorLife

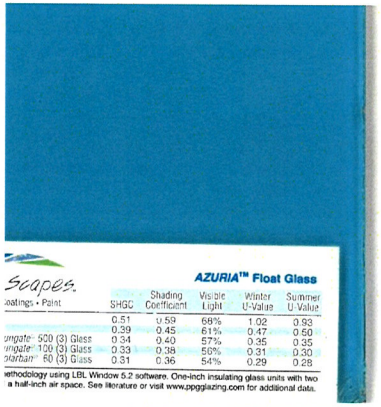
CLW 1042W
Mistaya
LRV 90

ACCENT COLOR 2



FIELD COLOR 1

GLAZING





ALUMINUM PANELS AND STOREFRONT

VM SN

SITE DATA

Volunteers in Medicine of Southern Nevada

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MAR 09 2010

VOLUNTEERS IN MEDICINE OF SOUTHERN NEVADA

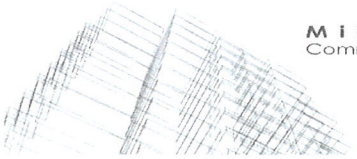
ZONING PACKAGE

DATE: 03.09.10 SH PROJECT NO.: 080036

SDR-37606

04/22/10 PC

SH ARCHITECTURE
7373 Peak Drive Suite 250 Las Vegas Nevada 89128
ph 702.363.2222 fax 702.363.6060 www.sh-architecture.com



March 9, 2010

City of Las Vegas Planning Department
731 South 4th Street
Las Vegas, Nevada 89101

Re: Justification Letter for Site Development Plan Review
APN: 139-28-601-001, 002, 003

To Whom It May Concern:

Please be advised that our office represents Volunteers in Medicine of Southern Nevada, Inc (the "Applicant") with respect to the above referenced land Site Development. This letter serves as justification for the Applicant's request to build the below stated medical clinic located on Martin Luther King Boulevard and Madison, for a total of 1.34 acres.

The City of Las Vegas Planning Commission approved a zone change on these three parcels to C-1 which expired on June 07, 2008. The master plan zoning is commercial.

Volunteers in Medicine of Southern Nevada, Inc. (www.vmsn.org) will be opening their second clinic in Southern Nevada at this location which will also be its flag ship clinic; providing free health care to the uninsured population of Las Vegas. In 2009 there were an estimated 350,000 uninsured residence in Clark County.

The normal business hours for the clinic will be as follows: Monday, Wednesday, and Friday 9am to 5pm; Tuesday and Thursday 4pm to 8pm.

We thank you in advance for your consideration of this matter. Should you have any additional questions or concerns, please feel free to contact me.

Sincerely Yours,

Jacquelyn A. Rinaldi

SDR-37606
04/22/10 PC

RECEIVED
MAR 09 2010

Off: 702 688.6400
Fax: 702 688.6440
jacquelyn@mpdnv.com

RE/MAX COMMERCIAL

3900 South Hualapai Way
Suite 200
Las Vegas Nevada 89147

Each office is independently owned and operated.

Please refer to ZON-37607 for related protest/support postcards.

City of Las Vegas Agenda Item No.: **81.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: MAY 19, 2010

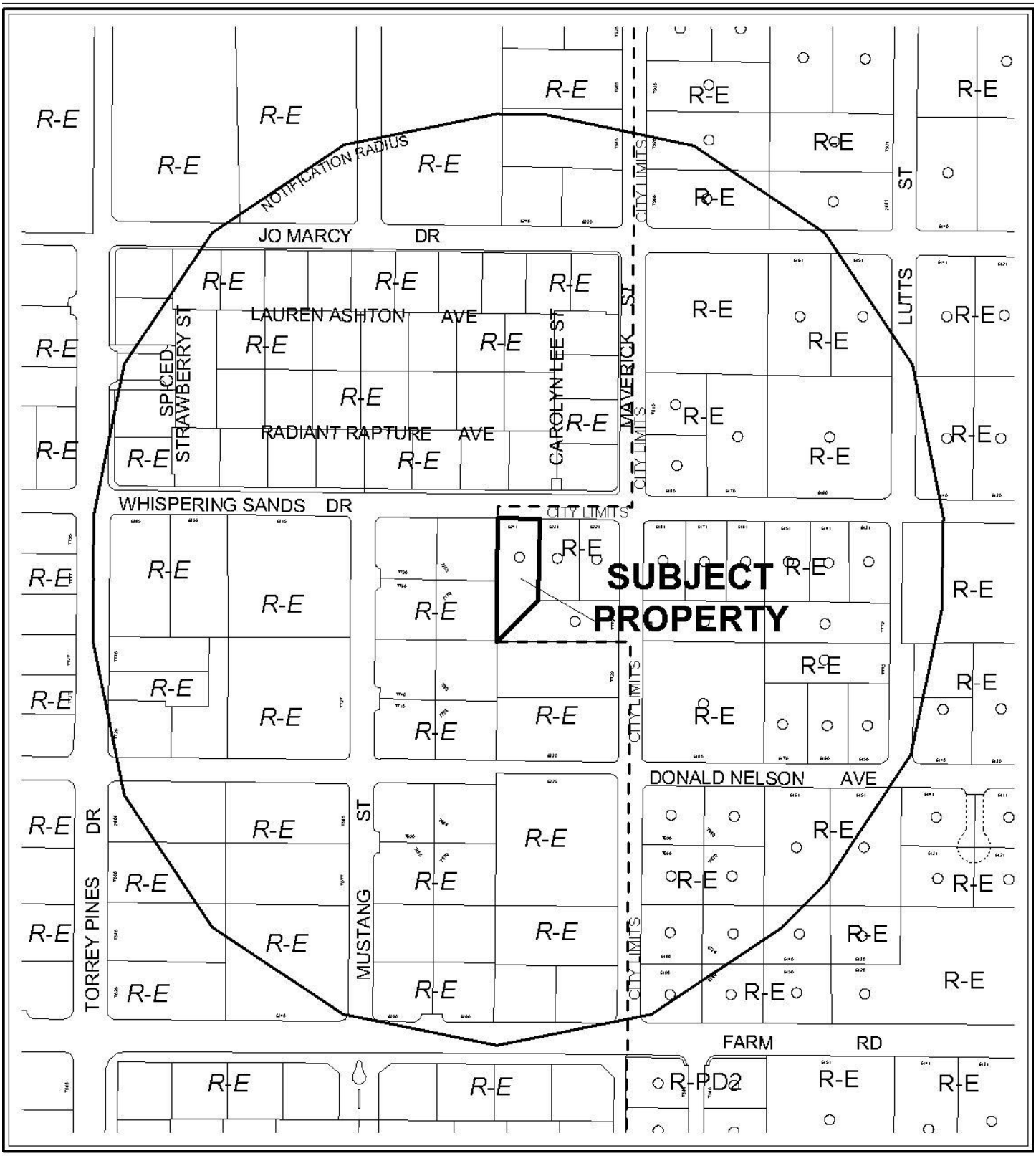
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-37592 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: BERT AND CATHY SHORT - Request for a Variance TO ALLOW A PROPOSED 1,560 SQUARE-FOOT ACCESSORY STRUCTURE (CLASS I) FOR A TOTAL OF 2,136 SQUARE FEET OF COMBINED FLOOR AREA WHERE 712 SQUARE FEET IS THE MAXIMUM ALLOWED on 0.57 acres 6241 Whispering Sands Drive (APN 125-14-602-003), R-E (Residence Estates) Zone, Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**4**
City Council Meeting	**1**	**City Council Meeting**	**1**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report - VAR-37592 and SUP-37593
3. Supporting Documentation
4. Photos - VAR-37592 and SUP-37593
5. Justification Letter
6. Protest/Support Postcards – VAR-37592 and SUP-37593
7. Backup referenced from the April 22, 2010 Planning Commission Meeting Items VAR-37592 and SUP-37593



0 300 600 Feet

CASE: **VAR-37592**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

N



0 300 600 Feet

CASE: **VAR-37592**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 19, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: BERT AND CATHY G. SHORT

** STAFF RECOMMENDATION(S) **

Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL, subject to conditions:

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
VAR-37592	Staff recommends DENIAL, if approved subject to conditions:	
SUP-37593	Staff recommends DENIAL, if approved subject to conditions:	VAR-37592

** CONDITIONS **

VAR-37592 CONDITIONS

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Special Use Permit (SUP-37593) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless a certificate of occupancy has been issued or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Building and Safety Department.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

SUP-37593 CONDITIONS

Planning and Development

1. The accessory structure shall not be separately rented out at any time.

2. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for Accessory Structure (Class I) use.

3. Approval of and conformance to the Conditions of Approval for Variance (VAR-37592) shall be required.

4. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the Accessory Structure (Class I). An Extension of Time may be filed for consideration by the City of Las Vegas.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Public Works

6. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing finished floor elevations and drainage patterns for this site prior to submittal of construction plans or the issuance of any building or grading permits, whichever may occur first. Provide and improve all drainageways as recommended.

7. Coordinate with the Southern Nevada Health District to determine if the existing septic system permit will accommodate the additional square footage of the proposed accessory building; if not coordinate with the City of Las Vegas Collection Systems Planning Section of the Department of Public Works regarding connection to the City of Las Vegas sewer system prior to the issuance of any permits.

Staff Report Page One
May 19, 2010 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit for a proposed 1,560 square-foot Accessory Structure (Class I) and a Variance to allow a maximum of 2,136 square feet of combined floor area where 712 square feet is the maximum allowed on a developed single-family residential lot at 6241 Whispering Sands Drive. The lot consists of an existing 1,424 square-foot footprint area of the primary dwelling and a permitted 576 square-foot Accessory Structure (Class II) totaling 2,000 square feet of building area coverage. Staff recommends denial of the Variance (VAR-37592) and Special Use Permit. If the variance request is denied, the associated Special Use Permit (SUP-37593) must also be denied and the property must remain as it is.

ISSUES

- The combined area of the existing accessory structure and proposed accessory structure is 2,136 square feet, which exceeds the 712 square feet allowed by Title 19.08.040. Approval of an associated Variance (VAR-37592) to allow a proposed 1,560 square-foot Accessory Structure (Class I) and an existing 576 square-foot Accessory Structure (Class II), where 712 square feet is the maximum allowed is required to approve this request.
- The combined area of the two structures is 2,136 square feet, which is a 139% increase in square-footage above what is permitted by code.
- Approval of the variance request is required to approve an associated request for a Special Use Permit (SUP-37593) for a 1,560 square-foot Accessory Structure (Class I).

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
04/22/10	The Planning Commission (5-0 vote) recommended APPROVAL of companion items VAR-37592 and SUP-37593 concurrently (PC Agenda Item #38-39/rg)

Most Recent Change of Ownership	
06/15/09	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
05/16/90	A building permit (#90068402) for a Single Family Residential dwelling was issued at 6241 Whispering Sands Drive. The project was completed on 11/02/90
07/18/97	A building permit (#97014664) for a Detached Shed was issued at 6241 Whispering Sands Drive. The project was completed on 11/24/97.

Pre-Application Meeting	
02/10/10	A pre-application meeting was held with the applicant where elements of submitting for Special Use Permit for an Accessory Structure (Class I) and a Variance for multiple accessory structures to exceed fifty-percent of the size of the principal dwelling were discussed. The Topics included: • The submittal of application materials, meeting dates, and deadlines were discussed at the pre-application meeting. • Variance application is required part of the SUP submittal for Accessory Structure (Class I) due to the existing and proposed accessory structures footprint area exceeds that of the primary dwelling footprint area. • A Project of Regional Significance form was required upon submittal.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
03/18/10	Staff conducted a site visit and noted a well maintained single family residential lot.

Details of Application Request	
Site Area	
Net Acres	0.59

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Single Family Residence	DR (Desert Rural Density Residential)	R-E (Residence Estates)
North	Single Family Residence	RNP (Rural Neighborhood Preservation) – Clark County	R-E (Rural Estates Residential) – Clark County

South	Single Family Residence	DR (Desert Rural Density Residential)	R-E (Residence Estates)
East	Single Family Residence	DR (Desert Rural Density Residential)	R-E (Residence Estates)
West	Single Family Residence	RNP (Rural Neighborhood Preservation) – Clark County	R-E (Rural Estates Residential) – Clark County

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District	X		Y
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance	X		Y

DEVELOPMENT STANDARDS

Per Title 19.08.040, the following development standards apply:

Standard	***Required/Allowed***	***Provided***	***Compliance***
Min. Lot Size	20,000 SF	24,935 SF	Y
Min. Lot Width	100 Feet	100 Feet	Y
Min. Setbacks (Accessory Structures)			
• Front	Not Allowed	N/A	N/A
• Side (W)	3 Feet	15 Feet	Y
• Side (E)	3 Feet	38 Feet	Y
• Rear	3 Feet	42 Feet	Y
Min. Distance Between Buildings	6 Feet	15 Feet	Y
Max. Lot Coverage	N/A	N/A	N/A
Max. Building Height	Lesser of 2 stories, 35 feet or the height of the principal building	14 Feet	Y
Max. Floor area (Accessory Structures)	712 SF	2,136 SF	N

ANALYSIS

The applicant is requesting a Special Use Permit for a proposed 1,560 square-foot Accessory Structure (Class I) and a Variance to allow a total of 2,136 square feet of combined floor area where 712 square feet is the maximum allowed within a residential property located at 6241 Whispering Sands Drive.

An Accessory Structure (Class I) use is defined by Title 19.20.020 as "an accessory structure which is located on the same residential parcel as a principal dwelling and which, as an ancillary use, provides living quarters, including full kitchen facilities, for the occupants of the principal dwelling or their tenants, domestic employees or temporary guests." Unless the principal dwelling is owner-occupied, a Class I accessory structure may not be offered or occupied as a rental unit. The proposed accessory structure is compatible with the DR (Desert Rural Density Residential) General Plan Designation and is located within an existing R-E (Residence Estates) subdivision. The proposed structure is set back sufficiently from the neighboring properties and it is a single story structure.

Approval of an associated Variance (VAR-37592) will be required, as the combined floor area of the existing and proposed accessory structures exceeds 50 percent of the floor area of the principal dwelling. Per Title 19.08.040, the total area of all accessory structure shall not exceed fifty percent of the principal dwelling, which is 1,424 square feet. This would allow a combined building area for accessory structures up to 712 square feet. The combined area of the two structures is 2,136 square feet, which is a 139% increase in square-footage above what is permitted by code; therefore, staff recommends denial of the request for a Variance and the associated Special Use Permit.

FINDINGS (VAR-37592)

In accordance with the provisions of Title 19.18.070(B), Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.18.070(L) states:
"Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

No evidence of a unique or extraordinary circumstance has been presented, in that the applicant has created a self-imposed hardship by proposing a new Accessory Structure (Class I) that will exceed code requirements for floor area. Removal of the existing Accessory Structure (Class II) and design of a smaller Accessory Structure (Class I) would allow conformance to the Title 19 requirements. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

FINDINGS (SUP-37593)

In order to approve a Special Use Permit application, per Title 19.18.060 the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The proposed Accessory Structure (Class I) is compatible with the DR (Desert Rural Density Residential) General Plan designation and is located within an existing R-E (Residence Estates) subdivision. The proposed structure is set back sufficiently from neighboring properties and it is a single story. Therefore, the proposed land use can be conducted in a manner that is harmonious and compatible with the existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site is not physically suitable for the type and intensity of land use proposed. The total of all accessory structures exceeds fifty percent of the floor area of the principal dwelling unit constructed on the same lot, which is the maximum established by code for this 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 site is accessed by Jones Boulevard, a 100-foot Primary Arterial and Whispering Sands Drive, a 60-foot local street. The proposed use is not expected to have an effect on traffic in the area, and therefore this right-of-way will be adequate to accommodate it and the existing uses on the property.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

Approval of the proposed Accessory Structure (Class I) use will not jeopardize the public health, safety or welfare, as it will be subject to permit review and inspection prior to completion.

5. The use meets all of the applicable conditions per Title 19.04.

The proposed Accessory Structure (Class I) use meets the condition of Title 19.04. However, it fails to meet Title 19.08.040.

PLANNING COMMISSION ACTION
The Planning Commission added condition #1 to the companion Special Use Permit application to which the applicant agreed.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 13

NOTICES MAILED 120 (By City Clerk)

APPROVALS 2

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAR-37592** APN: 125-14-602-003

Name of Property Owner: Bert and Cathy Short

Name of Applicant: Bert Short

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: Bertram Short

Print Name: BERTRAM SHORT

Subscribed and sworn before me

This 28 day of JANUARY, 2010

Katherine E. Brann

Notary Public in and for said County and State

KATHERINE E. BRANN
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 07-15-13
Certificate No: 99-39304-1

RECEIVED
JAN - 8 2010

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Variance - additional square footage for accessory structure, class 1

Project Address (Location) 6241 Whispering Sands Drive, Las Vegas, NV 89131

Project Name Accessory Structure, Class 1 **Proposed Use** Residential

Assessor's Parcel #(s) 125-14-602-003 **Ward #** 6

General Plan: existing DR proposed _____ **Zoning:** existing R-E proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres .57 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Bert and Cathy Short **Contact** Bert Short

Address 6241 Whispering Sands Drive **Phone:** (702) 524-4934 **Fax:** _____

City Las Vegas **State** NV **Zip** 89131

E-mail Address _____

APPLICANT Bert Short **Contact** Bert Short

Address 6241 Whispering Sands Drive **Phone:** (702) 524-4934 **Fax:** _____

City Las Vegas **State** NV **Zip** 89131

E-mail Address _____

REPRESENTATIVE _____ **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

Property Owner Signature* Bert Short

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name BERTRAM Short

Subscribed and sworn before me

This 28 day of JANUARY, 2010.

Katherine E. Brann

Notary Public in and for said County and State

KATHERINE E. BRANN
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 07-15-13
Certificate No: 99-39304-1

FOR DEPARTMENT USE ONLY

Case #	VAR #37592
Meeting Date:	4/22/10
Total Fee:	$830.00
Date Received:*	3/8/10
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.

Revised 10/27/08

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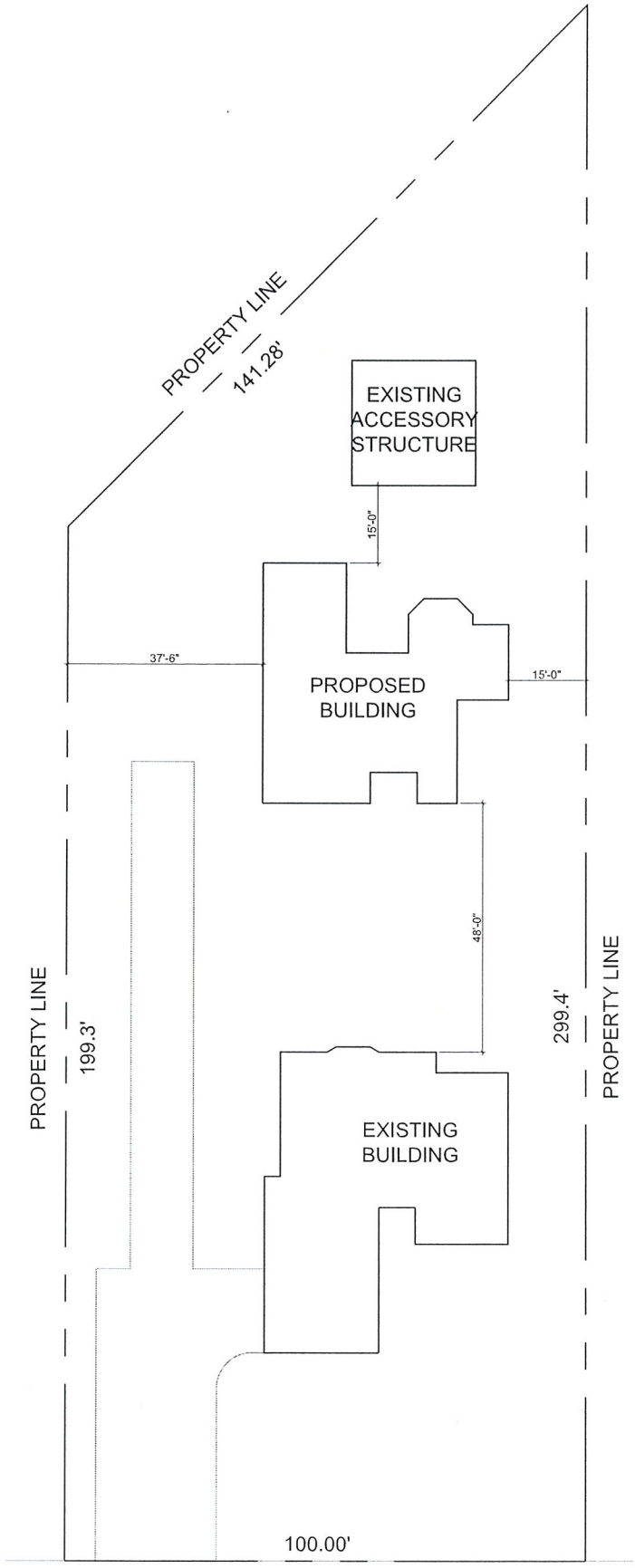
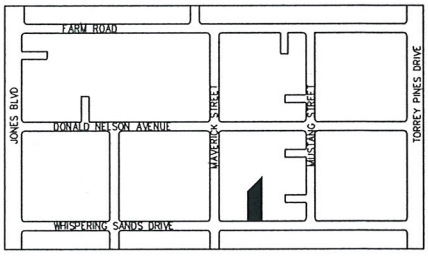


SITE INFORMATION	
PARCEL NUMBER	125-14-602-003
JURISDICTION	CITY OF LAS VEGAS, 89131
CURRENT ZONING	R-E
GENERAL PLAN	DR
PROPOSED USE	ONE STORY ACCESSORY STRUCTURE, CLASS 1, RESIDENTIAL
LOT SIZE	24935 SQ. FT. .57 ACRES
LOT COVERAGE	16%
REAR YARD AREA COVERAGE	12%

BUILDING INFORMATION	
EXISTING BUILDING 1ST FLOOR	1424 SQ. FT.
EXISTING BUILDING 2ND FLOOR*	840 SQ. FT.
EXISTING BUILDING GARAGE	616 SQ. FT.
EXISTING ACCESSORY STRUCTURE	576 SQ. FT.
PPROPOSED ACCESSORY STRUCTURE	1560 SQ. FT.
TOTAL (*EXCLUDES 2ND FLOOR)	4176 SQ. FT.
PROPOSED ACCESSORY STRUCTURE FLOOR AREA	139%

OWNERS:
BERTRAM AND CATHY SHORT

VICINITY MAP



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VAR-37592
04/22/10 PC

NORTH

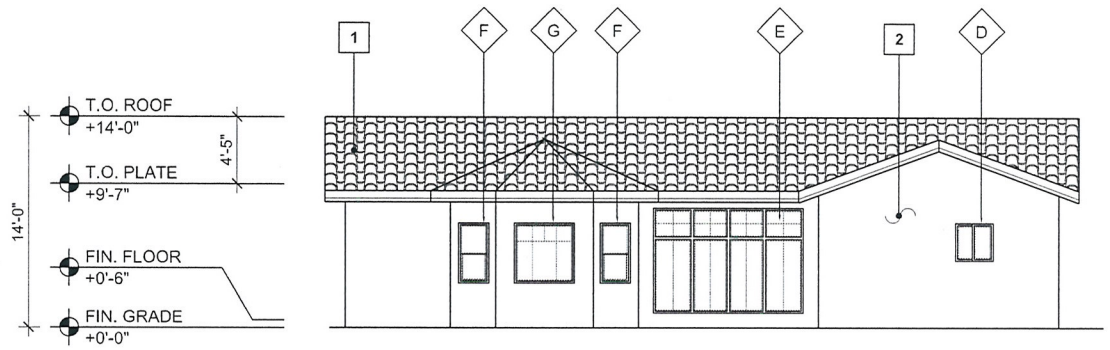
6241 WHISPERING SANDS DRIVE
PARCEL NO.
125-14-602-003

SHORT RESIDENCE - CASITA

LAS VEGAS, NV

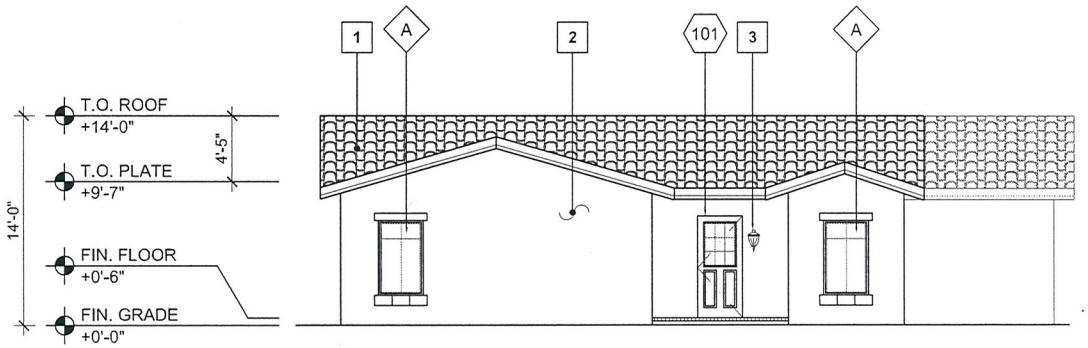
Scale: N.T.S Date: 03/01/2010
Sheet Title:
SITE PLAN

Sheet NO.
A1.1



2 A3.1 SOUTH ELEVATION

1/8" = 1'-0"

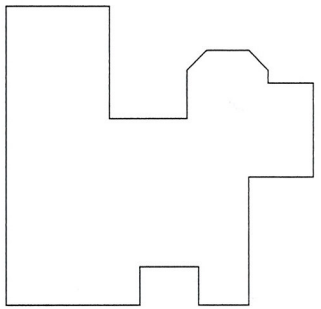


1 A3.1 NORTH ELEVATION

1/8" = 1'-0"

ELEVATION LEGEND

- 1 CLAY ROOF TILE
- 2 STANDARD STUCCO SIDING
- 3 EXTERIOR WALL SCONCE
- 4 ROOF VENT
- X SEE WINDOW SCHEDULE ON SHEET 1/A4.1
- X SEE DOOR SCHEDULE ON A2/4.1



NORTH

6241 WHISPERING SANDS DRIVE

PARCEL NO.
125-14-602-003

SHORT RESIDENCE – CASITA

LAS VEGAS, NV

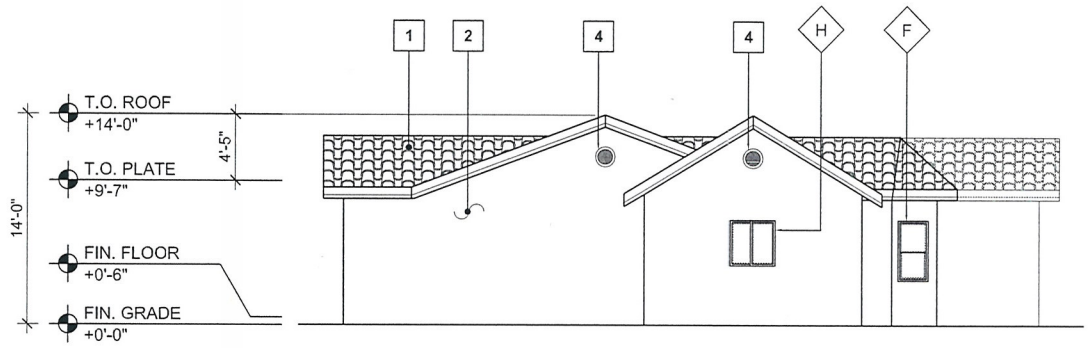
RECEIVED
MAR 08 2010

Scale: 1/8"=1'-0" Date: 03/01/2010

Sheet Title:
EXTERIOR ELEVATIONS

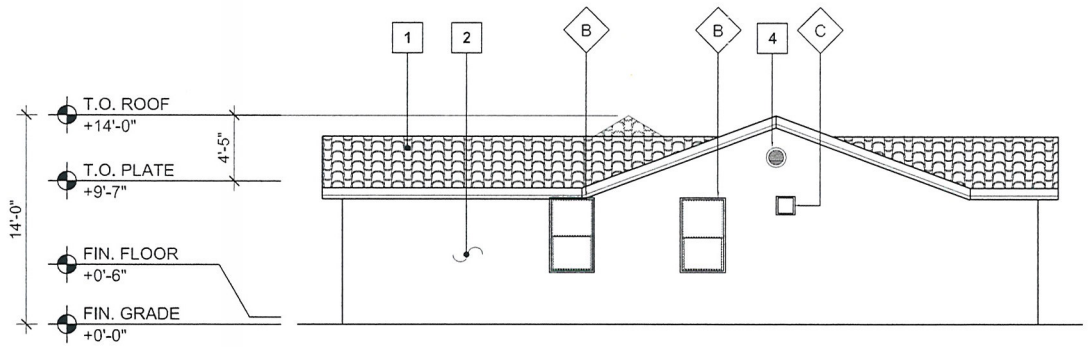
Sheet NO.
A3.1

VAR-37592
04/22/10 PC



2 / A3.2 WEST ELEVATION

1/8" = 1'-0"



1 / A3.2 EAST ELEVATION

1/8" = 1'-0"

ELEVATION LEGEND

1 CLAY ROOF TILE

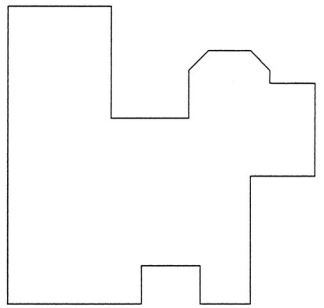
2 STANDARD STUCCO SIDING

3 EXTERIOR WALL SCONCE

4 ROOF VENT

X SEE WINDOW SCHEDULE ON SHEET 1/A4.1

X SEE DOOR SCHEDULE ON A2/4.1



NORTH

6241 WHISPERING SANDS DRIVE

PARCEL NO.
125-14-602-003

SHORT RESIDENCE – CASITA

LAS VEGAS, NV

Scale: 1/8"=1'-0" Date: 03/01/2010

Sheet Title:
EXTERIOR ELEVATIONS

Sheet NO.
A3.2

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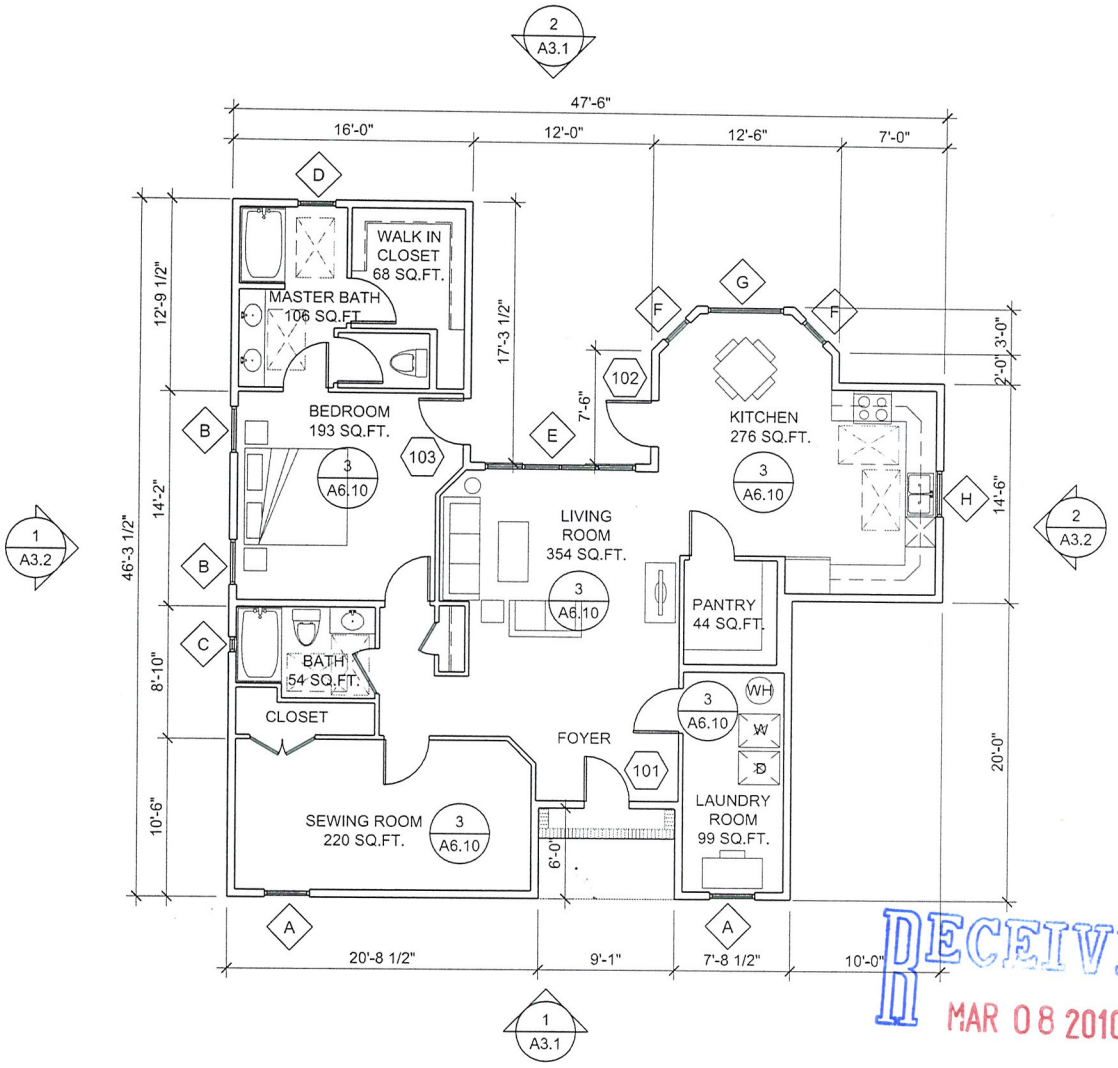
MAR 08 2010

VAR-37592
04/22/10 PC



RECEIVED
MAR 08 2010

NORTH

Sheet NO.
A2.1

6241 WHISPERING SANDS DRIVE

PARCEL NO.
125-14-602-003

SHORT RESIDENCE – CASITA

LAS VEGAS, NV

Scale: 1/8"=1'-0" Date: 03/01/2010

Sheet Title:
FLOOR PLAN

VAR-37592
04/22/10 PC



MATERIALS/COLORS TO MATCH EXISTING STRUCTURE.

RECEIVED
MAR 08 2010

VAR-37592
04/22/10 PC



VAR-37592 & SUP-37593 - APPLICANT/OWNER: BERT AND CATHY SHORT
6241 WHISPERING SANDS DRIVE

03/18/10



VAR-37592 & SUP-37593 - APPLICANT/OWNER: BERT AND CATHY SHORT
6241 WHISPERING SANDS DRIVE

03/18/10



VAR-37592 & SUP-37593 - APPLICANT/OWNER: BERT AND CATHY SHORT
6241 WHISPERING SANDS DRIVE

03/18/10

Bert Short
6241 Whispering Sands Drive
Las Vegas, NV 89131
January 27, 2010

Planning & Development Department
731 South Fourth Street
Las Vegas, NV 89101

RE: JUSTIFICATION LETTER

To Whom It May Concern:

Please accept this letter as justification of our request for approval of the Special Use Permit and Variance for an accessory structure, Class 1 at 6241 Whispering Sands Drive; Parcel Number 125-14-602-003.

We are requesting a Variance to allow for additional square footage and a Special Use Permit for the kitchen we wish to include in the proposed plan to meet our living needs.

If the SUP and VAR were to be approved there will be no adverse impacts on adjacent properties. It is our intent to have our daughter live in the existing home on the property and build this accessory structure to serve as the primary living quarters for my wife and I. Therefore, the number of residents at this address will remain the same. To further clarify our intent, neither the existing or proposed structures will be occupied as a rental unit and no money will be transferred as rent.

The proposed accessory structure is one story and will not cause visual obstructions for neighboring properties. The setbacks for the proposed accessory structure will meet or exceed those required by the municipal code. The site is physically suitable to accommodate this proposed structure. A site plan is attached to serve as evidence that the property has adequate space to accommodate this proposed structure without encroaching on the property line setbacks or adjacent properties.

Additionally, we are providing letters of support from the residents adjacent to our property.

Regards,

Bert Short
Property Owner

RECEIVED
MAR - 8 2010

VAR-37592
04/22/10 PC

Bertram Short
6241 Whispering Sands Drive
Las Vegas, NV 89131
February 20, 2010

Planning & Development Department
731 South Fourth Street
Las Vegas, NV 89101

RE: REVISED JUSTIFICATION LETTER

To Whom It May Concern:

Please accept this letter as justification of our request for approval of the Special Use Permit and Variance to build a 1,560 square foot, one story accessory structure, class 1 located at 6241 Whispering Sands Drive; Parcel Number 125-14-602-003. The current zoning at this site is R-E

We are requesting a Variance to allow the total floor area of all accessory structures to exceed 50 percent of the floor area of the principal dwelling and a Special Use Permit for the kitchen we wish to include in the proposed plan to meet our living needs.

If the SUP and VAR were to be approved there will be no adverse impacts on adjacent properties. It is our intent to have our daughter live in the existing home on the property and build this one story accessory structure to serve as the primary living quarters for my wife and I. Therefore, the number of residents at this address will remain the same. To further clarify our intent, neither the existing or proposed structures will be occupied as a rental unit and no money will be transferred as rent.

The proposed accessory structure is one story and will not cause visual obstructions for neighboring properties. The setbacks for the proposed accessory structure will meet or exceed those required by the municipal code. The site is physically suitable to accommodate this proposed structure. A site plan is attached to serve as evidence that the property has adequate space to accommodate this proposed structure without encroaching on the property line setbacks or adjacent properties.

Additionally, we are providing letters of support from the residents adjacent to our property.

Regards,

Bertram Short
Property Owner

RECEIVED
MAR - 8 2010

VAR-37592
04/22/10 PC

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

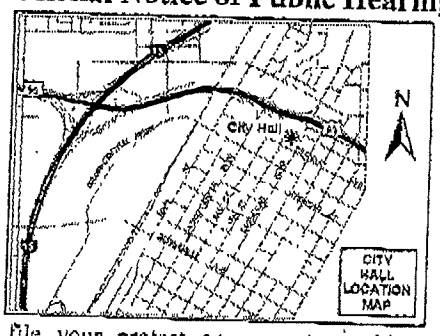
RECEIVED
CITY CLERK

2010 MAY 10 A 9:16

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41
0004279216 MAY 07 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-37592 & SUP-37593
City Council Meeting of 5/19/2010

LAGOMARSINI TOM & PEGGY
6288 LAUREN ASHTON
LAS VEGAS NV 89131-3801

APN#12514511002

CAVD311 89131

p.1
702 396-4112
May 11 10 12:44p Kool MAC A/C Inc.

RECEIVED
CITY CLERK

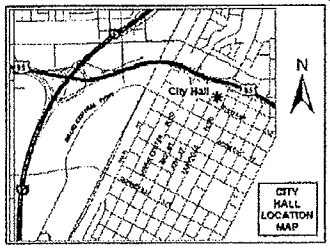
2010 MAY 11 P 12:44

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41⁴
0004279218 MAY07 2010
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-37592 & SUP-37593
City Council Meeting of 5/19/2010

CHRISTIAN MICHAEL A SR
2636 PORT OF CALL DR
LAS VEGAS NV 89128-7113

APN#12514602004

CAUOP11 A3125

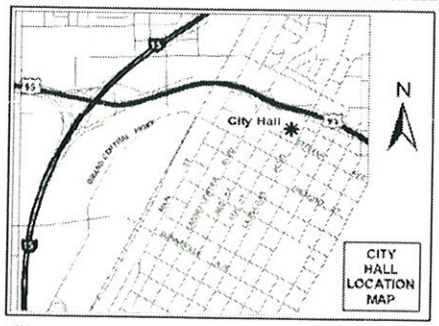
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279218
$ 00.41⁴
APR 09 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-37592 & SUP-37593
Planning Commission Meeting of 4/22/2010

PS. Water tank a blight.

Case: VAR-37592

12514603005
HEACKLEY KATHLEEN D
6141 WHISPERING SANDS
LAS VEGAS NV 89131-2102

RECEIVED
APR 22 2010

Submitted after final agenda

Date 4/22/10 Item 38+39

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
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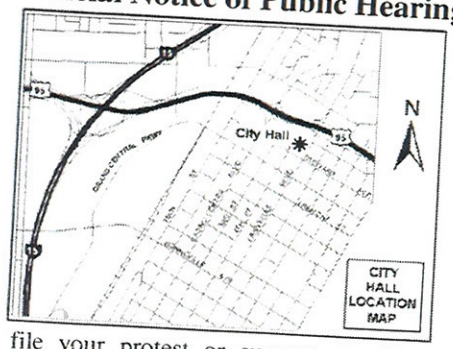
$ 00.41⁴
APR 09 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-37592 & SUP-37593

Planning Commission Meeting of 4/22/2010

APR 19 2010

12514602005 Case: VAR-37592
RICHARDS GEORGE & LINDA
6221 WHISPERING SANDS DR
LAS VEGAS NV 89131-2134

Submitted after final agenda
Date 4/19/10
Item 38 A

To Las Vegas Building and Zoning Department

I/We have no objection to Bert and Cathy Short at 6241 Whispering Sands Dr. Las Vegas, NV, building a single story structure on their property at 6241 Whispering Sands Dr. I understand this structure will exceed building and zoning codes that state: no structure shall exceed 50% of the main house. I understand this structure will be 1400 to 1500 sq ft. and will be stucco, with tile roof. Its use is for family / mother in law quarters. It will be min. 15 ft. from property lines.

Stacey Cooper	7779 Maverick	Las Vegas	[signature]	1/26/10
6221 WHISPERING SANDS		Las Vegas	[signature] Linda K. Richards	1/25/10
7770 Mustang		Las Vegas	[signature]	1/26/10
		Las Vegas	[signature]	1/26/10

Linda George (Dad)

RECEIVED
MAR - 8 2010

To Las Vegas Building and Zoning Department

I/We have no objection to Bert and Cathy Short at 6241 Whispering Sands Dr. Las Vegas, NV, building a single story structure on their property at 6241 Whispering Sands Dr. I understand this structure will exceed building and zoning codes that state: no structure shall exceed 50% of the main house. I understand this structure will be 1400 to 1500 sq ft. and will be stucco, with tile roof. Its use is for family / mother in law quarters. It will be min. 15 ft. from property lines.

Stacey Cooper 7779 Maverick Las Vegas _____

Gwen/Mike Christian Gwendalyn Christian 1-29-2010
6231 Whispering Sands Dr. Las Vegas 89131
FAX# 396-4112

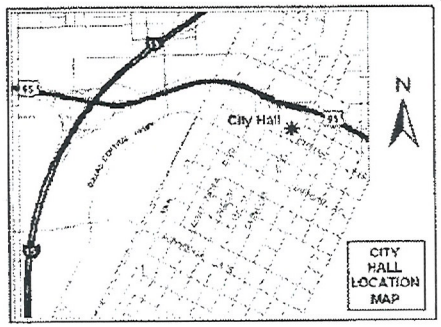
(H) 645-4111
(B) 396-4111
(C) 491-0104 Gwen

RECEIVED
MAR - 8 2010

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested

Official Notice of Public Hearing



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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-37592 & SUP-37593

Planning Commission Meeting of 4/22/2010

38,39 A

RECEIVED
APR 13 2010

Case: VAR-37592
12514602004
CHRISTIAN MICHAEL A SR GWENDOLYN
2636 PORT OF CALL DR
LAS VEGAS NV 89128-7113

City of Las Vegas Agenda Item No.: **82.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: MAY 19, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

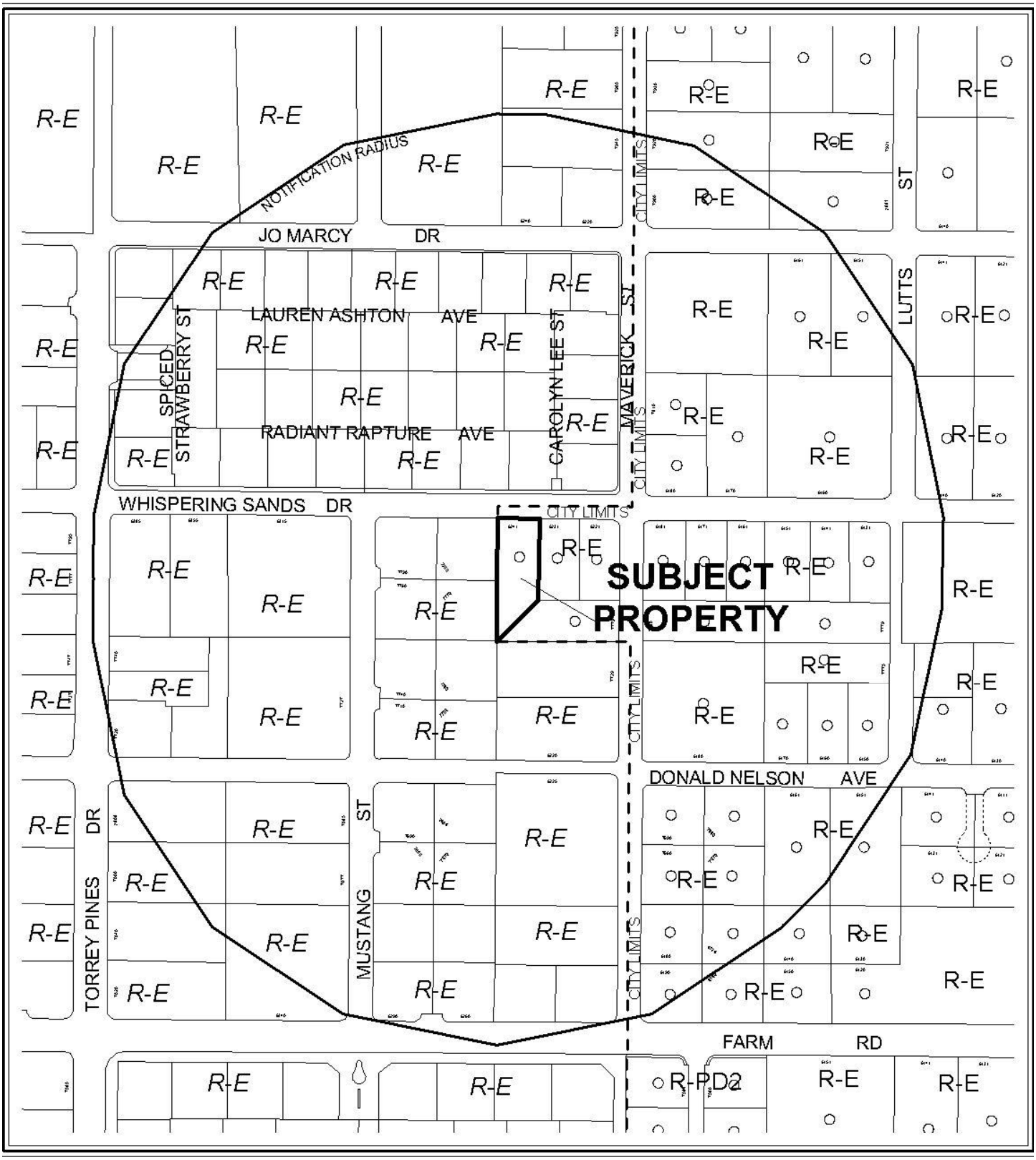
SUBJECT:
SUP-37593 - SPECIAL USE PERMIT RELATED TO VAR-37592 - PUBLIC HEARING - APPLICANT/OWNER: BERT AND CATHY SHORT - Request for a Special Use Permit FOR A PROPOSED 1,560 SQUARE-FOOT ACCESSORY STRUCTURE (CLASS I) at 6241 Whispering Sands Drive (APN 125-14-602-003), R-E (Residence Estates) Zone, Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**4**
City Council Meeting	**1**	**City Council Meeting**	**1**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Location and Aerial Maps
3. Supporting Documentation
4. Justification Letter
5. Protest/Support Postcards – VAR-37592 and SUP-37593

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.



CASE: **SUP-37593**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

0 300 600 Feet



0 300 600 Feet

CASE: **SUP-37593**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

N

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-37593** APN: 125-14-602-003

Name of Property Owner: Bert and Cathy Short

Name of Applicant: Bert Short

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: Bertram Short

Print Name: BERTRAM SHORT

Subscribed and sworn before me

This 28 day of JANUARY, 2010

Katherine E. Brann

Notary Public in and for said County and State

KATHERINE E. BRANN
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 07-15-13
Certificate No: 99-39304-1

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Special Use Permit - Kitchen for accessory structure, class 1

Project Address (Location) 6241 Whispering Sands Drive, Las Vegas, NV 89131

Project Name Accessory Structure, Class 1 **Proposed Use** Residential

Assessor's Parcel #(s) 125-14-602-003 **Ward #** 6

General Plan: existing DR proposed _____ **Zoning:** existing R-E proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Bert and Cathy Short **Contact** Bert Short

Address 6241 Whispering Sands Drive **Phone:** (702) 524-4934 **Fax:** _____

City Las Vegas **State** NV **Zip** 89131

E-mail Address _____

APPLICANT Bert Short **Contact** Bert Short

Address 6241 Whispering Sands Drive **Phone:** (702) 524-4934 **Fax:** _____

City Las Vegas **State** NV **Zip** 89131

E-mail Address _____

REPRESENTATIVE _____ **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Bertram Short

Subscribed and sworn before me

This 28 day of January, 2010.

_____

Notary Public in and for said County and State

KATHERINE E. BRANN
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 07-15-13
Certificate No: 99-39304-1

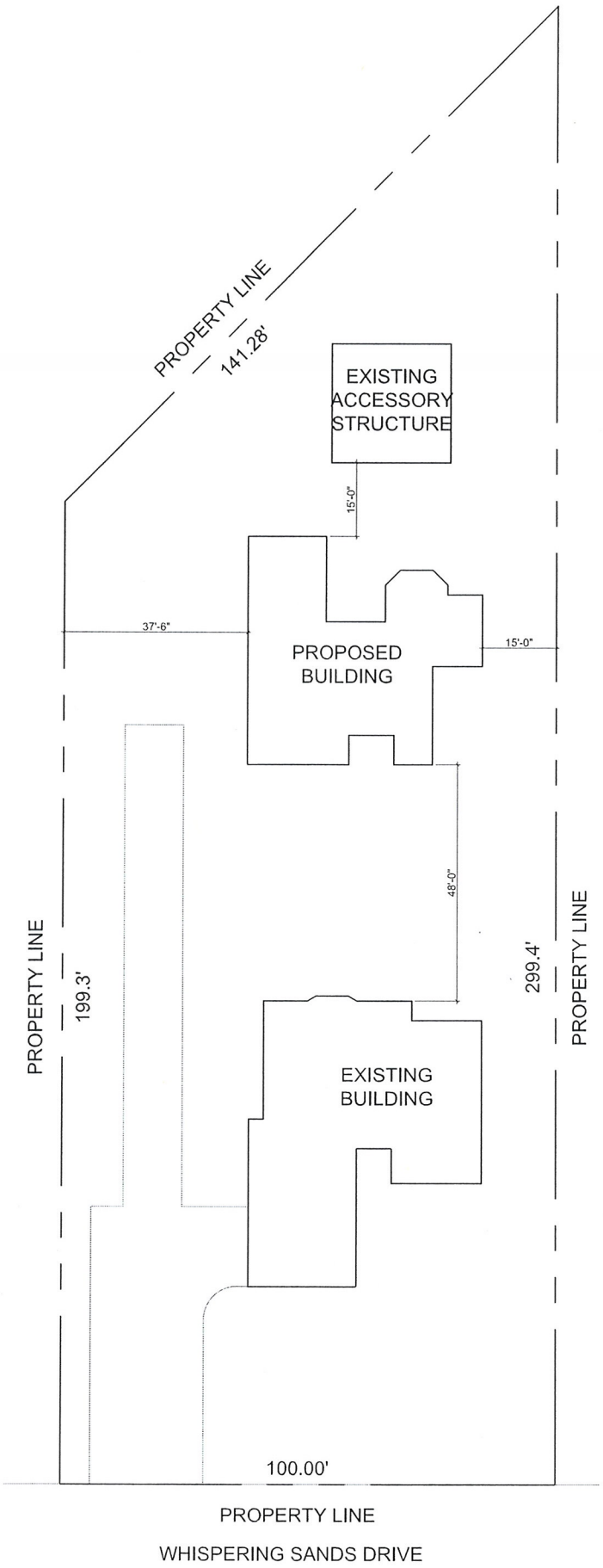
FOR DEPARTMENT USE ONLY

Case #	SUP-37593
Meeting Date:	4/22/10
Total Fee:	$1030.00
Date Received:*	3/8/10
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.

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

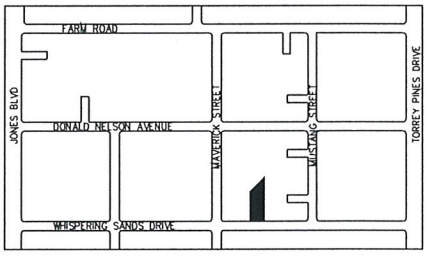


SITE INFORMATION	
PARCEL NUMBER	125-14-602-003
JURISDICTION	CITY OF LAS VEGAS, 89131
CURRENT ZONING	R-E
GENERAL PLAN	DR
PROPOSED USE	ONE STORY ACCESSORY STRUCTURE, CLASS 1, RESIDENTIAL
LOT SIZE	24935 SQ. FT. .57 ACRES
LOT COVERAGE	16%
REAR YARD AREA COVERAGE	12%

BUILDING INFORMATION	
EXISTING BUILDING 1ST FLOOR	1424 SQ. FT.
EXISTING BUILDING 2ND FLOOR*	840 SQ. FT.
EXISTING BUILDING GARAGE	616 SQ. FT.
EXISTING ACCESSORY STRUCTURE	576 SQ. FT.
PPROPOSED ACCESSORY STRUCTURE	1560 SQ. FT.
TOTAL (*EXCLUDES 2ND FLOOR)	4176 SQ. FT.
PROPOSED ACCESSORY STRUCTURE FLOOR AREA	139%

OWNERS:
BERTRAM AND CATHY SHORT

VICINITY MAP



RECEIVED
MAR 08 2010

NORTH

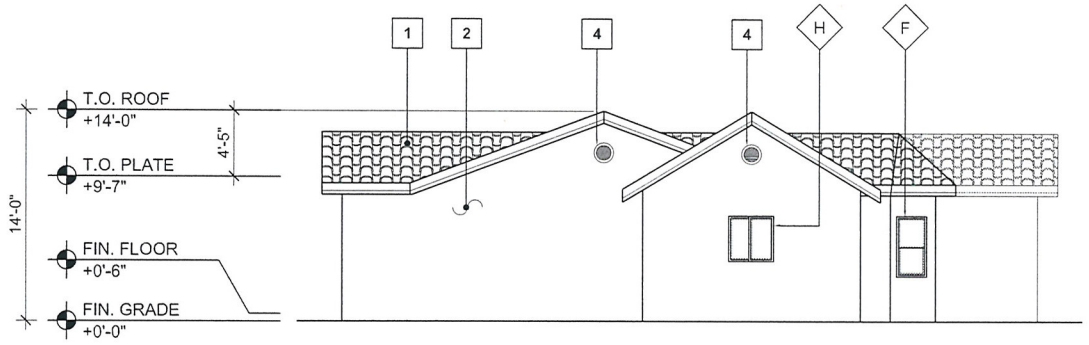
6241 WHISPERING SANDS DRIVE
PARCEL NO.
125-14-602-003

SHORT RESIDENCE - CASITA
LAS VEGAS, NV

Scale: N.T.S Date: 03/01/2010
Sheet Title:
SITE PLAN

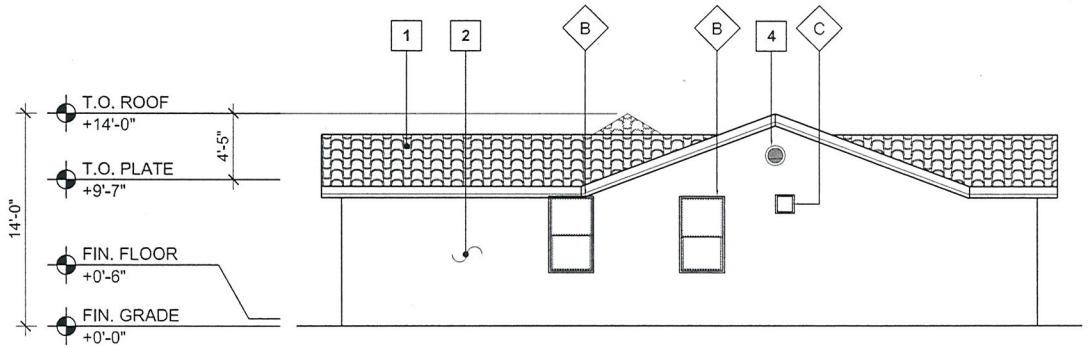
Sheet NO.
A1.1

SUP-37593
04/22/10 PC



2 / A3.2 WEST ELEVATION

1/8" = 1'-0"



1 / A3.2 EAST ELEVATION

1/8" = 1'-0"

ELEVATION LEGEND

1 CLAY ROOF TILE

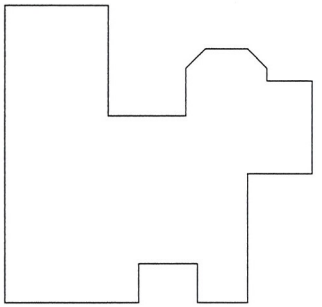
2 STANDARD STUCCO SIDING

3 EXTERIOR WALL SCONCE

4 ROOF VENT

X SEE WINDOW SCHEDULE ON SHEET 1/A4.1

X SEE DOOR SCHEDULE ON A2/4.1



NORTH

6241 WHISPERING SANDS DRIVE

PARCEL NO.
125-14-602-003

SHORT RESIDENCE – CASITA

LAS VEGAS, NV

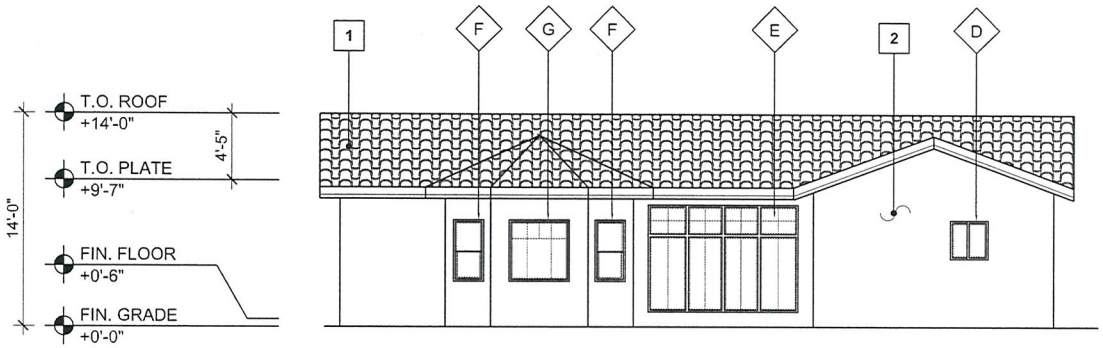
Scale: 1/8"=1'-0" Date: 03/01/2010

Sheet Title:
EXTERIOR ELEVATIONS

Sheet NO.
A3.2

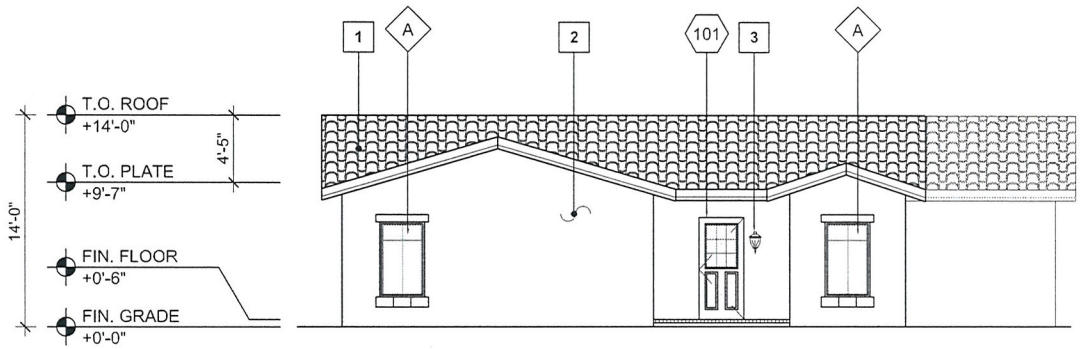
RECEIVED
MAR 08 2010

SUP-37593
04/22/10 PC



2 A3.1 SOUTH ELEVATION

1/8" = 1'-0"



1 A3.1 NORTH ELEVATION

1/8" = 1'-0"

ELEVATION LEGEND

1 CLAY ROOF TILE

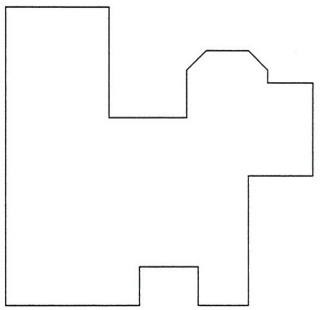
2 STANDARD STUCCO SIDING

3 EXTERIOR WALL SCONCE

4 ROOF VENT

X SEE WINDOW SCHEDULE ON SHEET 1/A4.1

X SEE DOOR SCHEDULE ON A2/4.1



NORTH

RECEIVED
MAR 08 2010

6241 WHISPERING SANDS DRIVE

PARCEL NO.
125-14-602-003

SHORT RESIDENCE – CASITA

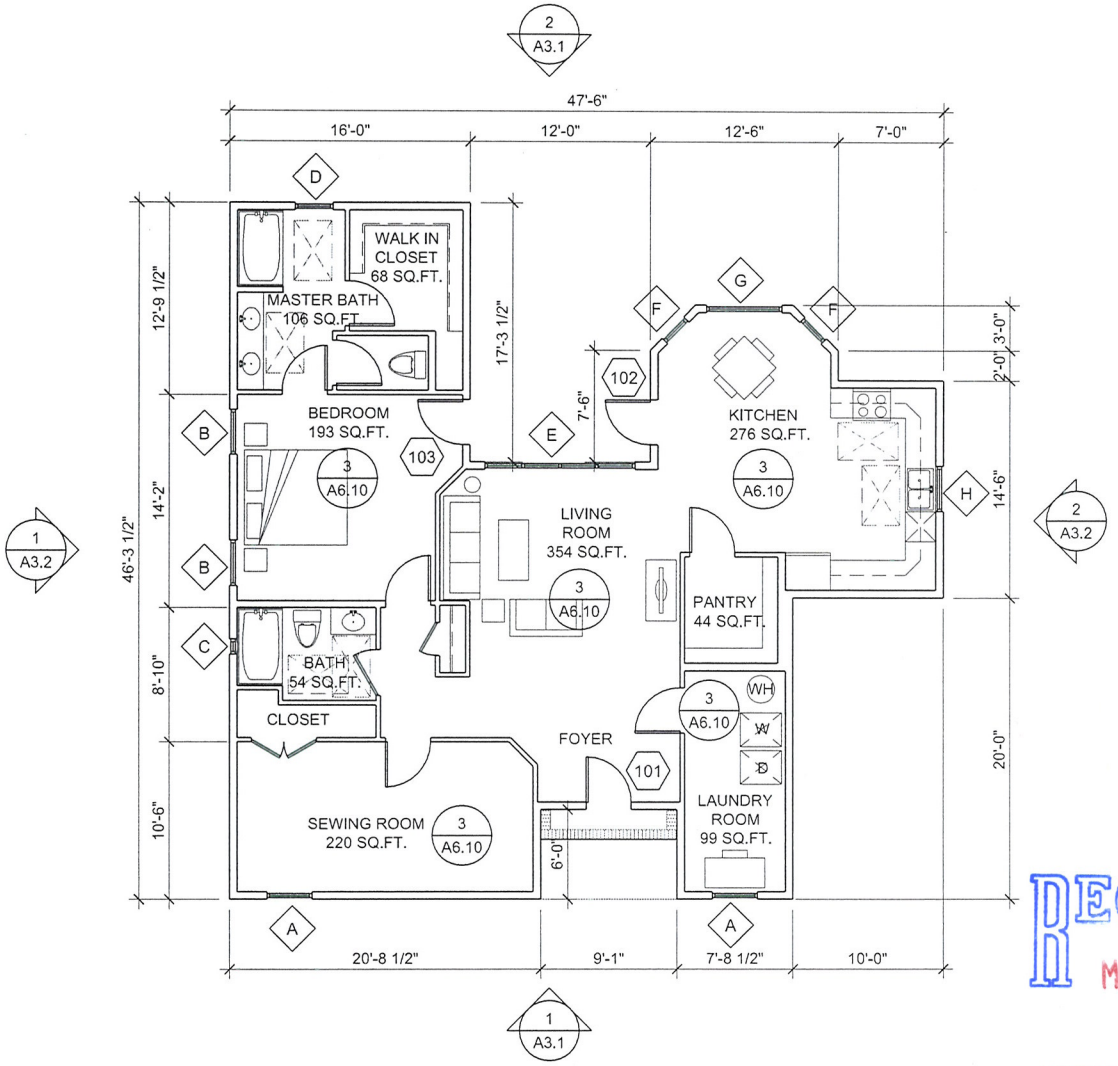
LAS VEGAS, NV

Scale: 1/8"=1'-0" Date: 03/01/2010

Sheet Title:
EXTERIOR ELEVATIONS

Sheet NO.
A3.1

SUP-37593
04/22/10 PC



RECEIVED
MAR 08 2010

NORTH

6241 WHISPERING SANDS DRIVE
PARCEL NO.
125-14-602-003

SHORT RESIDENCE – CASITA

LAS VEGAS, NV

Scale: 1/8"=1'-0" Date: 03/01/2010
Sheet Title:
FLOOR PLAN

Sheet NO.
A2.1

SUP-37593
04/22/10 PC



MATERIALS/COLORS TO MATCH EXISTING STRUCTURE.

RECEIVED
MAR 08 2010

SUP-37593
04/22/10 PC

Bert Short
6241 Whispering Sands Drive
Las Vegas, NV 89131
January 27, 2010

Planning & Development Department
731 South Fourth Street
Las Vegas, NV 89101

RE: JUSTIFICATION LETTER

To Whom It May Concern:

Please accept this letter as justification of our request for approval of the Special Use Permit and Variance for an accessory structure, Class 1 at 6241 Whispering Sands Drive; Parcel Number 125-14-602-003.

We are requesting a Variance to allow for additional square footage and a Special Use Permit for the kitchen we wish to include in the proposed plan to meet our living needs.

If the SUP and VAR were to be approved there will be no adverse impacts on adjacent properties. It is our intent to have our daughter live in the existing home on the property and build this accessory structure to serve as the primary living quarters for my wife and I. Therefore, the number of residents at this address will remain the same. To further clarify our intent, neither the existing or proposed structures will be occupied as a rental unit and no money will be transferred as rent.

The proposed accessory structure is one story and will not cause visual obstructions for neighboring properties. The setbacks for the proposed accessory structure will meet or exceed those required by the municipal code. The site is physically suitable to accommodate this proposed structure. A site plan is attached to serve as evidence that the property has adequate space to accommodate this proposed structure without encroaching on the property line setbacks or adjacent properties.

Additionally, we are providing letters of support from the residents adjacent to our property.

RECEIVED
MAR - 8 2010

Regards,

Bert Short
Property Owner

SUP-37593
04/22/10 PC

Bertram Short
6241 Whispering Sands Drive
Las Vegas, NV 89131
February 20, 2010

Planning & Development Department
731 South Fourth Street
Las Vegas, NV 89101

RE: REVISED JUSTIFICATION LETTER

To Whom It May Concern:

Please accept this letter as justification of our request for approval of the Special Use Permit and Variance to build a 1,560 square foot, one story accessory structure, class 1 located at 6241 Whispering Sands Drive; Parcel Number 125-14-602-003. The current zoning at this site is R-E

We are requesting a Variance to allow the total floor area of all accessory structures to exceed 50 percent of the floor area of the principal dwelling and a Special Use Permit for the kitchen we wish to include in the proposed plan to meet our living needs.

If the SUP and VAR were to be approved there will be no adverse impacts on adjacent properties. It is our intent to have our daughter live in the existing home on the property and build this one story accessory structure to serve as the primary living quarters for my wife and I. Therefore, the number of residents at this address will remain the same. To further clarify our intent, neither the existing or proposed structures will be occupied as a rental unit and no money will be transferred as rent.

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Additionally, we are providing letters of support from the residents adjacent to our property.

Regards,

Bertram Short
Property Owner

RECEIVED
MAR - 8 2010

SUP-37593
04/22/10 PC

Please refer to VAR-37592 for related protest/support postcards.

City of Las Vegas Agenda Item No.: **83.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: MAY 19, 2010

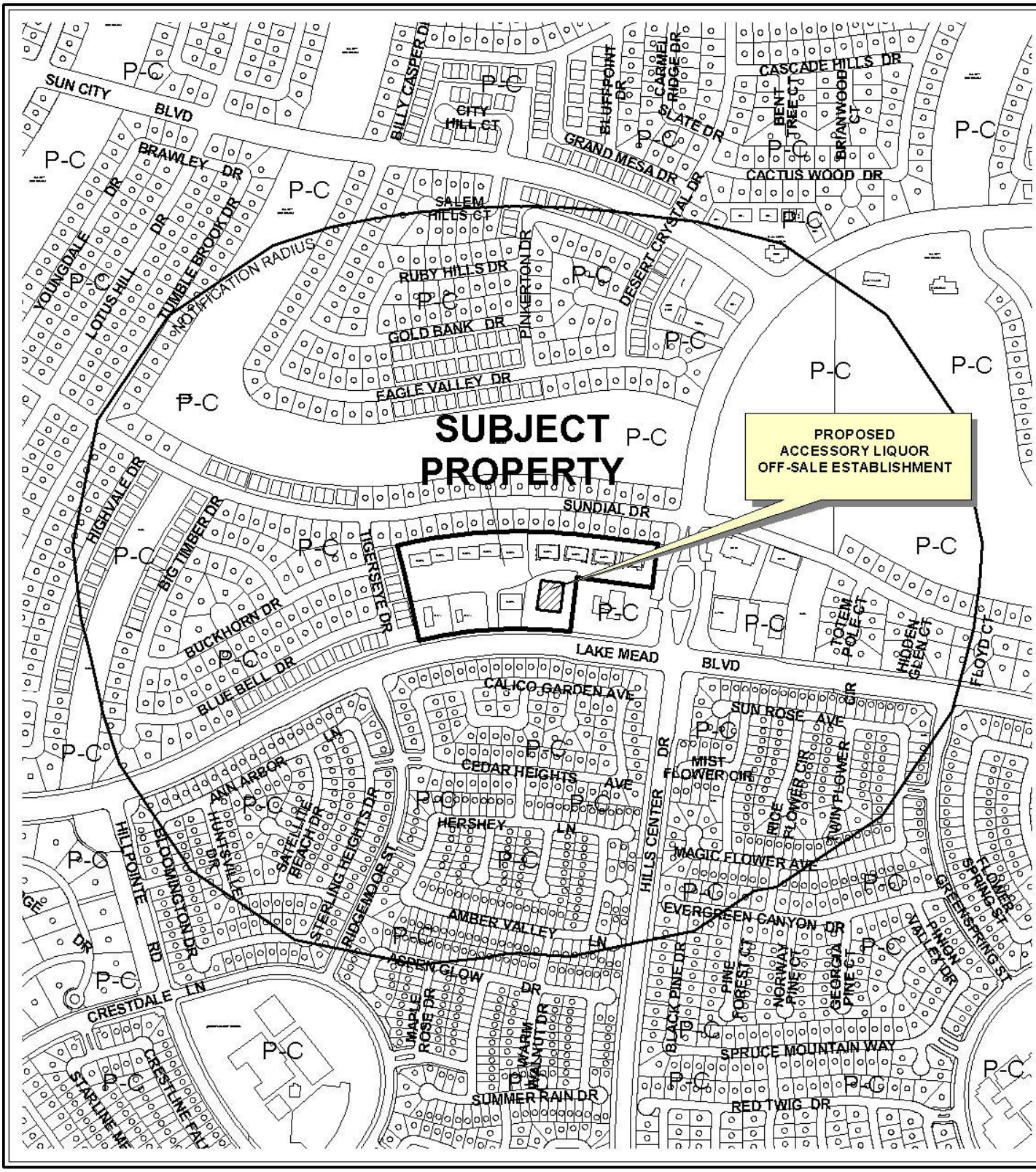
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-37566 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: WALGREEN CO. - OWNER: A & M LAKE MEAD, LLC - Request for a Special Use Permit FOR A 79 SQUARE-FOOT ACCESSORY PACKAGE LIQUOR OFF-SALE WITHIN AN EXISTING 13,905 SQUARE-FOOT RETAIL ESTABLISHMENT at 9420 West Lake Mead Boulevard (APN 138-18-821-005), P-C (Planned Community) Zone, Ward 4 (Anthony). The Planning Commission (5-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**16**	**Planning Commission Mtg.**	**28**
City Council Meeting	**10**	**City Council Meeting**	**8**

RECOMMENDATION:
The Planning Commission (5-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest/Support Postcards
7. Backup referenced from the April 22, 2010 Planning Commission Meeting Item SUP-37566



0 500 1000 Feet

CASE: **SUP-37566**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: P-C (PLANNED COMMUNITY)

N



0 500 1000 Feet

CASE: **SUP-37566**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: P-C (PLANNED COMMUNITY)

N



SUP-37566

Business Licenses

- Child Care/ Children Facility
- Beer/Wine/Cooler On Sale
- Beer/Wine/Cooler Off Sales
- Beer/Wine/Cooler On-Off Sale
- Package Liquor Sales
- Supper Club/ Restaurant Service Bar
- Tavern
- RELIGIOUS
- CITY PARKS
- SCHOOLS
- Subject Property
- 400 foot buffer

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 19, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: WALGREEN CO. - OWNER: A & M LAKE MEAD, LLC

** STAFF RECOMMENDATION(S) **

The Planning Commission (5-0 vote) and Staff recommend APPROVAL, subject to conditions:

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-37566	Staff recommends APPROVAL, subject to conditions:	N/A

** CONDITIONS **

SUP-37566 CONDITIONS

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.050 for a Retail Establishment with Accessory Package Liquor Off-Sale use.

2. All signage shall comply with Title 19.14 and the Sun City Summerlin Development Standard.

3. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. Approval of this Special Use Permit does not constitute approval of a liquor license.

5. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

6. All beer and wine coolers shall remain in their original manufacturer's configuration of four- or six-packs.

7. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit for a 79 square-foot Retail Establishment with Accessory Package Liquor Off-Sale use within an existing 13,905 square-foot Retail Establishment at 9420 West Lake Mead Boulevard. The proposed use will not require any additional parking beyond that which is required for the principal use on the site. No more than 10 percent of the retail floor space is devoted to alcoholic beverage sales. This site location is well suited for this use, and the existing establishment meets the minimum Special Use Requirements; therefore, staff recommends approval. If this request is denied, no alcohol may be sold on the premises without approval of another Special Use Permit.

ISSUES

- There are no Waivers requested for the proposed Accessory Package Liquor Off-Sale use.
- Accessory Package Liquor Off-Sale is ancillary to the sale of groceries, and is limited to no more than 10 percent of the retail floor space. The applicant is dedicating 0.53 percent of the retail floor space to the sale of alcohol.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
01/18/89	The City Council approved a request (Z-0044-87) for the Revised Summerlin Development Standards for a property south of Cheyenne Avenue, west of Buffalo Drive. Planning Commission recommended approval of the request.
11/05/86	The City Council approved a request for an Annexation (A-0020-86) of a property located on the south side of Cheyenne Avenue, west of Buffalo Drive. Planning Commission and staff recommended approval of the request.
02/10/99	The City Referral Group approved a request for a Site Development Review (SC-0001-99) for a 32,000 square foot retail center at 9420 West Lake Mead Boulevard.
11/14/08	A Code Enforcement case (71866) was processed for graffiti on a monument sign located at 9420 West Lake Mead Boulevard. Code Enforcement closed the case on 01/22/10.
04/22/10	The Planning Commission (5-0 vote) recommended APPROVAL (PC Agenda Item #8/ao).

Most Recent Change of Ownership	
05/23/07	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
04/08/97	A building permit (#97006950) was issued for a new building at 9420 West Lake Mead Boulevard. The project was completed on 09/25/97.
04/08/97	A building permit (#97006951) was issued for onsite improvements at 9420 West Lake Mead Boulevard. The license expired on 04/04/98.
04/23/97	A building permit (#97008235) was issued for a new building at 9420 West Lake Mead Boulevard. The license expired on 04/04/98.
08/12/97	A building permit (#97006950) was issued for a new retail building at 9420 West Lake Mead Boulevard. The project was completed on 10/31/97.
09/23/97	A business license application (C05-01841) was issued for cigarette sales at 9420 West Lake Mead Boulevard. The license is still active.
09/23/97	A business license application (D11-00148) was issued for a drug store at 9420 West Lake Mead Boulevard. The license is still active.
07/18/08	A business license application (Q04-00081) was issued for a pharmacy firm at 9420 West Lake Mead Boulevard. The license is still active.

Pre-Application Meeting	
02/22/10	A pre-application meeting was held with the applicant where elements of submitting a Special Use Permit were discussed. Topics included: • The applicant is to provide calculations on floor plan to indicate, that the Accessory Package Liquor Off-Sale will occupy no more than 10% of the retail floor space. • No additional Parking is required beyond that which is required for the principal use(s) on the site. • The project meets 400 foot distance separation, from any church, synagogue, school, child care facility licensed for more than 12 children, or City Park.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
03/18/10	A site inspection was conducted by staff with the following observations: • The site was noted as a well maintained commercial development. • There are two unpermitted banner signs installed on the east and south building façade. The violation has been referred to Code Enforcement.

Details of Application Request	
Site Area	
Net Acres	1.39

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Commercial Center	C (Commercial)	P-C (Planned Community)
North	Commercial Center	C (Commercial)	P-C (Planned Community)
South	Single Family Residential	SF3 (Single Family Detached)	P-C (Planned Community)
East	Commercial Center	C (Commercial)	P-C (Planned Community)
West	Commercial Center	C (Commercial)	P-C (Planned Community)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area			
Sun City Summerlin	Y		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
P-C (Planned Community) District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Parking Requirement - Downtown							
	Gross Floor Area or Number of Units	***Base Parking Requirement***			***Provided***		***Compliance***
			Parking		*Parking*		
Use		***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
General Retail Store, Other than Listed (3,500 Square feet or More)	9,057 SF	1:175 SF	49		68		Y
TOTAL SPACES REQUIRED			52		71		Y
TOTAL (With Handicapped)			49	3	68	3	Y

ANALYSIS

This site location does not have any churches, schools, child care facilities or city parks within the required 400-foot distance separation radius. No additional parking beyond that which is required for the principal use on the site is required as a result of the addition of the use.

The sale of alcoholic beverages is ancillary to the retail use, and 79 square feet of the retail floor space is devoted to the display or merchandising of alcoholic beverages. The proposed use meets minimum requirements of Title 19.04; staff therefore recommends approval of this request.

FINDINGS (SUP-37566)

In order to approve a Special Use Permit application, per Title 19.18.060 the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The proposed Retail Establishment with Accessory Package Liquor Off-Sale use will be located within the existing General Retail building and it is an accessory use. The proposed use can be harmonious and compatible with the uses in the existing site and with the commercial uses on adjacent properties.

2. The subject site is physically suitable for the type and intensity of land use proposed.

The subject site is physically suitable for the type and intensity of the proposed use. There is no additional parking requirement for a Retail Establishment with Accessory Package Liquor Off-Sale use other than that which is required for the principal use on site.

3. Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.

Site access is provided from Lake Mead Boulevard, a 100-foot Primary Arterial as designated in the Master Plan of Street and Highways. These streets are of sufficient size to accommodate the needs of the proposed Accessory Package Liquor Off-Sale use.

4. Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.

Approval of the proposed Special Use Permit will not compromise the public health, safety and general welfare, as the use will be subject to regular inspections for business licensing.

5. The use meets all of the applicable conditions per Title 19.04.

The proposed use will be located within an existing Retail Establishment and complies with the minimum Special Use Permit requirements. The use will devote 79 square feet of the retail floor space within the existing Retail Establishment for the sale of alcoholic beverages.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 15

NOTICES MAILED 967 (By City Clerk)

APPROVALS 28

PROTESTS 16

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-37566** APN: 138-18-821-005

Name of Property Owner: A & M Lake Mead LLC

Name of Applicant: Walgreen Co.

Name of Representative: Lionel Sawyer & Collins

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: ALBERT GHIAM

State of California
County of Los Angeles

Subscribed and sworn before me

This 5th day of November, 2009, by Albert Ghiam proved to me on the basis of satisfactory evidence to be the person who appeared before me

Clare Jordan

Notary Public in and for said County and State

CLARE JORDAN
Commission # 1763275
Notary Public - California
Los Angeles County
My Comm. Expires Aug 24, 2011

Revised 11-14-06

f:\depot\Application Packet\Statement of Financial Interest.pdf

RECEIVED
MAR 04 2010

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: SUP: Retail Establishment with Accessory Package Liquor Off-Sale

Project Address (Location) 9420 West Lake Mead

Project Name Walgreens **Proposed Use** Drug Store (existing)

Assessor's Parcel #(s) 138-18-821-005 **Ward #** 4

General Plan: existing XX proposed _____ **Zoning:** existing P-C proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER A & M Lake Mead LLC **Contact** Albert Ghiam

Address 23462 Palm Drive **Phone:** (818) 225-2253 **Fax:** (818) 225-0864

City Calabasas **State** CA **Zip** 91302

E-mail Address none

APPLICANT Walgreen Co. **Contact** Rebecca Lidskin, Attorney

Address 104 Wilmot Road, M.S. #1420 **Phone:** (847) 315-4651 **Fax:** (847) 315-4825

City Deerfield **State** Illinois **Zip** 60015

E-mail Address Rebecca.Lidskin@walgreens.com

REPRESENTATIVE Lionel Sawyer & Collins **Contact** Jennifer Roberts

Address 300 South Fourth Street #1700 **Phone:** (702) 383-8946 **Fax:** (702) 671-2490

City Las Vegas **State** Nevada **Zip** 89101

E-mail Address jroberts@lionelsawyer.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 ALBERT GHIAM

Subscribed and sworn before me

This 03 day of November, 20 09.

Anna Shamiryan

Notary Public in and for said County and State

ANNA SHAMIRYAN
COMM. # 1641000
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
MY COMM. EXP. JAN. 27, 2010

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	SUP-37566
Meeting Date:	4/22/10
Total Fee:	$1280.00
Date Received:*	3/3/10
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.

RECEIVED
MAR 04 2010

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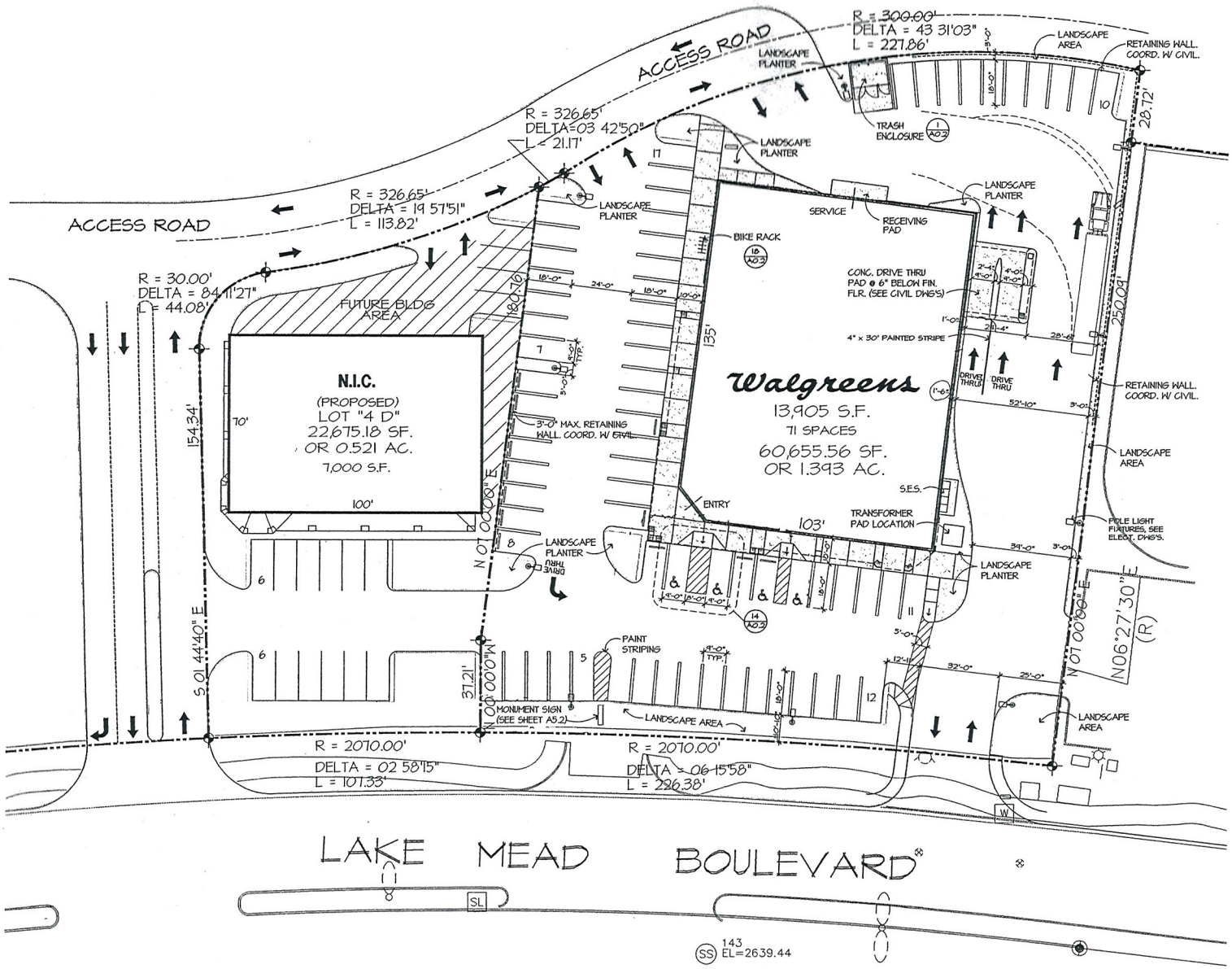


SITE PLAN
SCALE: 1" = 20'-0"

SUP-37566

04/22/10 PC

RECEIVED
MAR 04 2010

Walgreens
FACILITIES PLANNING, DESIGN, & ENGINEERING
106 WILMOT ROAD
DEERFIELD, IL 60015-4616

NO.	DATE	BY	DESCRIPTION	CONST

REVISIONS

CERTIFICATION AND SEAL

I HEREBY CERTIFY THAT THIS PLAN AND SPECIFICATION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT OR ENGINEER UNDER THE LAWS OF THE STATE OF XXXXXXXX AS SIGNIFIED BY MY HAND AND SEAL.

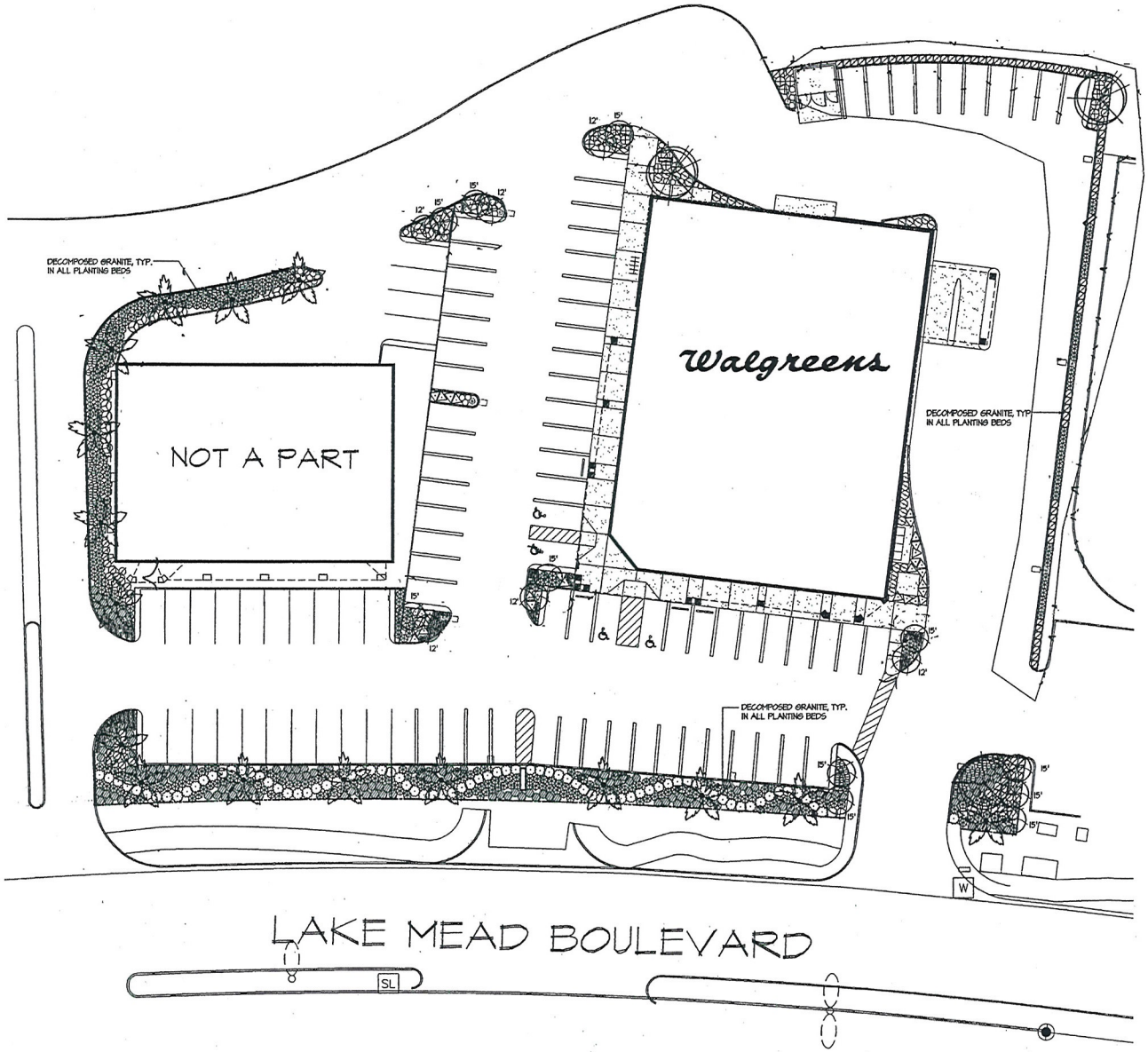
STORE NUMBER 04242

PROJECT NAME
WALGREENS STORE
9420 W LAKE MEAD BLVD
LAS VEGAS, NV

DRAWING TITLE
SITE PLAN

CADD PLOT: 04242-A01-BW-16NOV09	SCALE: 1"=20'-0"	DRAWING NO.
VOID PLOT:	DRAWN BY: K. TRAUMANN COS	A0.1
SUPERSEDES PLAN DATED:	DATE: 11-16-09	
	REVIEWED BY:	OF DWGS.

TM MICHALSKI 11/17/2009 9:18 AM G:_ARCHITECTURE\MAJOR AND MINE\NEVADA BEER



LANDSCAPE PLANTING PLAN

SCALE: 1" = 20'-0"

Walgreens
FACILITIES PLANNING, DESIGN, & ENGINEERING
106 WILMOT ROAD
DEERFIELD, IL 60015-4616

NO.	DATE	BY	DESCRIPTION	CONST

REVISIONS

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STORE NUMBER 04242

PROJECT NAME
WALGREENS STORE
9420 W LAKE MEAD BLVD
LAS VEGAS, NV

DRAWING TITLE
LANDSCAPE PLAN

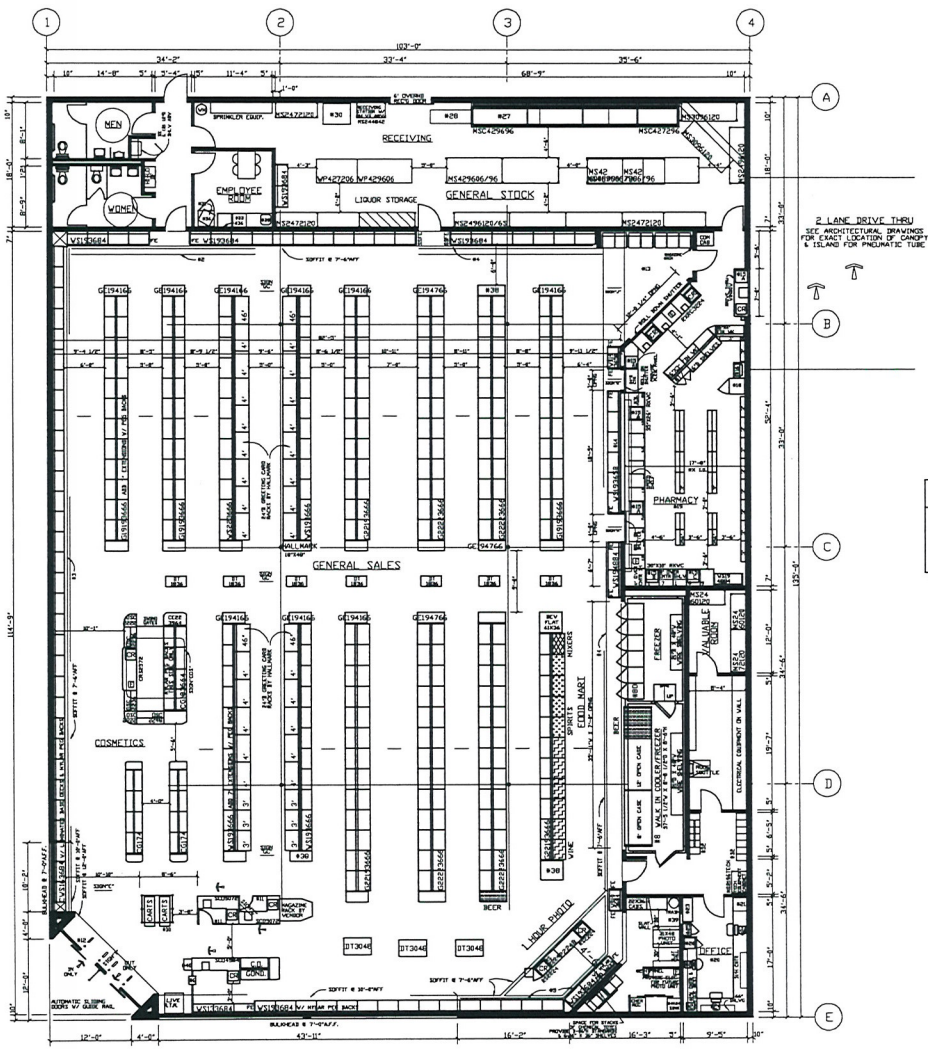
CADD PLOT: 04242-L1-BW-16NOV09	SCALE: 1"=20'-0"	DRAWING NO.
VOID PLOT:	DRAWN BY: K. THALMANN COS	L1
SUPERSEDES PLAN DATED:	DATE: 11-16-09	
	REVIEWED BY:	OF DWGS.

625-FL

NORTH

SUP-37566
04/22/10 PC

RECEIVED
MAR 04 2010

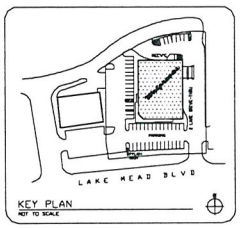


LIQUOR LICENSE LEGEND

BEER SALES
WINE SALES
SPIRIT SALES
MIXER SALES
LIQUOR STORAGE

OCCUPANCY LOAD
TOTAL OCCUPANCY: 411

TOTAL LIQUOR SQUARE FEET
TOTAL LIQUOR SALES: 78.7 SQ. FT.
TOTAL SALES: 9057 SQ. FT.
% SALES FLOOR DEVOTED TO LIQUOR = 87%



FOR REFERENCE ONLY. SEE CONTRACT DOCUMENTS FOR DETAILED SITE PLAN

INTERIOR HANGING SIGNS

GENERAL SALES AREA
ALL SIGNS AND AISLE MARKERS @ 9'-6" AFF UNLESS OTHERWISE NOTED.

SIGN "C" CHECKOUT/THANK YOU
SIGN "E" ENTRANCE/EXIT
SIGN "L" LIQUOR/THANK YOU
SIGN "T" STORE HOURS SIGN
SIGN "GC" GREETING CARDS
SIGN "COS" COSMETIC HANGING CUBE 8" X 8" X 36"H @ 8'-6" AFF
SIGN "SB" SAN BRUNO CHECKOUT LANE 8
SIGN "N" SAN BRUNO PHOTO

PHARMACY DEPARTMENT:
REFER TO FIXTURE PLAN FOR REQUIRED SIGNS
SIGN "J" PICK UP PRESCRIPTIONS
SIGN "K" DROP OFF PRESCRIPTIONS
SIGN "Q" CONSULTATION WINDOW

ATTACH SIGNS TO UNDERSIDE OF SOFFIT. REFER TO FIXTURE PLAN FOR SIGN LOCATION. PROVIDE (2) HOLLOW WALL ANCHORS PER SIGN. SCREW THREADED EYEBOLT INTO ANCHOR. HANG SIGNS FROM EYEBOLTS WITH "S" HOOKS.

GENERAL NOTES

GENERAL SALES AREA:
1. SEE PROJECT DATA FOR FIXTURE MANUFACTURER
2. SECURITY MIRROR ON SOFFIT OF REAR WALL
3. COSMETIC CORNICE
4. PLASTIC "S" CORNICE SPECIFIED ON THIS DRAWING TO BE SOFFIT MOUNTED.
5. PHOTO CORNICE
6. CANDY SCALE SHELF
7. REFRIGERATION: 3' SPACE BEHIND CASES
   A. MASTER-BILT: 3 DOOR MEDIUM TEMP CASE IMC-BB; 84"W X 34.5"D X 78.5"H
   B. MASTER-BILT: 3 DOOR LOW TEMP CASE BLC-BB; 84"W X 34.5"D X 78.5"H
   C. MASTER-BILT: 2 DOOR MEDIUM TEMP CASE IMC-SD; 56"W X 34.5"D X 78.5"H
   D. MASTER-BILT: 2 DOOR LOW TEMP CASE BLC-SD; 56"W X 34.5"D X 78.5"H
   E. MASTER-BILT: 2 DOOR BACK-UP BOX TLS-SD; 56"W X 34.5"D X 78.5"H
   F. MASTER-BILT: WINE COOLER WMB-SBD; 70"W X 33"D X 76"H
8. MASTER-BILT WALK-IN COOLER: PROVIDE
   --- #1081 COOLMASTER DOORS 26 3/4" X 79" EACH AND
   6 #101 REFRIGERATOR DOORS 24 3/8" X 79" EACH BY ANTHONY.
   A. --- DOORS> FOR EACH DOOR PROVIDE (7) --- 3 SEV-O-FLOW GRAVITY SHELVES UPPER (5) WITH SLIDES AND LOWER (2) WITH ROLLERS CONSISTING OF UNIGRIP 5
   B. --- DOORS> FOR EACH DOOR PROVIDE (4) 27"D ANTHONY WIRE SHELVES AND (4) 84" MOATS
   C. --- DOORS> --9 ROLLER CONVEYOR AT FLOOR LEVEL
   D. 6 DOORS> FOR EACH DOOR PROVIDE (6) 27"D ANTHONY SHELVES
   E. --- DOORS> FOR EACH DOOR PROVIDE (5) 27"D ANTHONY SHELVES AND (4) 36"D MERCHANDISER SHELVES
   F. --- DOORS> --9 DOUBLE DECK ROLLER CONVEYOR
   G. --- DOORS> FOR EACH DOOR PROVIDE (2) MOBILE ICE MERCHANDISERS
9. ICE CHEST BY VENDOR: APPROX. 50 X 34 X 78
10. RAILINGS TO BE 40"H DOUBLE LINE RAILS W/ DISPLAY PLATFORM ABOVE
11. FREE STANDING CHECKOUTS TO HAVE A GATE AND 36"H SIDE SCREEN. PROVIDE A 6"H BLACK VINYL BASE AT ALL CHECKOUTS
12. ELECTRONIC ARTICLE SURVEILLANCE SYSTEM

PHARMACY DEPARTMENT:
13. RX WAITING ROOM
   (6) SEATS
   (2) TABLE LAMP (WHEN SHOWN)
   (2) MAGAZINE RACK LOCATE AT 42" AFF
   (2) PIECES OF ARTWORK 22"X28" (SEE INTERIOR ELEVATION FOR LOCATION)
14. FIXED GLASS PANEL OPENING (SEE ARCH DWGS)
15. COMPUTER TERMINAL:
   15A INTERCOM PLUS TERMINAL
   15B INTERCOM TERMINAL
   15C TRAINING TERMINAL
16. RX SINK AND CABINET
17. CRX SINK AND CABINET
18. RX REFRIGERATOR
19. PROVIDE 4 CAMPITILES FLOOR WITH A RUBBER BASE. RX UNDERCOUNTER INSERTS:
   #1 - RX 3 DRAWER VAL UNIT
   #2 - RX 3 DRAWER FILE INSERT
   #3 - RX OPEN UNIT
   #4 - RX PRINTER CABINET
   #5 - RX 5 DRAWER FILE INSERT
   #7 - RX OPEN UNIT W/ CPU SHELF
   #8 - RX PRINTER INSERT
   #9 - RX COMMUNICATION CABINET

OFFICE:
20. PROVIDE TILED FLOOR & VINYL WALLCOVERING
21. UNDER COUNTER SHELF UNIT
22. COMPUTER PRINTER
23. LATERAL FILE
24. ADMINISTRATION TERMINAL
25. TILL LOCKER
26. SAFE

STOCKROOM:
27. GRAVITY CONVEYOR
28. NEXT-A-FLEX CONVEYOR
29. POWER ROLLER CONVEYOR
30. BALER 50"W X 24"D X 78"H

EMPLOYEE ROOM
31. TV, VCR & BRACKET PROVIDED BY WALGREENS
32. EMPLOYEE LOCKERS: (1) 7'W & (1) 6'W X 18"D
33. 8'-0"W X 2'0 EMPLOYEE COUNTER W/ CABINETS
34. EMPLOYEE ROOM REFRIGERATOR
35. EMPLOYEE ROOM SINK IN COUNTER
36. 8'-0" MIRROR WAL ABOVE COUNTER

MISC.
37. (1) ELECTRICAL OUTLET FOR FUTURE USE
38. VENDOR RACKS: REMOVE BASE BECK & SHOES; END PANEL TO REMAIN
39. PROVIDE OPENING FOR ONE WAY GLASS (SEE INTERIOR ELEVATION FOR LOCATION)
40. NEWSPAPER RACK BY VENDOR

EXECUTIVE APPROVAL		DATE
EXEC. VICE PRESIDENT DRUG STORE OPERATIONS	G. KRAISS	12-4-96
SR. VICE PRESIDENT FACILITIES DEVELOPMENT	W. SHIEL	11-20-96
VICE PRESIDENT DRUG STORE OPERATIONS	J. KARLIN	1-8-97
REGIONAL VICE PRESIDENT		
SR. MANAGER PLANNING & DESIGN	J. MARK	12-4-96

Walgreens
FACILITIES PLANNING AND DESIGN
200 WILMOT ROAD, DEERFIELD, IL. 60015
847-940-2500

PROJECT DATA

TYPE		GENERAL SALES	☒	FOOD MART	☒
NEW LOCATION	☒	PHARMACY	☒	BEER	☐
NEW LOCATION EXISTS BLDG.	☐	LIQUOR	☐	SECURITY	☐
REMODEL	☐	1 HOUR PHOTO	☒	24 HOUR STORE	☐

SQUARE FOOT AREA SUMMARY

DEPARTMENT		SALES	STOCK	SERVICE	TOTAL EXIST'G	TOTAL NEW
GEN. SALES	EXIST					
	NEW	9057	1741	1198		11996
LIQ.	EXIST					
	NEW					
BEER	EXIST					
	NEW					
1 HR PHOTO	EXIST					
	NEW	225				225
BSMT.	EXIST					
	NEW					
MEZZ. AREA	EXIST					
	NEW					
RX WAIT'G	EXIST					
	NEW	984				984
FOOD MART	EXIST					
	NEW	700				700
TOTAL EXIST						
TOTAL NEW		10966	1741	1198		13905

TOTAL AREA- FIRST FLOOR 13905 SQ. FT.
TOTAL AREA- OTHER LEVELS 0 SQ. FT.
GROSS AREA INCLUDING ALL DEPARTMENTS AND ALL LEVELS 13905 SQ. FT.
RX SHELVING LINEAL FEET 97 LIN. FT.
RX SQUARE FOOT AREA 798 SQ. FT.

FIXTURE MANUFACTURER

KIECHLER/MYERS ☐ MADIX/MYERS ☐ LOZIER/STORCRAFT ☒

REVISIONS

NO.	DATE	BY	DESCRIPTION	CONST.
D1	5-28-97	CAB	REVISE D1 PER MOL (D1003)	

CERTIFICATION AND SEAL

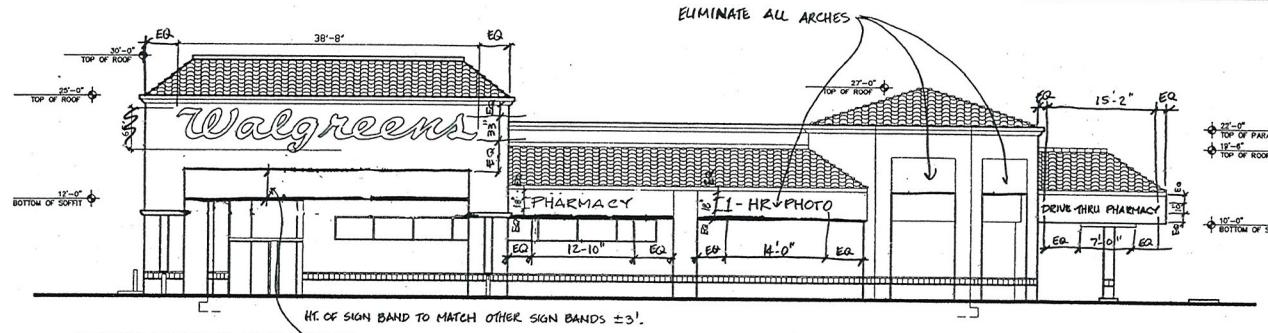
I HEREBY CERTIFY THAT THIS PLAN AND SPECIFICATION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT OR ENGINEER UNDER THE LAWS OF THE STATE OF NEVADA AS SIGNIFIED BY MY HAND AND SEAL.

PROJECT NAME
DEL WEBB AND LAKE MEAD
LAS VEGAS, NV

DRAWING TITLE
FIXTURE PLAN

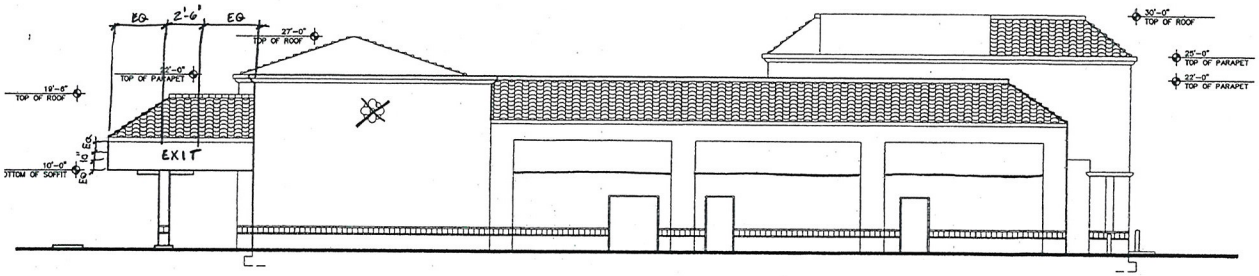
DATE: 11-11-96
DRAWN BY: C. BOWDEN
CADD PLOT: F042420103
VOID PLOT: F042420102
STORE NO. 1193-04242
SCALE 1/8"=1'-0"
RELEASED TO CONSTRUCTION
DRAWING NO. D1
OF SHEETS.

RECEIVED
APR 12 2010
SUP-37566



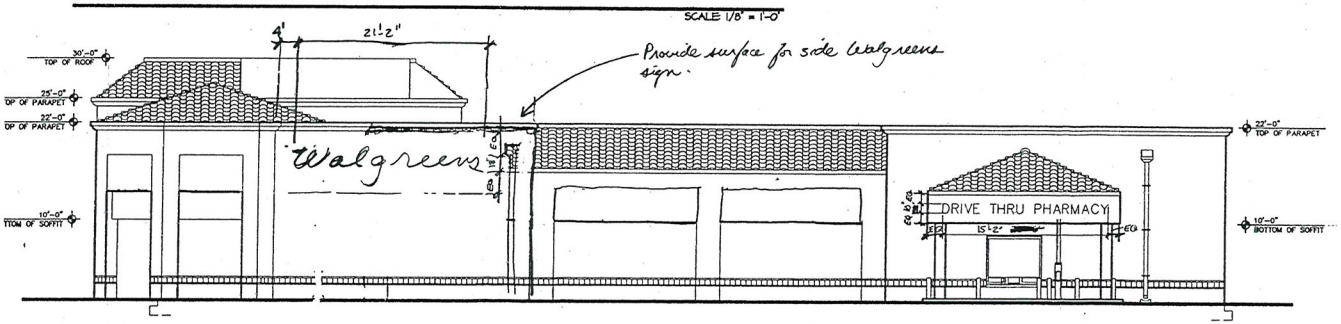
SOUTH (FRONT) ELEVATION

SCALE 1/8" = 1'-0"



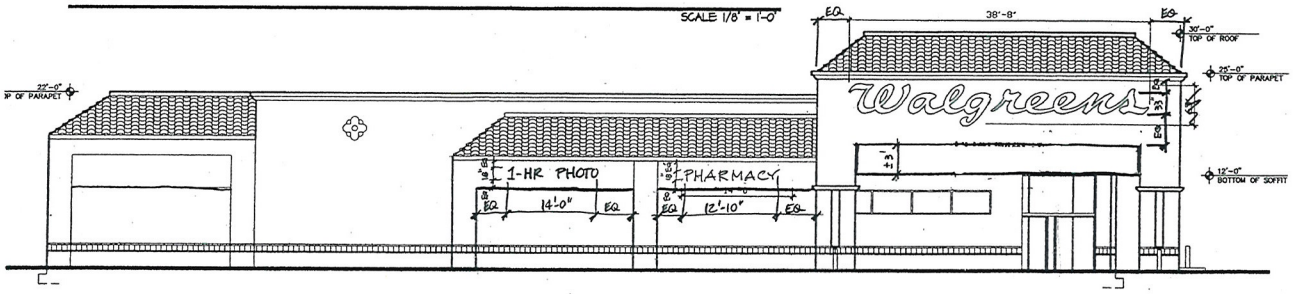
NORTH ELEVATION

SCALE 1/8" = 1'-0"



EAST ELEVATION

SCALE 1/8" = 1'-0"



WEST ELEVATION

SCALE 1/8" = 1'-0"

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Walgreens
FACILITIES PLANNING, DESIGN, & ENGINEERING
106 WILMOT ROAD
DEERFIELD, IL 60015-4616

NO.	DATE	BY	DESCRIPTION	CONST

REVISIONS

CERTIFICATION AND SEAL

I HEREBY CERTIFY THAT THIS PLAN AND SPECIFICATION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT OR ENGINEER UNDER THE LAWS OF THE STATE OF XXXXXXXX AS SIGNIFIED BY MY HAND AND SEAL.

STORE NUMBER 04242

PROJECT NAME
WALGREENS STORE
9420 W LAKE MEAD BLVD
LAS VEGAS, NV

DRAWING TITLE
EXTERIOR ELEVATIONS

CADD PLOT: 04242-A21-BW-16NOV09	SCALE: AS SHOWN	DRAWING NO.
VOID PLOT:	DRAWN BY: K. TRAUMANN CO.	A2.1
SUPERSEDES PLAN DATED:	DATE: 11-16-09	
	REVIEWED BY:	OF DWGS



SUP-37566 - APPLICANT: WALGREEN CO. - OWNER: A & M LAKE MEAD, LLC
9420 WEST LAKE MEAD BOULEVARD

03/18/10



SUP-37566 - APPLICANT: WALGREEN CO. - OWNER: A & M LAKE MEAD, LLC
9420 WEST LAKE MEAD BOULEVARD

03/18/10



SUP-37566 - APPLICANT: WALGREEN CO. - OWNER: A & M LAKE MEAD, LLC
9420 WEST LAKE MEAD BOULEVARD

03/18/10



SUP-37566 - APPLICANT: WALGREEN CO. - OWNER: A & M LAKE MEAD, LLC
9420 WEST LAKE MEAD BOULEVARD

03/18/10

LIONEL SAWYER & COLLINS

ATTORNEYS AT LAW
1700 BANK OF AMERICA PLAZA
300 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101
(702) 383-8888
FAX (702) 383-8845
lsc@lionelsawyer.com
www.lionelsawyer.com

SAMUEL S. LIONEL
GRANT SAWYER
(1918-1996)
JON R. COLLINS
(1923-1987)
RICHARD H. BRYAN
JEFFREY P. ZUCKER
PAUL R. HEJMANOWSKI
ROBERT D. FAISS
DAVID N. FREDERICK
RODNEY M. JEAN
HARVEY WHITTEMORE
TODD TOUTON
CAM FERENBACH
LYNDA S. MABRY
MARK H. GOLDSTEIN
KIRBY J. SMITH
COLLEEN A. DOLAN
JENNIFER A. SMITH
DAN R. REASER
PAUL E. LARSEN
ALLEN J. WILT
LYNN S. FULSTONE
RORY J. REID
DAN C. McGUIRE
JOHN E. DAWSON
FRED D. "PETE" GIBSON, III
CHARLES H. McCREA JR.
GREGORY E. SMITH
MALANI L. KOTCHKA
LESLIE BRYAN HART
CRAIG E. ETEM
TODD E. KENNEDY
MATTHEW E. WATSON
SHAWN M. ELICEGUI
JOHN M. NAYLOR
WILLIAM J. McKEAN
ELIZABETH BRICKFIELD
GREGORY R. GEMIGNANI
LINDA M. BULLEN
LAURA J. THALACKER
DOREEN SPEARS HARTWELL
LAURA K. GRANIER
MAXIMILIANO D. COUVILLIER III
MICHAEL D. KNOX
ERIN FLYNN
JENNIFER ROBERTS
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MATTHEW R. POLICASTRO
JENNIFER J. DiMARZIO
PEARL L. GALLAGHER
CHRISTINE D. SMITH
SUSAN L. MYERS
BRIAN S. PICK
JENNIFER L. BRASTER
LUCAS J. TUCKER
CHRISTOPHER WALTHER
KEVIN J. HEJMANOWSKI
KETAN D. BHIRUD
LAUREN D. CALVERT
ROBERT W. HERNQUIST
CHRISTIAN HALE
TIMOTHY R. MULLINER
COURTNEY MILLER O'MARA
BRIAN H. SCHUSTERMAN
MOHAMED A. IQBAL, JR.
KELLY R. KICHLINE
MARK J. GARDBERG
ELIZABETH A. HIGH
JAMES B. GIBSON
GREG J. CARLSON
ABIGAYLE F. DANG

OF COUNSEL
RICHARD J. MORGAN*
ELLEN WHITTEMORE
CHRISTOPHER MATHEWS
MARK A. CLAYTON

*ADMITTED IN CA ONLY

WRITER'S DIRECT DIAL NUMBER:
(702)-383-8946
jroberts@lionelsawyer.com

February 11, 2010

VIA FACSIMILE & HAND DELIVERY

Planning and Development Department
City of Las Vegas
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

RE: ***Application for Special Use Permit***

To Whom It May Concern:

I am writing on behalf of Walgreen Co. in support of the application for a special use permit for the addition of accessory "off-sale" packaged beer, wine, and liquor at the premises of Walgreens at 9420 Lake Mead Boulevard. The location is currently operating and licensed as a drug store.

This location is zoned P-C, Planned Community District. The proposed sale of packaged liquor will not adversely affect nearby properties, as the business is surrounded by other commercial uses and abuts the commercial corridor of Lake Mead Boulevard. There are numerous businesses along Lake Mead Boulevard that sell alcohol, so the proposed additional use would not be unique to the area. The addition of packaged alcoholic beverages would constitute a very minor portion of Walgreens' overall business at this location. Moreover, the location is adequately buffered from nearby residential by other commercial uses and Lake Mead Boulevard. The site also currently complies with all other requirements pursuant to the City of Las Vegas Municipal Code.

With this special use permit, Walgreens will remain competitive with similar businesses by offering patrons the option to purchase packaged beer, wine, or liquor for consumption off-premises. Since this use is commonly found at drug and retail

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grocery stores in Las Vegas, there would be no variable impact on other businesses by allowing Walgreens to sell alcohol for the convenience of its customers at this location.

Walgreens will continue to maintain its high-level standard of operations, and the design, hours of operation, traffic generation, lighting, and noise at this location will remain unchanged with the issuance of a special use permit to allow for accessory packaged beer, wine, and liquor sales. Also, the location will not devote more than 10% of the retail floor space to the display or merchandising of alcoholic beverages.

Furthermore, Walgreen Co. is a well-established national company with shares traded on the New York Stock Exchange. The company has over 60 stores in southern Nevada that maintain a low impact on neighboring properties.

As Walgreens is currently operating and the addition of packaged beer, wine, and liquor for sale is compatible with the zoning, we respectfully request a special use permit for the addition of accessory "off-sale" packaged beer, wine, and liquor sales.

Please call me if you have any questions or need additional information.

Sincerely,

Jennifer Roberts

cc: Ms. Rebecca Lidskin

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City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas. Nevada 89101

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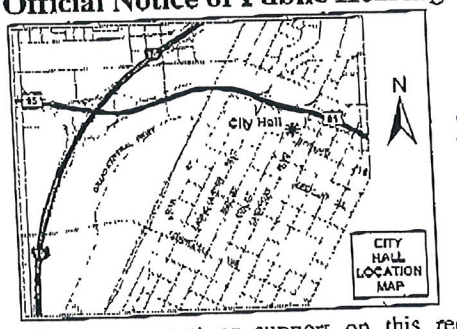

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37566
City Council Meeting of 5/19/2010

ALDER ZAN
9245 MAGIC FLOWER AVE
LAS VEGAS NV 89134-6068

APN#13819512009

CAVOSI1 89134

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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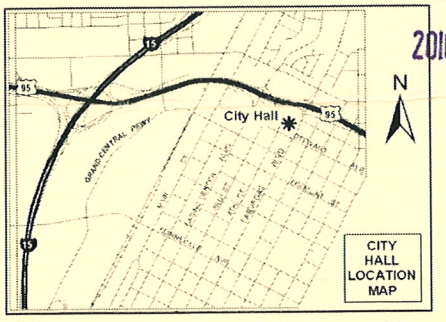

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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City Council Meeting of 5/19/2010

RIGBY FAMILY TRUST
RIGBY LARUE A TRS
9628 BUCKHORN DR
LAS VEGAS NV 89134-7835

APN#13818810003

CAVOSI1 89134

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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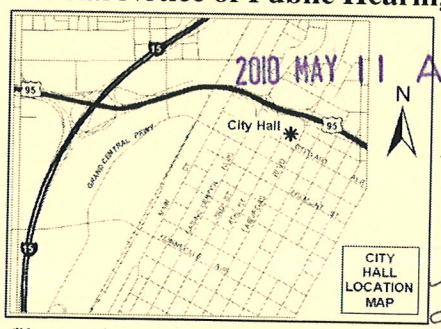

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37566

City Council Meeting of 5/19/2010

We have plenty of Beer & Wine - We have Vons, Smith and Albertsons not to list all the liquor on Lake Mead We do not need more in our neighborhoods. Add this to the last drive on this part of Lake Mead also Beer & Wine is available at the Fresh & Easy. No, No, No.

How many do we need

Please say No

CRAWFORD DIANNE LEE
9412 CALICO GARDEN AVE
LAS VEGAS NV 89134-0162

APN#13818813019

CAVDS11 89134

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City of Las Vegas
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Las Vegas, Nevada 89101

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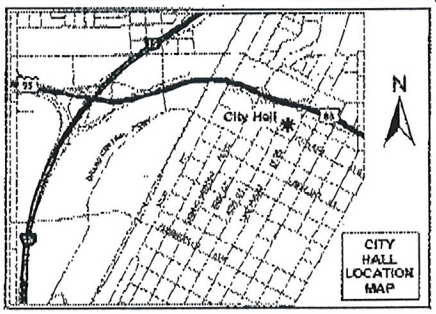

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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City Council Meeting of 5/19/2010

ORTON RONALD F & C REV FAM TR
ORTON RONALD F & CHERIENNE TRS
9516 CALICO GARDEN AVE
LAS VEGAS NV 89134-0165

APN#13818813009

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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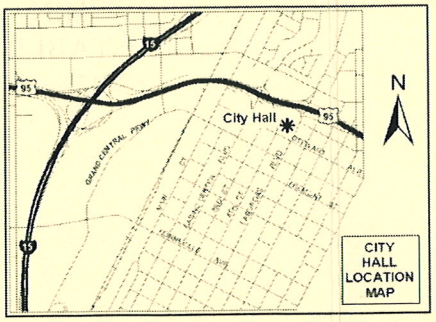

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-37566
City Council Meeting of 5/19/2010

SOMERTON 1987 FAMILY TRUST
SOMERTON MELVIN & GERALDINE
2552 BIG TIMBER DR
LAS VEGAS NV 89134-7829

APN#13818411044

89134$7829 C005

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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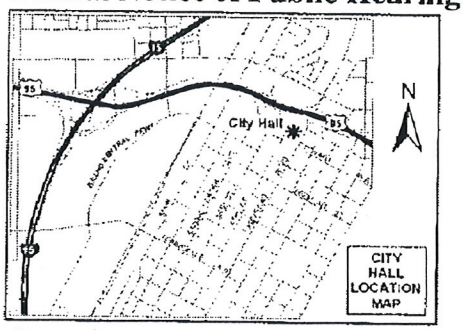

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City Council Meeting of 5/19/2010

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MARTINEZ NORMAN M & ESPERANZA
9248 SUN ROSE AVE
LAS VEGAS NV 89134-6005

APN#13818816004

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Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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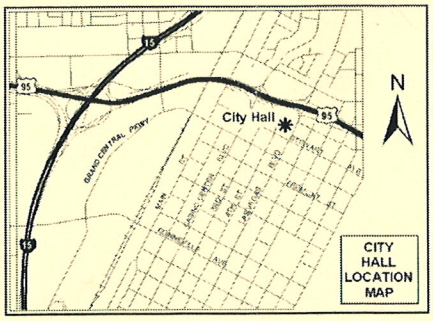

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

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SUP-37566
City Council Meeting of 5/19/2010

WELLS FREDERICK L & NANCY L
2421 SHADY VISTA DR
LAS VEGAS NV 89134-0192

APN#13818814021

There are enough places close by to buy liquor. We don't need another one! There are a lot of old people in this area who don't need to be drinking & driving.

CA 05 11 89134

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400 Stewart Avenue
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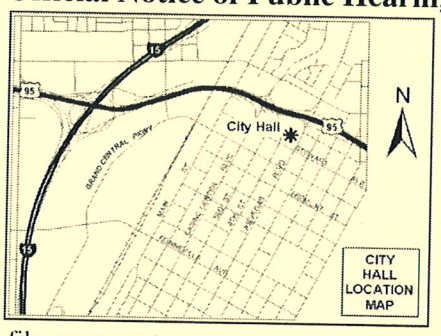

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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City Council Meeting of 5/19/2010

MARTINEZ ROBERT & TERESA C
9625 SUNDIAL DR
LAS VEGAS NV 89134-7828

APN#13818712055

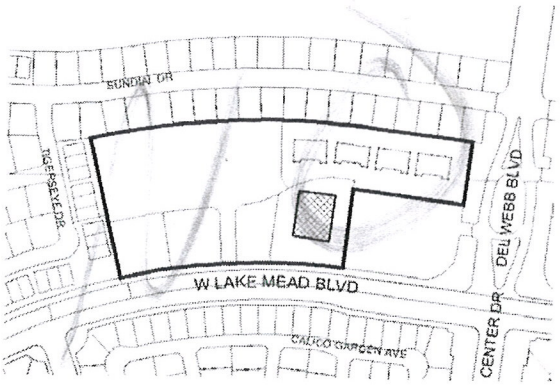
CAVDS11 89134

Application Information

SUP-37566 - APPLICANT: WALGREEN CO. - OWNER: A & M LAKE MEAD, LLC - Request for a Special Use Permit FOR A 79 SQUARE-FOOT ACCESSORY PACKAGE LIQUOR OFF-SALE WITHIN AN EXISTING 13,905 SQUARE-FOOT RETAIL ESTABLISHMENT at 9420 West Lake Mead Boulevard (APN 138-18-821-005), P-C (Planned Community) Zone, Ward 4 (Anthony)

HAVE WE NOT HAVE ENOUGH LIQUOR IN LV. BRINGS MORE BAD POPLE IN OUR NE + DRUNKS AND DRIVING WHILE DRINGING WE DONT NEED IT HERE - THEY CAN GO SOMEWHERE ELSE TO BUY LIQUOR

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	***May 19, 2010***
Time:	1:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

Any and all interested persons may appear and be heard at said meeting, or may, prior thereto, file written objections thereto or approvals thereof with the City Clerk, 1st Floor, City Hall, 400 Stewart Avenue, Las Vegas, Nevada, 89101. For further information, including the full staff report, please call (702) 229-6311 (TDD 386-9108) or go to http://www.lasvegasnevada.gov

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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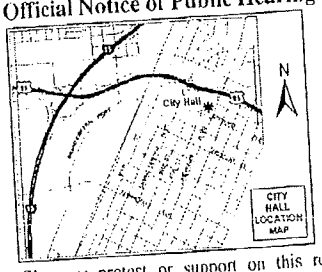

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-37566

City Council Meeting of 5/19/2010

SOLOSKI LEE & RALYNE
2317 PINE BLUFF CT
LAS VEGAS NV 89134-0176

APN#13819511003

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P.1
TO:3824803
7023632842
MAY-10-2010 07:13P FROM:SANDRA MARSHALL
05/10/2010 MON 10:07 [TX/RX NO 7707] 0001

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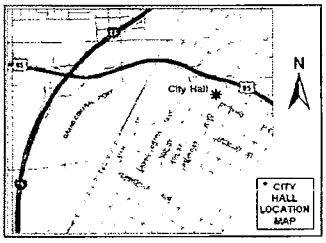

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37566

City Council Meeting of 5/19/2010

MARSHALL BRIAN L & SANDRA M
2405 RICE FLOWER CIR
LAS VEGAS NV 89134-6079

APN#13818816069

CAVDS11 89134

y of Las Vegas
Office Of The City Clerk
00 Stewart Avenue
Vegas, Nevada 89101

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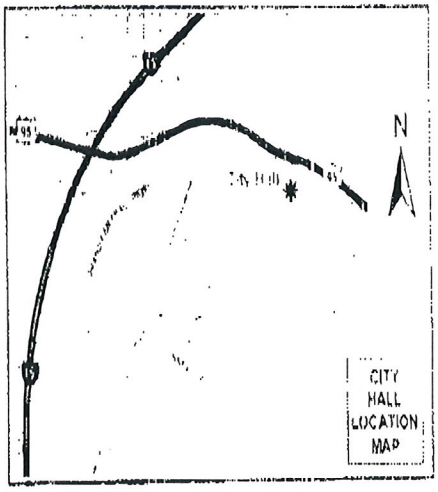

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JOEL JACOBS

you wish to 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-37566
City Council Meeting of 5/19/2010

JACOBS BARBARA & JOEL TRUST
JACOBS JOEL T & BARBARA TRS
9633 SUNDIAL DR
LAS VEGAS NV 89134-[illegible]

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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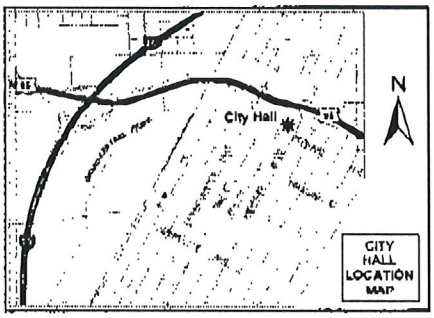

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37566
City Council Meeting of 5/19/2010

KANE TRUST
KANE ALAN J & MYRA TRS
9713 BLUE BELL DR
LAS VEGAS NV 89134-7834

APN#13818411019

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 MAY07 2010
MAILED FROM ZIP CODE 89101

RECEIVED
CITY CLERK
2010 MAY 11 A 11:05

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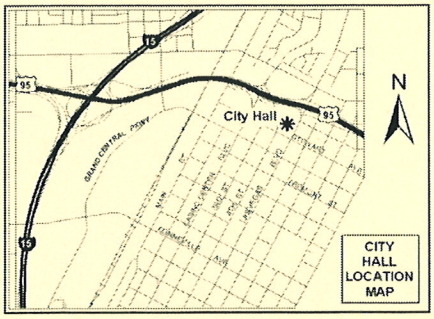

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37566
City Council Meeting of 5/19/2010

LENTZ ROSALIE TRUST
LENTZ ROSALIE L TRS
9728 SUNDIAL DR
LAS VEGAS NV 89134-7843

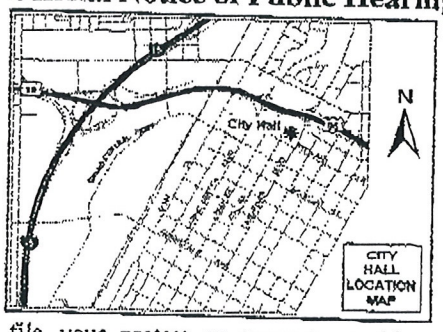
APN#13818310030

CAVOS11 A9134

05/10/2010 MON 12:41 [TX/RX NO 7697] 001

of Las Vegas
ce Of The City Clerk
Stewart Avenue
Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

ase use available blank space on card for your comments.

P-37566

y Council Meeting of 5/19/2010

RECEIVED
CITY CLERK
2010 MAY 10 P 2:48

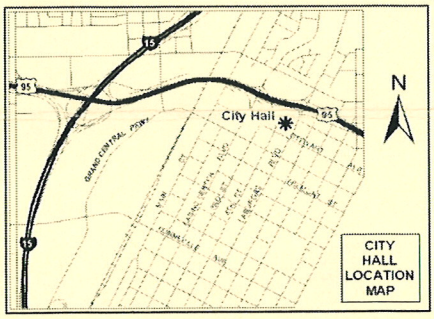
A & M LAKE MEAD L L C
23462 PALM DR
CALABASAS CA 91302-1876

APN#13818821005

CAVDS11 91502

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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SUP-37566

City Council Meeting of 5/19/2010

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UNITED STATES POSTAGE
PITNEY BOWES
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0004279218
$ 00.41⁴
MAY 07 2010
MAILED FROM ZIP CODE 89101

BOROWSKI GERALD G & MARY A
2560 BIG TIMBER DR
LAS VEGAS NV 89134-7829

APN#13818411045

CAVDS11 89134

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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PITNEY BOWES
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$ 00.41⁴
MAY 07 2010
MAILED FROM ZIP CODE 89101

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CITY CLERK

2010 MAY 11 A 11:05

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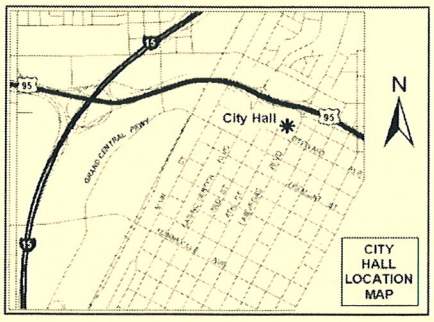

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37566
City Council Meeting of 5/19/2010

MCNARY DUANE & SHARON
9540 EAGLE VALLEY DR
LAS VEGAS NV 89134-7815

APN#13818710095

CAVDS11 89134

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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0004279218
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MAY 07 2010
MAILED FROM ZIP CODE 89101

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CITY CLERK

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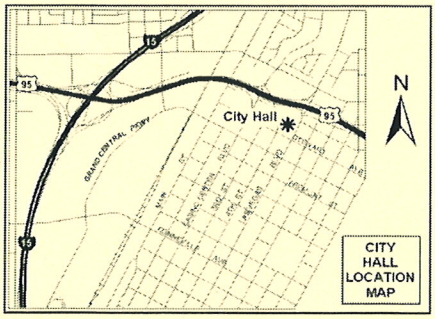

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37566
City Council Meeting of 5/19/2010

BROWN FAMILY TRUST
BROWN DON & MARGA TRS
9641 SUNDIAL DR
LAS VEGAS NV 89134-7828

APN#13818712058

CAVDS11 89134

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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CITY CLERK

2010 MAY 11 P 3:03

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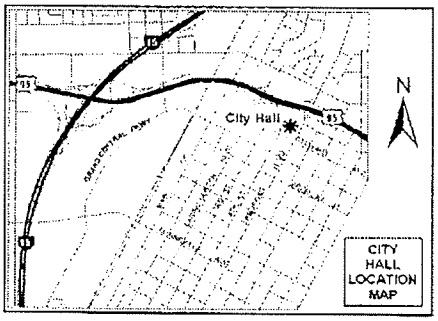
Official Notice of Public Hearing



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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37566
City Council Meeting of 5/19/2010

ENGELLENNER GERALD W
P O BOX 370252
LAS VEGAS NV 89137-0252

APN#13818712002

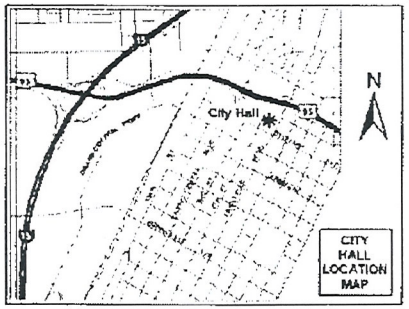
CAVDS11 89137

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
702-228-2148
Apr 12 10 09:38a Jared

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-37566

Planning Commission Meeting of 4/22/2010

Case: SUP-37566
13819511003
SOLOSKI LEE & RALYNE
2317 PINE BLUFF CT
LAS VEGAS NV 89134-0176

RECEIVED
APR 12 2010

8p

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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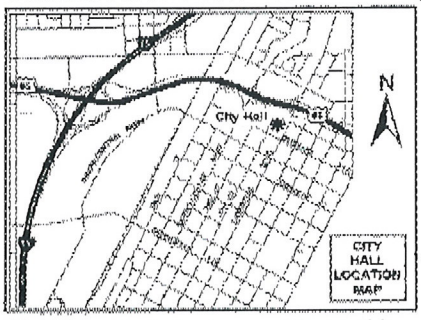

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37566
Planning Commission Meeting of 4/22/2010

Case: SUP-37566
13818813009
ORTON RONALD F & C REV FAM TR
9516 CALICO GARDEN AVE
LAS VEGAS NV 89134-0165

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APR 11 2010

FAX 385 7268

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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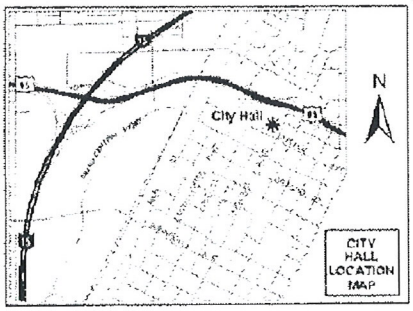
Official Notice of Public Hearing



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☐ I SUPPORT this Reques:

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37566

Planning Commission Meeting of 4/22/2010

oppose!
Liquor and family merchandise and medicine should be separated.

Case: SUP-37566

13818710007
LYSGAARD FAMILY TRUST
2717 BILLY CASPER DR
LAS VEGAS NV 89134-7814

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APR 11 2010

gp

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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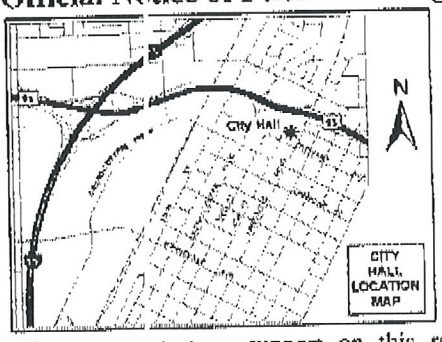

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37566

Planning Commission Meeting of 4/22/2010

Case: SUP-37566

13819515031
KAWANDA ROY OSAMU
P O BOX 1487
LANCASTER CA 93584-1487

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APR 13 2010

gp

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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02 1M $ 00.41⁴
0004279216 APR 09 2010
MAILED FROM ZIPCODE 89101

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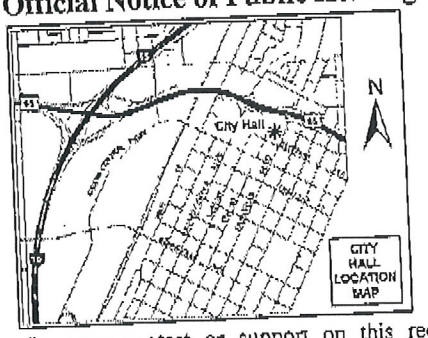

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37566

Planning Commission Meeting of 4/22/2010

Case: SUP-37566

13819512009
ALDER ZAN
9245 MAGIC FLOWER AVE
LAS VEGAS NV 89134-6068

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APR 13 2010

98

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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PITNEY BOWES
02 1M $ 00.41⁴
0004279218 APR 09 2010
MAILED FROM ZIP CODE 89101

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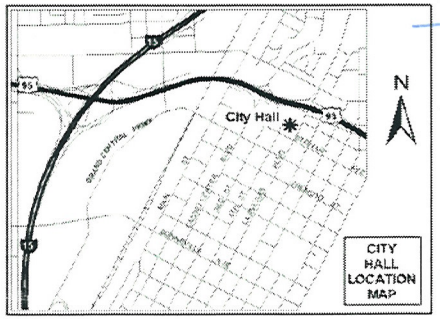
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-37566

Planning Commission Meeting of 4/22/2010

Parking is a problem at this store. Just what we need Drinkers with driving and added trash in the neighborhood - We are addimently against this liquor Sales

D L Crawford

Case: SUP-37566

13818813019
CRAWFORD DIANNE LEE
9412 CALICO GARDEN AVE
LAS VEGAS NV 89134-0162

Smith is close, Albertsons is close all have liquor and Vons -

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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02 1M $ 00.41⁴
0004279218 APR 09 2010
MAILED FROM ZIP CODE 89101

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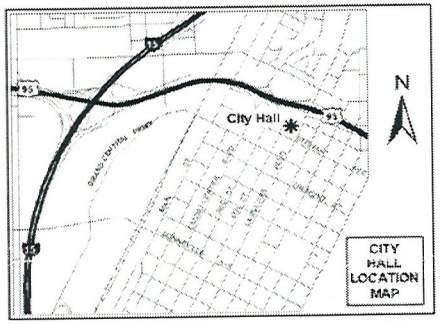
Official Notice of Public Hearing



NO - BECAUSE ALL THE DURKS & BAD PEPLE WILL COME AROUND NEXT THINK, YOU WILL PUT A BEER JOINT IN

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or 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-37566

Planning Commission Meeting of 4/22/2010

Case: SUP-37566
13818712055
MARTINEZ ROBERT & TERESA C
9625 SUNDIAL DR
LAS VEGAS NV 89134-7828

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BAVDS11 89134

8

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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02 1M
0004279218
$ 00.41⁴
APR 09 2010
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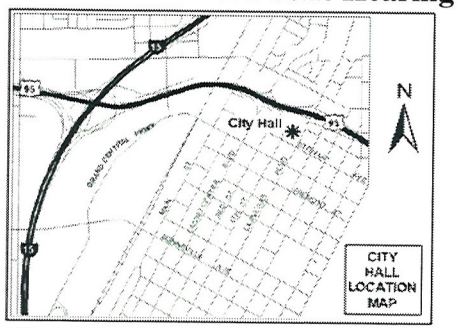

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37566

Planning Commission Meeting of 4/22/2010

Case: SUP-37566

13818710077
ROJAS GLORIA
9541 RUBY HILLS DR
LAS VEGAS NV 89134-7811

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SA

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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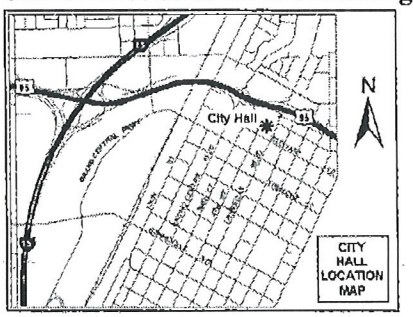

JX LAS VEGAS NV 850 04-10-10

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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SUP-37566
Planning Commission Meeting of 4/22/2010

Case: SUP-37566
13818816075
MAJOR PRODUCTS COMPANY INC
66 INDUSTRIAL AVE
LITTLE FERRY NJ 07643-1913

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9A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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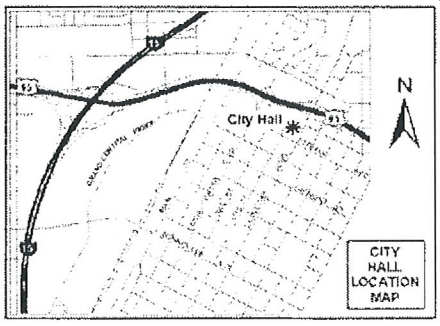

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SUP-37566

Planning Commission Meeting of 4/22/2010

Case: SUP-37566
13818712002
ENGELLENNER GERALD W
P O BOX 370252
LAS VEGAS NV 89137-0252

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APR 13 2010

8A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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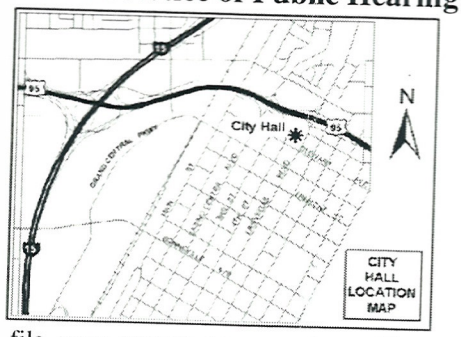

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☐ I OPPOSE this Request

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SUP-37566

Planning Commission Meeting of 4/22/2010

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02 1M $ 00.41⁴
0004279218 APR 09 2010
MAILED FROM ZIP CODE 89101

"WALGREENS" IS PROBABLY AT A DISADVANTAGE NOW NOT BEING ABLE TO SELL LIQUOR. THEY NEED TO COMPETE WITH OTHER STORES VERY CLOSE, THAT CAN - CVS, ETC! THEY DRAW STRONG BUSINESS FROM SUN CITY, GOOD LUCK!

13818710009 Case: SUP-37566
PISARSKI WALTER & N REV LIV TR
9629 EAGLE VALLEY DR
LAS VEGAS NV 89134-7818

RECEIVED
APR 13 2010

BAVDS11 89134

8A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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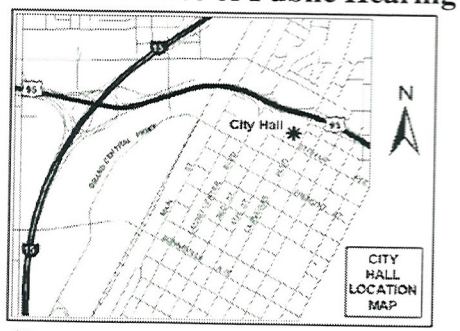

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[X] I SUPPORT this Request

[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37566

Planning Commission Meeting of 4/22/2010

Case: SUP-37566

13818816079
GRAB GEORGE C & JILL C
2432 RICE FLOWER CIR
LAS VEGAS NV 89134-6020

RECEIVED
APR 13 2010

84

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
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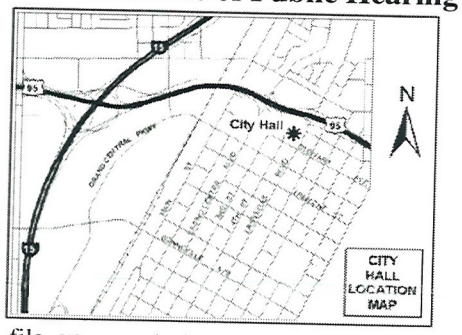

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☒ I SUPPORT this Request

☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37566

Planning Commission Meeting of 4/22/2010

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41⁴
0004279218 APR 09 2010
MAILED FROM ZIP CODE 89101

13818710015 Case: SUP-37566
BATEMAN R TERRELL & KARLEEN M C
9605 EAGLE VALLEY DR
LAS VEGAS NV 89134-7818

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BAVDS11 89134

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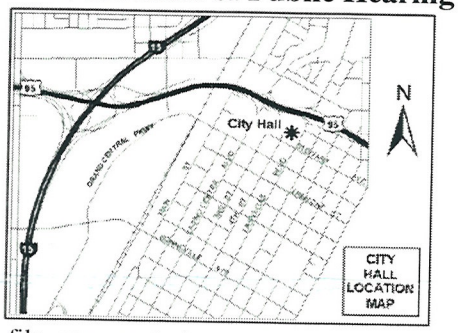

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SUP-37566

Planning Commission Meeting of 4/22/2010

Case: SUP-37566

13817410075
GAVIN JAMES E & SALLY A REV TR
2405 FLOYD CT
LAS VEGAS NV 89134-8305

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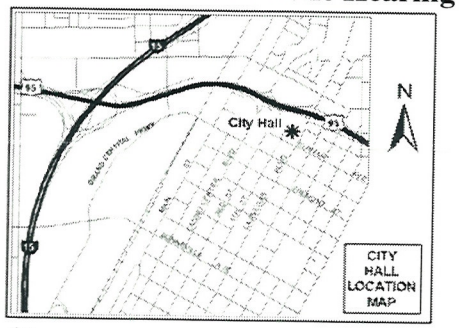

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SUP-37566

Planning Commission Meeting of 4/22/2010

Case: SUP-37566

13818411023
KISOSONDI MATTHEW G JR & JULIA
9672 BLUE BELL DR
LAS VEGAS NV 89134-7831

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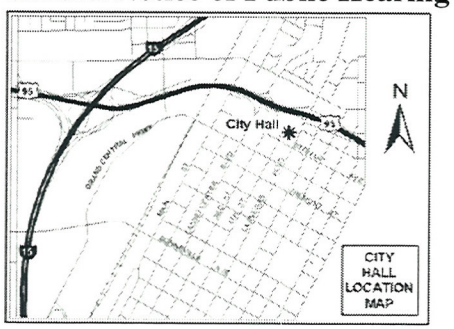

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[X] I SUPPORT this Request

[ ] I OPPOSE this Request

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SUP-37566

Planning Commission Meeting of 4/22/2010

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Case: SUP-37566
13818710067
MEADE STANLEY B & SHIRLEY J
2740 PINKERTON DR
LAS VEGAS NV 89134-7809

APR 13 2010

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04/12/2010 MON 7:55 FAX 7027922780 Candlelighters 001/002

City of Las Vegas
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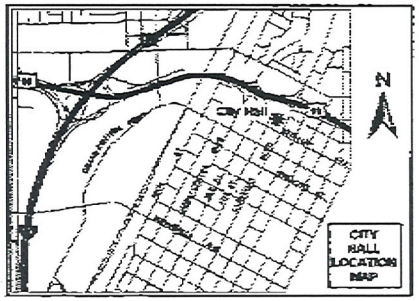

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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SUP-37566

Planning Commission Meeting of 4/22/2010

Case: SUP-37566

13818816057
LEWIS CARRIE ANNE
2436 GINGER LILY
LAS VEGAS NV 89134-6032

89134

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Development Services Center
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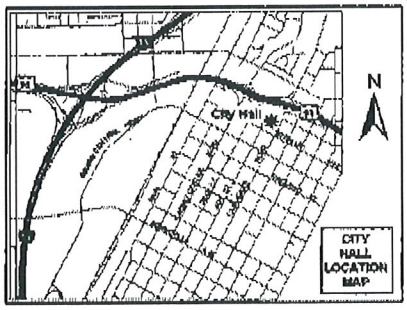

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13818816057
LEWIS CARRIE ANNE
2436 GINGER LILY
LAS VEGAS NV 89134-6032

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Las Vegas, Nevada 89101-2986

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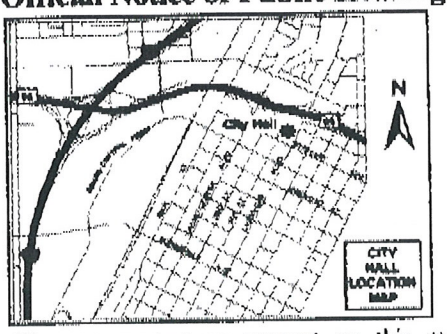

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37566

Planning Commission Meeting of 4/22/2010

Case: SUP-37566
13818310026
SILVER TRUST
2708 TUMBLE BROOK DR
LAS VEGAS NV 89134-7879

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APR 11 2010

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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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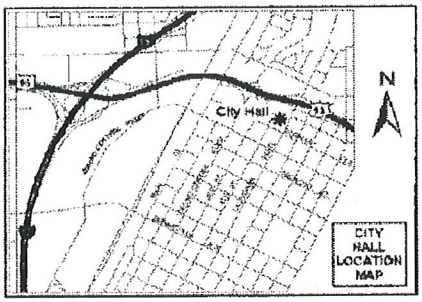

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Please use available blank space on card for your comments.

SUP-37566
Planning Commission Meeting of 4/22/2010

Case: SUP-37566
13817410085
LANDI LOIS J 1993 TRUST
2404 TOTEM POLE CT
LAS VEGAS NV 89134-8302

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APR 11 2010

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Apr 10 2010 12:37PM HP LASERJET FAX 7022550196 p.1

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Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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MAILED FROM ZIP CODE 89101

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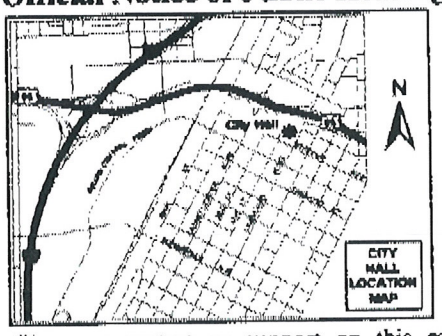

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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SUP-37566

Planning Commission Meeting of 4/22/2010

Case: SUP-37566

13818310027
SILVER TRUST
2704 TUMBLE BROOK DR
LAS VEGAS NV 89134-7879

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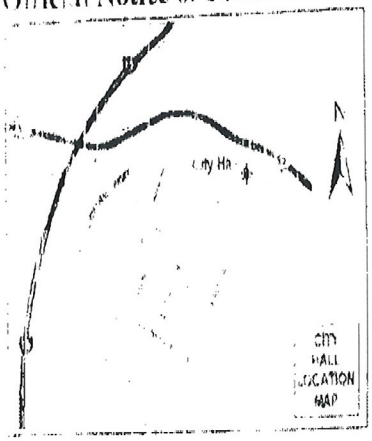
Return Service Requested
Official Notice of Public Hearing



[illegible] your protest or support on this request, check the [illegible] below and return this card in an envelope with postage to the [illegible] Development Department at the address listed above or fax this [illegible] card to (702) 385-7263. If you would like to contact your Council [illegible] please call (702) 229-6405.

☑ I SUPPORT this Request

☐ I OPPOSE this Request

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[illegible] Commission Meeting of 4/2[illegible]

Case SUP-37566

[illegible]
JACOBS BARBARA & JOEL TRUST
9633 SUNDIAL DR
LAS VEGAS NV 89134-7828

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APR 11 2010

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APR-10-2010 01:14 PM BARBARA & JOEL JACOBS 7022282789 P.01

RESOLUTION INDICATING THAT SUN CITY SUMMERLIN COMMUNITY ASSOCIATION, INC. HAS NO OBJECTION TO WALGREENS DRUG SELLING PACKAGED LIQUOR, BEER AND WINE AT 9420 WEST LAKE MEAD, LAS VEGAS, NV 89134

WHEREAS, the Sun City Summerlin Community Association, Inc. is a Nevada Corporation duly organized and existing under the laws of the State of Nevada and gives the Board of Directors rule making authority;

WHEREAS, Walgreens Drug, a national drug store chain, is seeking a Special Use Permit for the sale of packaged liquor, beer and wine at 9420 West Lake Mead, Las Vegas, NV 89134 through the City of Las Vegas Planning and Zoning Department; and

WHEREAS, Walgreens Drug, through its attorney, Jennifer Roberts of Lionel Sawyer & Collins, 300 So. 4th Street, #1700, Las Vegas, NV 89101, has requested the support of the Special Use Permit from the Board of Directors for Sun City Summerlin Community Association; and

NOW THEREFORE, BE IT RESOLVED THAT the Board of Directors of Sun City Summerlin Community Association, Inc. has no objection to Walgreens Drug's Special Use Permit request conditioned upon the following: a) no individual container(s) of beer or wine will be sold at any time; and b) consumption of beer, wine or liquor on the premises of the entire commercial center wherein Walgreens Drug is located is prohibited.

This Resolution is adopted in resolution format at the April 5, 2010 Sun City Summerlin Community Association Board of Director's meeting.

BY: _____
David Steinman, President

ATTESTED: _____
Patricia Cullen, Secretary

Sun City Summerlin Nevada June 13, 1990 Community Assn. Inc.

RECEIVED
APR 07 2010

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City of Las Vegas Agenda Item No.: **84.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: MAY 19, 2010

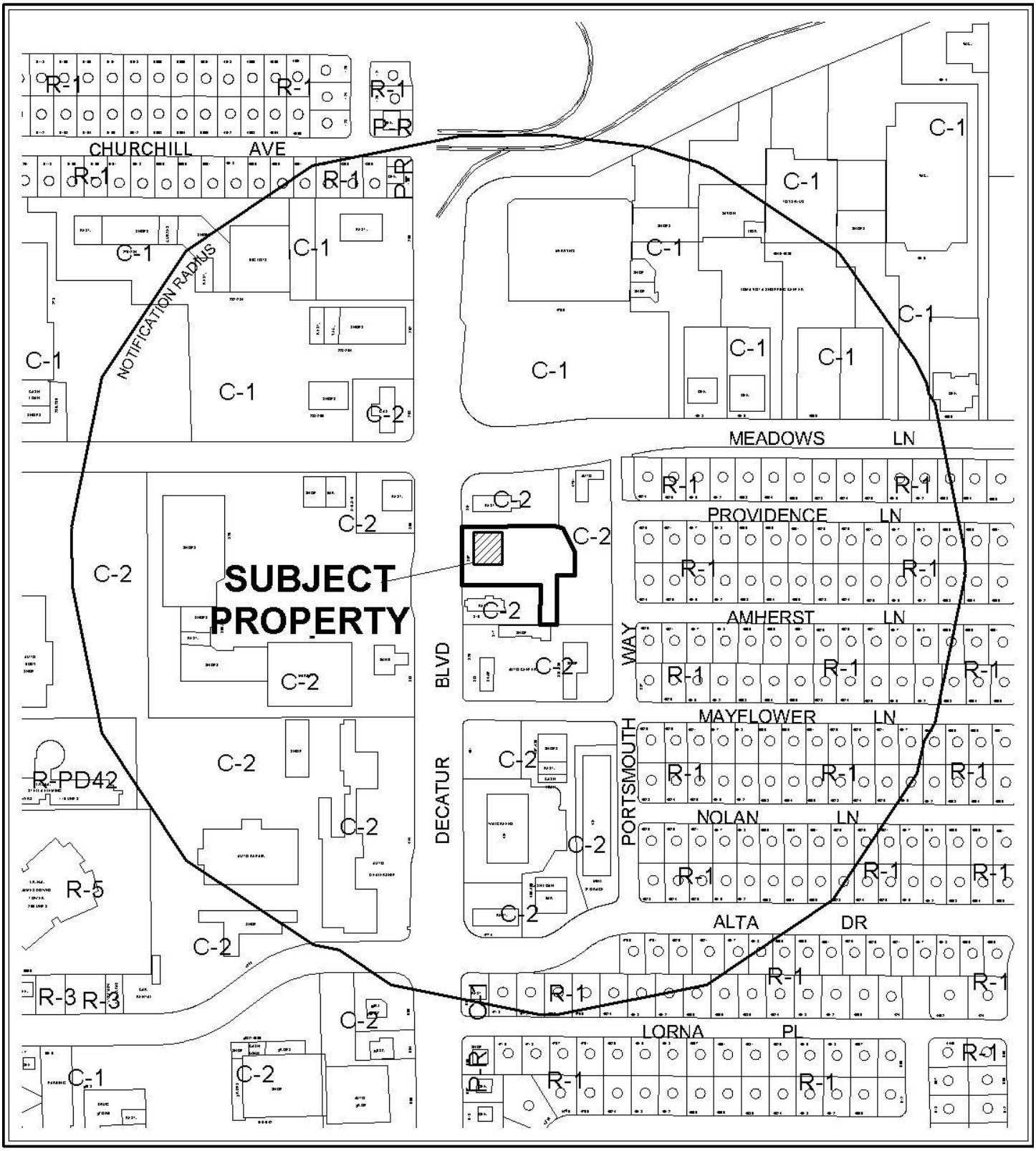
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-37576 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: CASH AMERICA/SUPER PAWN - OWNER: FREMONT WEST, LLC - Request for a Special Use Permit FOR A PAWN SHOP WITH WAIVERS TO ALLOW A 154-FOOT DISTANCE SEPARATION FROM A RESIDENTIALLY ZONED PROPERTY AND A 250-FOOT DISTANCE SEPARATION FROM A FINANCIAL INSTITUTION, SPECIFIED WHERE 200 FEET AND 1000 FEET, RESPECTIVELY, ARE REQUIRED at 307 South Decatur Boulevard (APN 139-31-201-003), C-2 (General Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**7**	**Planning Commission Mtg.**	**7**
City Council Meeting	**1**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest Postcard
7. Backup referenced from the April 22, 2010 Planning Commission Meeting Item SUP-37576



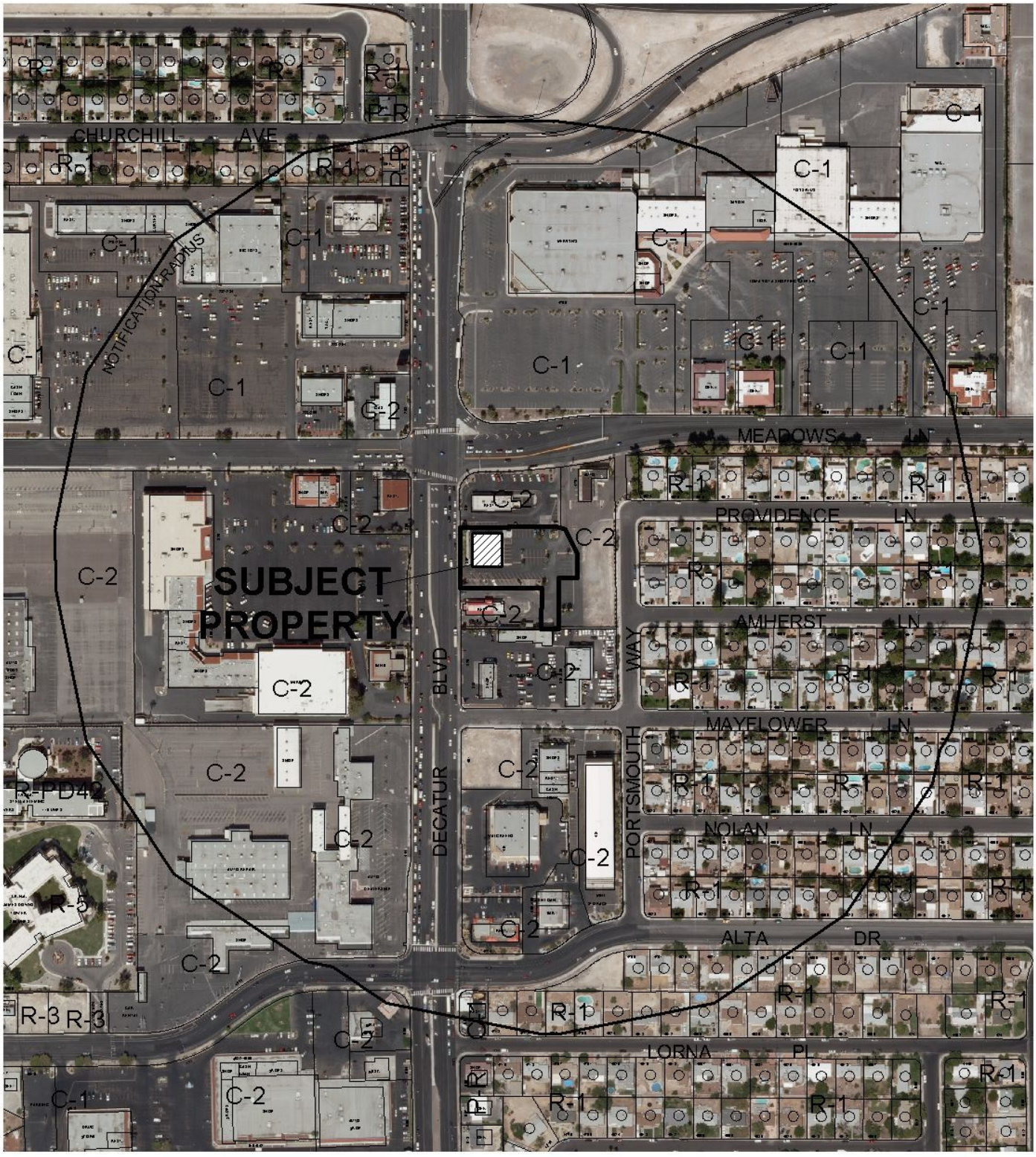
0 300 600 Feet

CASE: **SUP-37576**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



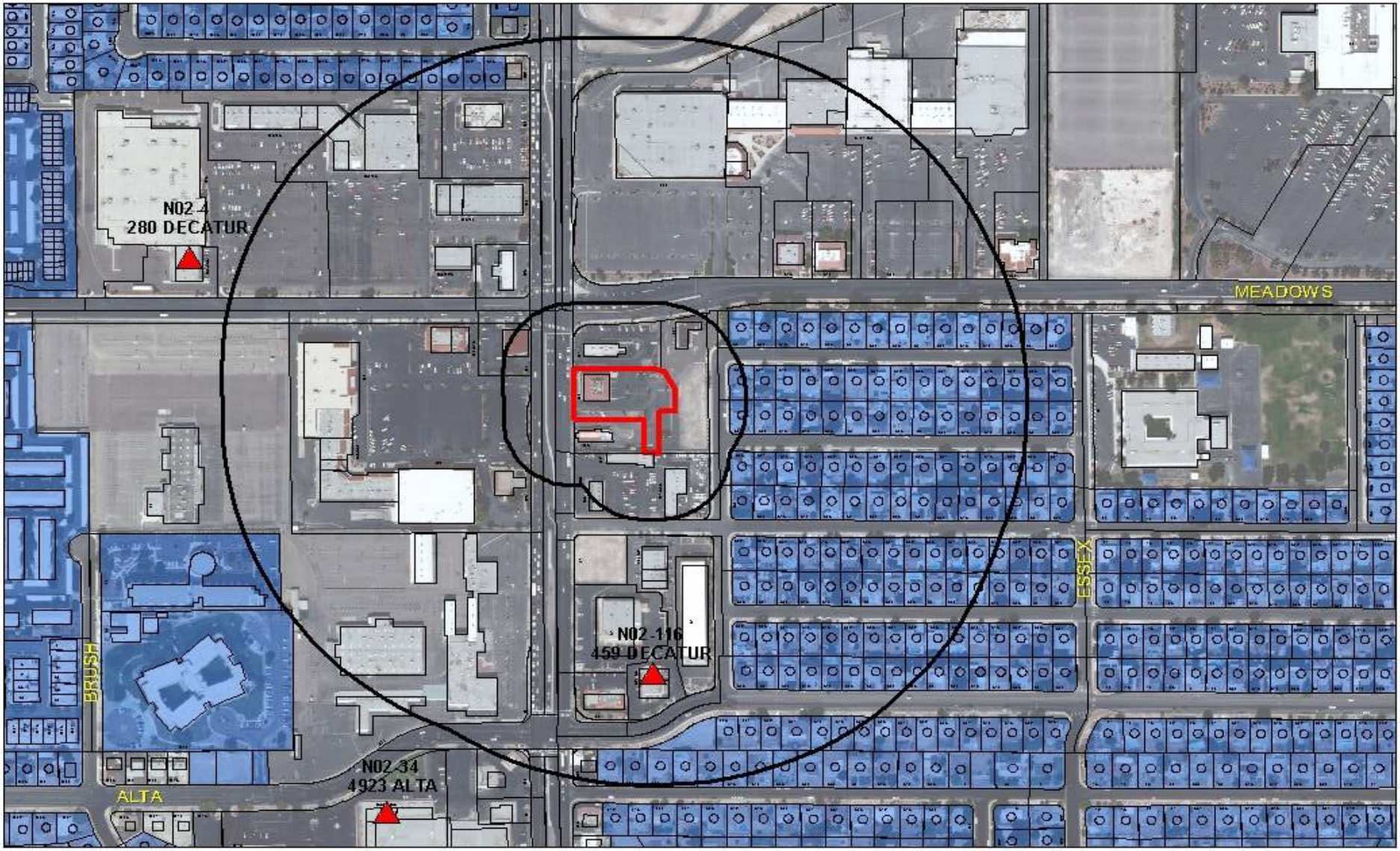
0 300 600 Feet

CASE: **SUP-37576**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



SUP-37576

Financial Business Locations

Financial Institution, Specified

Pawnshops

Automobile Title Loan

Subject Property

Residential Property

200ft & 1000ft Buffer

N

0 250 500 1,000 Feet

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 19, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: CASH AMERICA/SUPER PAWN - OWNER: FREMONT WEST, LLC

** STAFF RECOMMENDATION(S) **

Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL, subject to conditions:

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-37576	Staff recommends DENIAL, if approved subject to conditions:	

** CONDITIONS **

SUP-37576 CONDITIONS

Planning and Development

1. The hours of operation shall be Monday through Saturday, 9:00 a.m. to 7:00 p.m., and Sunday, noon to 5:00 p.m.

2. There shall be no firearm sales.

3. There shall be no check cashing or payday loan services provided on-site.

4. There shall be no banner signs or temporary signage allowed on the building or premises.

5. There shall be a one-year administrative review after issuance of a business license.

6. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Pawn Shop use.

7. Conformance to the approved conditions for Site Development Plan Review (SDR-37577).

RG

8. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

9. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Building and Safety Department.

10. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

The is a request for a Special Use Permit for a Pawn Shop within an existing building with waivers to allow a zero-foot distance separation from residentially zoned property and a Financial Institution, Specified where 200 feet and 1,000 feet, respectively, are required at 307 South Decatur Boulevard. The proposed Pawn Shop will occupy 6,000 square feet of the building space. Staff is recommending denial of this application because the proposed use cannot be conducted in a manner that is compatible with the surrounding land uses, as is evidenced by the requested waivers of distance separation requirements. If denied, the use will not be permitted at this location.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
09/27/72	The Board of City Commissioners approved a request for reclassification (Z-0072-72) of property generally located on the east side of South Decatur Boulevard between Mayflower Lane and the Las Vegas Expressway, 500 north of Mayflower Lane, from R-1 (Single Family Residential) to C-2 (General Commercial). The Planning Commission recommended approval.
08/07/78	The Board of City Commissioners approved a request for reclassification (Z-0065-78) of property generally located on the southeast corner of Meadows Lane and Decatur Boulevard, from R-1 (Single Family Residential) to C-2 (General Commercial). The Planning Commission recommended approval.
10/23/78	The Board of City Commissioners approved a request for a review of conditions (Z-0065-78) to rescind condition #1 (resolution of intent condition) on an approved reclassification request from R-1 to C-2 on property generally located at the southeast corner of Meadows Lane and Decatur Boulevard. The Planning Commission recommended approval.
04/22/10	The Planning Commission (5-0 vote) recommended APPROVAL (PC Agenda Item #40/rg).

Most Recent Change of Ownership	
05/29/07	A deed was recorded for a change in ownership for release and forever quitclaim to Fremont West LLC, a Nevada limited liability company from Fremont West Shopping Center, a General Partnership.

Related Building Permits/Business Licenses	
01/01/51	A business license (L09-00017) was issued for a Beer/Wine/Cooler On-Sale at 307 South Decatur Boulevard. The license is inactive as of 06/02/09.
01/01/51	A business license (R09-00011) was issued for a Restaurant at 307 South Decatur Boulevard. The license is inactive as of 10/30/08.
09/14/79	A building permit (#6950) was issued for a Restaurant at 307 South Decatur Boulevard. The project was completed on 01/15/80.
04/12/89	A building permit (#89021186) was issued for an addition of 876 square feet of the existing restaurant at 307 South Decatur Boulevard. The project was completed on 02/14/90.

Pre-Application Meeting	
03/02/10	A pre-application meeting with the applicant was held where elements of submitting the Administrative Site Development Plan Review for exterior remodel and Special Use Permit for Pawn Shop use were discussed. The topics included: • The submittal of application materials, meeting dates, and deadlines were discussed. • Waiver of the distance separation from residentially zoned property and Financial Institution, Specified.

Neighborhood Meeting	
04/08/2010	A neighborhood meeting was held at 6:00 pm at Bill and Lillie Heinrich YMCA Classroom #2 at 4141 Meadows Lane Las Vegas, Nevada 89107. Five members of the public, 3 members of the development team and two members of staff (council liaison, planning) were in attendance at the meeting. There were no concerns expressed at this meeting by the public.

Field Check	
03/18/10	A parking space located at the northeast corner of the property is being utilized as a trash enclosure. During the site inspection revealed a trash bin within the enclosure. The trash enclosure does not meet the Title 19 requirement. Original site plan per Z-0065-78 indicates as a parking space.

Details of Application Request	
Site Area	
Gross Acres	1.04

Surrounding Property	*Existing Land Use Per Title 19.04*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Vacant Restaurant	SC (Service Commercial)	C-2 (General Commercial)
North	Regional Mall	SC (Service Commercial)	C-1 (Limited Commercial)
South	Auto Center	SC (Service Commercial)	C-2 (General Commercial)
East	Single Family, Detached	L (Low Density Residential)	R-1 (Single Family Residential)
West	Shopping Center	SC (Service Commercial)	C-2 (General Commercial)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (140 feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
		Required			***Provided***		***Compliance***
			Parking		*Parking*		
Use	***Gross Floor Area or Number of Units***	***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
Pawn Shop	6,000 SF	1:250 SF	24		56		Y
TOTAL SPACES REQUIRED			24		56		Y
TOTAL (With Handicapped)			21	3	53	3	Y

Waivers		
Requirement	***Request***	***Staff Recommendation***
200-foot distance separation from residentially zoned property.	154 feet	Denial
1000-foot distance separation from a Financial Institution, Specified.	250 feet	Denial

ANALYSIS

This is a request for a Special Use Permit for a Pawn Shop use within an existing 6,000 square-foot building. The subject site has adequate parking spaces for the proposed Pawn Shop use, which requires one space for each 250 square feet of gross floor area. The Site Plan indicates 24 parking spaces are required, whereas 56 parking spaces are provided. The proposed Pawn Shop is a less intense use compared to the Restaurant use that was previously located on this site.

The minimum Special Use Permit requirements for the proposed Pawn Shop use are the 200-foot distance and a 1,000-foot distance separation from a residentially zoned property and a Financial Institution, Specified use, respectively. The applicant has requested 154-foot and 250-foot distance separation waivers residentially zoned property and Financial Institution, Specified, respectively. Staff is recommending denial of this application because the proposed use cannot be conducted in a manner that is compatible with the surrounding land uses, as is evidenced by the requested waivers of distance separation requirements.

FINDINGS (SUP-37576)

In order to approve a Special Use Permit application, per Title 19.18.060 the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The proposed Pawn Shop use cannot be conducted in a manner that is harmonious and compatible with the existing site due to the waiver requests to allow a 154-foot distance and 250-foot separation distance from residentially zoned property and Financial Institution, Specified uses; respectively.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

The proposed use is located directly adjacent to a residential property, and a Financial Institution Specified use is located within 250 feet south of the property. The subject site does not meet the minimum standard set forth in Title 19.04 for a Pawn Shop within a C-1 (Limited Commercial) zoned property. The subject site is not physically suitable for the intensity of the proposed land use, due to the need for waivers of Title 19.04 standards.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   Site access is provided from Decatur Boulevard, a 100-foot Primary Arterial as designated in the Master Plan of Streets and Highways. This street is adequate in size to accommodate the proposed Pawn Shop use.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   Approval of the proposed Special Use Permit will not be inconsistent with or compromise the public health, safety and general welfare, as the use will be subject to regular inspections for business licensing.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The proposed Pawn Shop use does not comply with the minimum Special Use Permit requirements. The proposed use will be located within 200 feet of a parcel used or zoned for residential use. In addition, the use will be located within 1,000 feet of a Financial Institution, Specified use. A waiver has been requested from these requirements.

PLANNING COMMISSION ACTION

There were three speakers in favor and three opposed. The Planning Commission added conditions one through five.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 15

NOTICES MAILED 165 (By City Clerk)

APPROVALS 1

PROTESTS 0

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-37576** APN: 139-31-201-003

Name of Property Owner: Fremont West, LLC

Name of Applicant: Cash America/Super Pawn

Name of Representative: Jennifer Lazovich, Kaempfer Crowell Renshaw Gronauer & Fiorentino

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

_____Yes ✓ 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: Barry W Becker

Subscribed and sworn before me

This 26 day of October, 2009

Melissa Hamilton

Notary Public in and for said County and State

STATE OF NEVADA

COUNTY OF CLARK

NOTARY PUBLIC
MELISSA HAMILTON
STATE OF NEVADA - COUNTY OF CLARK
MY APPOINTMENT EXP. APRIL 25, 2012
No: 08-6528-1

Revised 11-14-06

f:\depot\Application Packet\Statement of Financial Interest.doc

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MAR 04 2010

839162.1 AMP Cash Am

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Special Use Permit for a Pawn Shop

Project Address (Location) 307 Decatur Blvd.

Project Name Super Pawn **Proposed Use** Pawn Shop

Assessor's Parcel #(s) 139-31-201-003 **Ward #** 1

General Plan: existing C proposed N/A **Zoning:** existing C-2 proposed N/A

Commercial Square Footage 6,000 + **Floor Area Ratio**

Gross Acres .83 +/- **Lots/Units** 1 **Density**

Additional Information See attached justification letter

PROPERTY OWNER Fremont West, LLC **Contact** Barry Becker

Address 50 S. Jones Blvd. **Phone:** N/A **Fax:** N/A

City Las Vegas **State** NV **Zip** 89107

E-mail Address N/A

APPLICANT Cash America/Super Pawn **Contact** Caroline Ciocca

Address 3021 Business Lane **Phone:** 735-4444 **Fax:** 739-7888

City Las Vegas **State** NV **Zip** 89103

E-mail Address cciocca@casham.com

REPRESENTATIVE Kaempfer Crowell Renshaw Gronauer Fiorentino **Contact** Jennifer Lazovich

Address 3800 Howard Hughes Parkway **Phone:** 792-7000 **Fax:** 796-7181

City Las Vegas **State** NV **Zip** 89169

E-mail Address jlazovich@kcnvlaw.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 BARRY W. BECKER

Subscribed and sworn before me

This 26 day of OCTOBER, 20 09.

Melissa Hamilton

STATE OF NEVADA)
COUNTY OF CLARK)

Notary Public in and for said County and State

NOTARY PUBLIC
MELISSA HAMILTON
STATE OF NEVADA - COUNTY OF CLARK
MY APPOINTMENT EXP. APRIL 25, 2012
No: 08-6528-1

FOR DEPARTMENT USE ONLY

Case #	SUP-37576
Meeting Date:	4/22/10
Total Fee:	$1,030.00
Date Received:*	3/4/10
Received By:	BS

*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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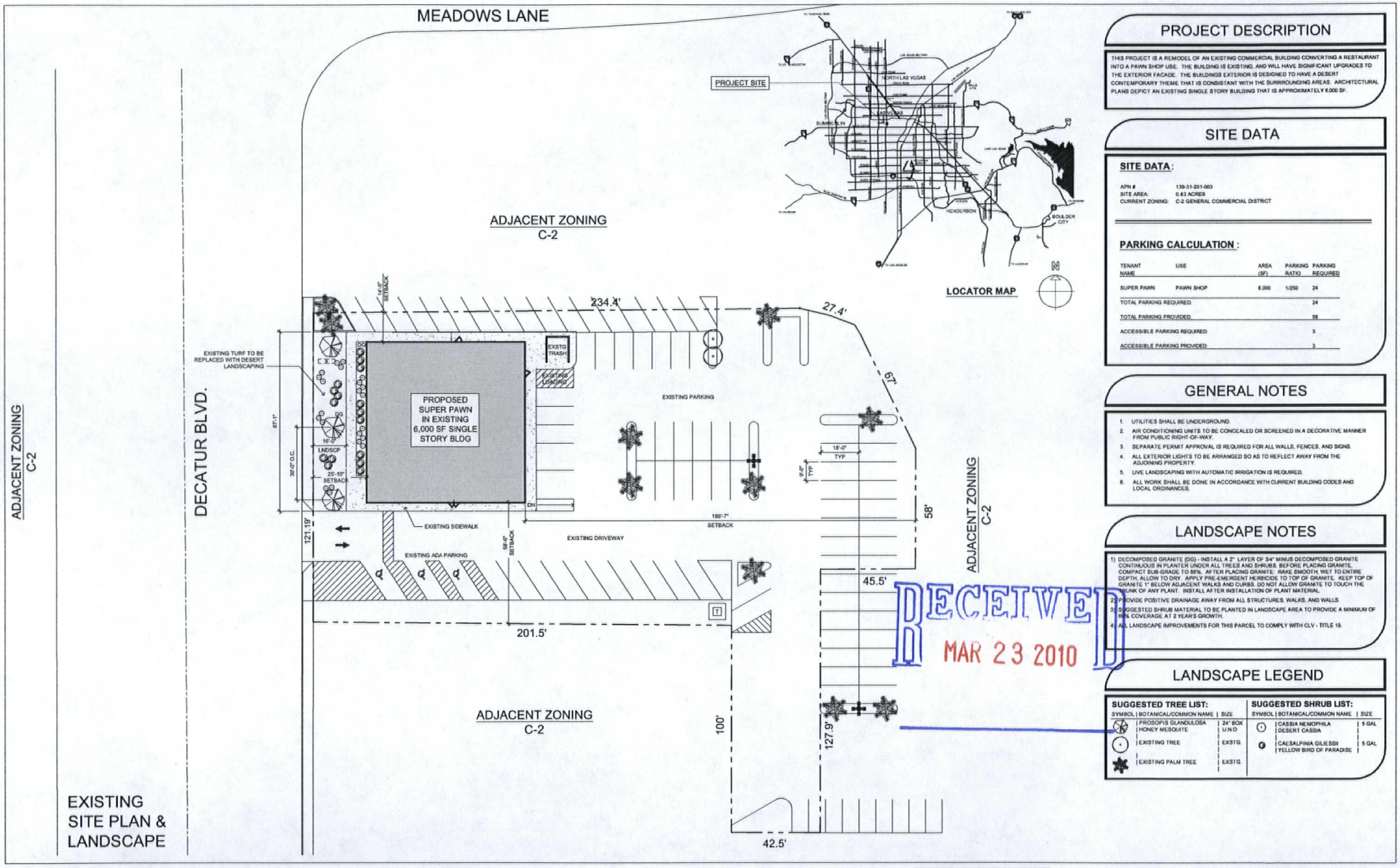
Cash Am

Revised 10/27/08

839159.1



PROJECT DESCRIPTION

THIS PROJECT IS A REMODEL OF AN EXISTING COMMERCIAL BUILDING CONVERTING A RESTAURANT INTO A PAWN SHOP USE. THE BUILDING IS EXISTING, AND WILL HAVE SIGNIFICANT UPGRADES TO THE EXTERIOR FACADE. THE BUILDINGS EXTERIOR IS DESIGNED TO HAVE A DESERT CONTEMPORARY THEME THAT IS CONSISTANT WITH THE SURRROUNDING AREAS. ARCHITECTURAL PLANS DEPICT AN EXISTING SINGLE STORY BUILDING THAT IS APPROXIMATELY 6,000 SF.

SITE DATA

SITE DATA:

APN # 139-31-201-003
SITE AREA: 0.83 ACRES
CURRENT ZONING: C-2 GENERAL COMMERCIAL DISTRICT

PARKING CALCULATION:

TENANT NAME	USE	AREA (SF)	PARKING RATIO	PARKING REQUIRED
SUPER PAWN	PAWN SHOP	6,000	1/250	24
TOTAL PARKING REQUIRED:				24
TOTAL PARKING PROVIDED:				56
ACCESSIBLE PARKING REQUIRED:				3
ACCESSIBLE PARKING PROVIDED:				3

GENERAL NOTES

1. UTILITIES SHALL BE UNDERGROUND.
2. AIR CONDITIONING UNITS TO BE CONCEALED OR SCREENED IN A DECORATIVE MANNER FROM PUBLIC RIGHT-OF-WAY.
3. SEPARATE PERMIT APPROVAL IS REQUIRED FOR ALL WALLS, FENCES, AND SIGNS.
4. ALL EXTERIOR LIGHTS TO BE ARRANGED SO AS TO REFLECT AWAY FROM THE ADJOINING PROPERTY.
5. LIVE LANDSCAPING WITH AUTOMATIC IRRIGATION IS REQUIRED.
6. ALL WORK SHALL BE DONE IN ACCORDANCE WITH CURRENT BUILDING CODES AND LOCAL ORDINANCES.

LANDSCAPE NOTES

1) DECOMPOSED GRANITE (DG) - INSTALL A 2" LAYER OF 3/4" MINUS DECOMPOSED GRANITE CONTINUOUS IN PLANTER UNDER ALL TREES AND SHRUBS. BEFORE PLACING GRANITE, COMPACT SUB-GRADE TO 85%. AFTER PLACING GRANITE: RAKE SMOOTH, WET TO ENTIRE DEPTH, ALLOW TO DRY. APPLY PRE-EMERGENT HERBICIDE TO TOP OF GRANITE. KEEP TOP OF GRANITE 1" BELOW ADJACENT WALKS AND CURBS. DO NOT ALLOW GRANITE TO TOUCH THE TRUNK OF ANY PLANT. INSTALL AFTER INSTALLATION OF PLANT MATERIAL.
2) PROVIDE POSITIVE DRAINAGE AWAY FROM ALL STRUCTURES, WALKS, AND WALLS.
3) SUGGESTED SHRUB MATERIAL TO BE PLANTED IN LANDSCAPE AREA TO PROVIDE A MINIMUM OF 80% COVERAGE AT 2 YEAR'S GROWTH.
4) ALL LANDSCAPE IMPROVEMENTS FOR THIS PARCEL TO COMPLY WITH CLV - TITLE 19.

LANDSCAPE LEGEND

SUGGESTED TREE LIST: SYMBOL	BOTANICAL/COMMON NAME	SIZE	SUGGESTED SHRUB LIST: SYMBOL	BOTANICAL/COMMON NAME	SIZE
	PROSOPIS GLANDULOSA HONEY MESQUITE	24" BOX U.N.O		CASSIA NEMOPHILA DESERT CASSIA	5 GAL
	EXISTING TREE	EXSTG.		CAESALPINIA GILLESSII YELLOW BIRD OF PARADISE	5 GAL
	EXISTING PALM TREE	EXSTG.			

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MAR 23 2010

CASH AMERICA SUPER PAWN

307 S. DECATUR BLVD. LAS VEGAS, NV 89107

PROJECT NO: 09 069
DATE: 3/23/10

0 10' 20' 40'
SCALE: 1"=20'-0"

NORTH

SHEET NO: DR-01

designcell
10777 W.TWAIN AVE, SUITE 125, T 702-403-1575
DESIGNCELL.CC

SUP-37576
REVISED



SUP-37576 - APPLICANT: CASH AMERICA/SUPER PAWN - OWNER: FREMONT WEST, LLC
307 SOUTH DECATUR BOULEVARD

03/18/10



SUP-37576 - APPLICANT: CASH AMERICA/SUPER PAWN - OWNER: FREMONT WEST, LLC
307 SOUTH DECATUR BOULEVARD

03/18/10



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SUP-37576 - APPLICANT: CASH AMERICA/SUPER PAWN - OWNER: FREMONT WEST, LLC
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03/18/10



SUP-37576 - APPLICANT: CASH AMERICA/SUPER PAWN - OWNER: FREMONT WEST, LLC
307 SOUTH DECATUR BOULEVARD

03/18/10

KAEMPFER CROWELL

KAEMPFER CROWELL RENSHAW GRONAUER & FIORENTINO

ATTORNEYS AT LAW
LAS VEGAS OFFICE

ANTHONY J. CELESTE
aceleste@kcnvlaw.com
702.693.4215

LAS VEGAS OFFICE
3800 Howard Hughes Parkway
Seventh Floor
Las Vegas, NV 89169
Tel: 702.792.7000
Fax: 702.796.7181

RENO OFFICE
5585 Kletzke Lane
Reno, NV 89511
Tel: 775.852.3900
Fax: 775.852.3982

CARSON CITY OFFICE
510 W. Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.882.0257

March 8, 2010

VIA HAND DELIVERY

CITY OF LAS VEGAS
PLANNING & DEVELOPMENT
731 S. Fourth St.
Las Vegas, NV 89101

Re: REVISED Justification Letter – Site Development Plan Review, Special Use Permit to Allow for a Pawn Shop & Waiver of Separation Requirements Accessory uses include: payday loans/check cashing and second hand dealer 307 S. Decatur Boulevard (APN: 139-21-201-003)

To Whom It May Concern:

Please be advised this office represents Cash America/SuperPawn (the "Applicant"). The Applicant is seeking a site development plan review and special use permit for a pawn shop in the above referenced location (the "Site"). The Site is zoned C-2. Pawn shops are allowed in a C-2 zone with the approval of a special use permit. Additionally, the Applicant is seeking a waiver for: (i) the 200 foot distance requirement to a residential use and (ii) the 1000 foot distance requirement from any other pawn shop use or specified financial institution use.

The Applicant is a well established and highly regarded pawn shop operator throughout the Las Vegas valley. The Applicant is proposing to transform an existing vacant building, formerly occupied by Sizzler which has been vacant for some time, into an attractive location for SuperPawn. The current building is 6000 square feet and has been vacant for some time. The Applicant plans to significantly upgrade the façade of the building and the landscaping along Decatur Boulevard. As part of the upgrade to the building, the Applicant will be adding exterior architectural enhancements which will slightly increase the height of the parapet from approximately 22' to approximately 27' Additionally, the inside of the existing building will be substantially upgraded.

In addition to the site development plan review, the Applicant is requesting a use permit to allow for a pawn shop. In conjunction with the pawn shop use, the Applicant will provide accessory uses such as payday loans/check cashing, jewelry sales and second hand sales. Since the Applicant is proposing to locate in an existing building, waivers of the distance requirements are necessary. The property line of the existing building is 162 feet from a residential use. However, the distance of the existing building exceeds the distance requirement and is actually 336 feet from the residential use. Between the existing building and the residential use is: (i) a lengthy parking lot, (ii) a block wall and (iii) a street, Portsmouth Way. Additionally, the

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SUP-37576
REVISED
13493.15
04/22/10 PC

KAEMPFER CROWELL

Applicant is seeking a waiver from the required distance to a specified financial institution use. The property line of the existing building is 250 feet away from the property line of the existing specified financial institution use. However, from the proposed SuperPawn building to the existing building with a specified financial institution, the distance is actually 819 feet. Five existing buildings plus a public street, Mayflower Lane, separate the two uses. There are no existing pawn shops within the required distance separation.

The proposed improvements to the Site include, but are not limited to: desert contemporary architecture, new entrance canopy, enhanced landscaping, dark sky lighting, upgraded mechanical systems and reduced cooling loads. The entrance into the building would face south, toward an existing commercial building and not toward the residential homes to the east. The upgrades to the façade of the building and the upgrades on the interior of the building will be an enhancement to the area. Additionally, the proposed use would be located on Decatur Boulevard and Meadows Lane just south of US 95 in an area that is heavily commercial with C-1 and C-2 uses. The hours of operation would be 9:00 a.m. to 7:00 p.m. Monday through Saturday. On Sunday, the hours of operation would be noon to 5:00 p.m. Therefore, the limited hours of operation would not be detrimental to the residential uses. Finally, the overall enhancements to the building and landscaping would be a complement to the area.

Thank you, in advance, for your consideration of this request. If you need any additional information, please do not hesitate to contact me.

Sincerely,

KAEMPFER CROWELL RENSHAW GRONAUER & FIORENTINO

Anthony J. Celeste

AJC/

Cc: Jennifer Lazovich
Caroline Ciocca

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MAR – 8 2010

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04/22/10 PC

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CITY CLERK
2010 MAY 10 P 3:20

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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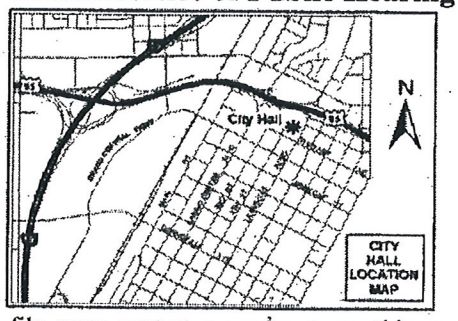
0004279218 MAY 07 2010
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37576

City Council Meeting of 5/19/2010

GREE SWEEZER L L C
WAGNER INA R
%W WAGNER
4618 MEADOWS LN
LAS VEGAS NV 89107-2956

APN#13931110007

CAVDS11 89107

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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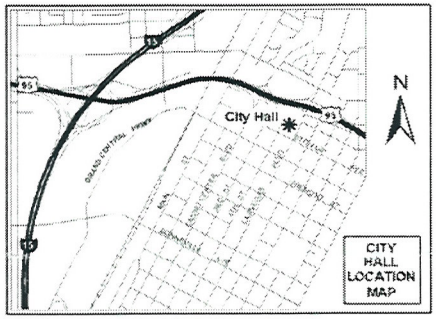

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council 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-37576

Planning Commission Meeting of 4/22/2010

Case: SUP-37576
13931213009
SMITH JAMES & REBECCA REV LIV TR
4528 NOLAN LN
LAS VEGAS NV 89107-2945

APR 13 2010

40A

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2010 APR 12 A 8:05

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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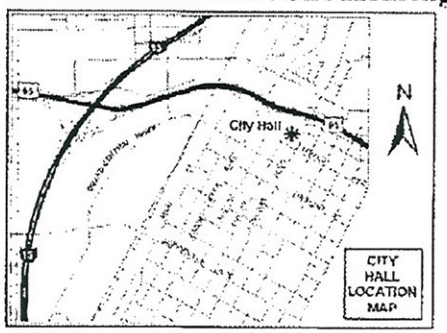
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37576

Planning Commission Meeting of 4/22/2010

Case: SUP-37576

13931210014
MCCURLEY CHARLES R
4508 PROVIDENCE LN
LAS VEGAS NV 89107-2904

Date 4/9/10 Item 70 Submitted after final agenda

Apr 11 10 10:33p C. R. McCurley 702 870 8916 p.2

04/11/2010 SUN 21:31 [TX/RX NO 7534] 002

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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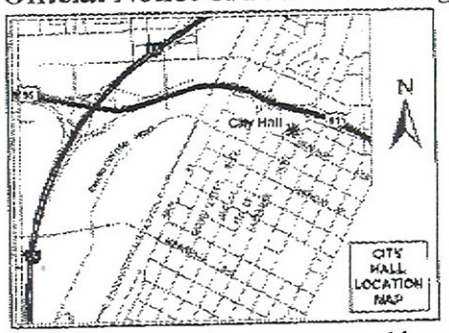

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37576

Planning Commission Meeting of 4/22/2010

Case: SUP-37576
13931211025
EXECUTIVE INVESTMENTS XII L L C
2271 W MALVERN AVE #376
FULLERTON CA 92833-2106

Submitted after final agenda
Date 4/22/10
Item 40

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APR 16 2010

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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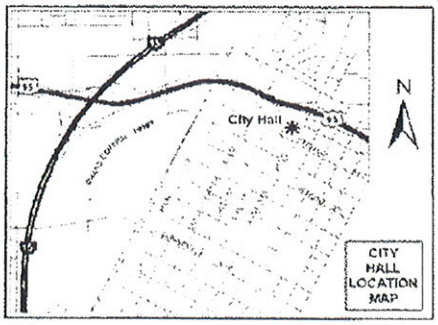
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37576

Planning Commission Meeting of 4/22/2010

Case: SUP-37576

13931214027
BROWN JOHN A & SADIE M
P O BOX 28225
LAS VEGAS NV 89126-2225

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APR 16 2010

Submitted after final agenda
Date 4/22PC Item 40 P

Telephone Protest/ Approval Log

Meeting Date: 4-22-10 PC **Case Number:** SUP-37576 #40

Date: 4-21-10
Name: RICHARD BRATTON
Address: 505 CRAGIN PARK DR
Phone: 820-4702
[X] **PROTEST** [ ] **APPROVE**

Date: 4-21-10
Name: Maria Von Santa-Litinsk
Address: 4620 Mayflower
Las Vegas, Nv 89107
Phone: 870-0887
[X] **PROTEST** [ ] **APPROVE**

Date:
Name: JAMES GAMBOA
Address: 4404 MAYFLOWER
Phone: 306-2460
[X] **PROTEST** [ ] **APPROVE**

Date:
Name:
Address:
Phone:
[ ] **PROTEST** [ ] **APPROVE**

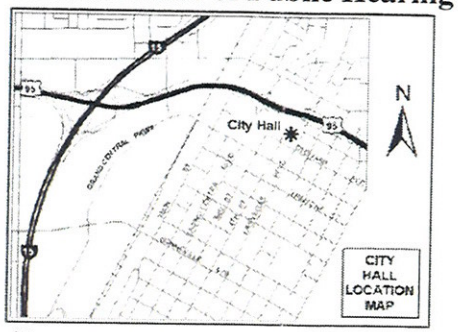
Date:
Name:
Address:
Phone:
[ ] **PROTEST** [ ] **APPROVE**

Date:
Name:
Address:
Submitted after final agenda
Item Date
Phone:
[ ] **PROTEST** [ ] **APPROVE**

40 3P

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-37576

Planning Commission Meeting of 4/22/2010

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MAILED FROM ZIP CODE 89101

Case: SUP-37576

13931214030
MCNEILL BARRY C
4629 ALTA DR
LAS VEGAS NV 89107-2952

APR 1 4 2010

BAVDS11 89107

Submitted after final agenda
Date 4/22 PC
Item 49

MEADOWS NEIGHBORHOOD PRESERVATION ASSOC.

April 12, 2010

City of Las Vegas
Planning Commission
400 Stewart Avenue
Las Vegas, NV 89101

Dear Commissioners,

The Meadows Neighborhood Preservation Assoc. is totally in agreement for case # SUP37576 and case # SDR37577 regarding Super Pawn going into business in the old Sizzler Building on Decatur between Alta Drive and Meadows Lane

Thank you for your consideration.

Sincerely,

Thelma Zora

Thelma Zora, Sec. Treas.
C: Councilwoman Lois Tarkanian
Caroline Ciocca,

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APR 14 2010

Submitted after final agenda
Date 4/21-PC Item 40A

4416 ALTA DRIVE - LAS VEGAS - NV - 89107 - (702-870-4002)

Bette Craik
President

Thelma Zora
Sec. - Treas.

Elva Decker
Director

Linda Nalley
Director

March 10, 2010

Councilwoman Tarkanian
City of Las Vegas
400 E. Stewart Street
Las Vegas, NV 89101

RE: SDR-37577 & SUP-37576

Dear Councilwoman Tarkanian:

It has recently come to my attention that SuperPawn has filed for a special use permit application for the former Sizzler location near Decatur Boulevard and Meadows Lane. This building has been vacant for some time. As a resident in the area, vacant buildings are unattractive and can lead to the impression that our neighborhood is on the decline. I have seen the upgrades that SuperPawn is proposing to make to the building and the landscaping along Decatur Boulevard. These upgrades would be a tremendous enhancement and may spur additional improvements in other commercial shopping centers in the area. I urge your support of SuperPawn's applications.

Sincerely,

Monette Cortez
4624 Dover Place

cc: Margo Wheeler (Fax: 474-7463)

Submitted at Planning Commission

Date 4/22/2010 Item 40

March 10, 2010

Councilwoman Tarkanian
City of Las Vegas
400 E. Stewart Street
Las Vegas, NV 89101

RE: SDR-37577 & SUP-37576

Dear Councilwoman Tarkanian:

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Sincerely,

Gregory Naftzger
4318 Evergreen Place

cc: Margo Wheeler (Fax: 474-7463)

March 10, 2010

Councilwoman Tarkanian
City of Las Vegas
400 E. Stewart Street
Las Vegas, NV 89101

RE: SDR-37577 & SUP-37576

Dear Councilwoman Tarkanian:

It has recently come to my attention that SuperPawn has filed for a special use permit application for the former Sizzler location near Decatur Boulevard and Meadows Lane. This building has been vacant for some time. As a resident in the area, vacant buildings are unattractive and can lead to the impression that our neighborhood is on the decline. I have seen the upgrades that SuperPawn is proposing to make to the building and the landscaping along Decatur Boulevard. These upgrades would be a tremendous enhancement and may spur additional improvements in other commercial shopping centers in the area. I urge your support of SuperPawn's applications.

Sincerely,

Scott Naftzger
4625 Dover Place

cc: Margo Wheeler (Fax: 474-7463)

Wendy's of Las Vegas, Inc.
1614 E. Lake Mead Blvd.
North Las Vegas, NV 89030
702-642-9011
Fax: 702-642-7371

April 8, 2010

To Whom It May Concern:

Regarding our Wendy's located at Decatur and Meadows lane, our landlord informed us of a proposed Cashways Super Pawn going in on the pad next to that location. We are not opposed to having them as a neighbor to our restaurant. We have a Cashways Super Pawn next to one of our other locations and have never had any issues or concerns with them as a neighbor. If you have any questions or need further information please feel free to contact me.

Thank you,

Gina L. Garcia
Division Vice President
Wendy's of Las Vegas, Inc.

Harry A. Sax
9717 Highridge Drive
Las Vegas, NV 89134

March 30, 2010

Barry Becker
Becker Enterprises
50 So. Jones Blvd.
Las Vegas, NV 89107

Dear Barry,

I have no objection to you leasing the closed Sizzler Steakhouse next to our Arby's at 315 So. Decatur to Super Pawn.

Sincerely,

Harry A. Sax
Franchisee
Arby's – Las Vegas

MEADOWS NEIGHBORHOOD PRESERVATION ASSOC.

April 12, 2010

City of Las Vegas
Planning Commission
400 Stewart Avenue
Las Vegas, NV 89101

Dear Commissioners,

The Meadows Neighborhood Preservation Assoc. is totally in agreement for case # SUP37576 and case # SDR37577 regarding Super Pawn going into business in the old Sizzler Building on Decatur between Alta Drive and Meadows Lane

Thank you for your consideration.

Sincerely,

Thelma Zora

Thelma Zora, Sec. Treas.
C: Councilwoman Lois Tarkanian
Caroline Ciocca,

RECEIVED
APR 14 2010

Submitted after final agenda
Date 4/21-PC Item 40A

4416 ALTA DRIVE - LAS VEGAS - NV - 89107 - (702-870-4002)

Bette Craik
President

Thelma Zora
Sec. - Treas.

Elva Decker
Director

Linda Nalley
Director

City of Las Vegas Agenda Item No.: **85.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: MAY 19, 2010

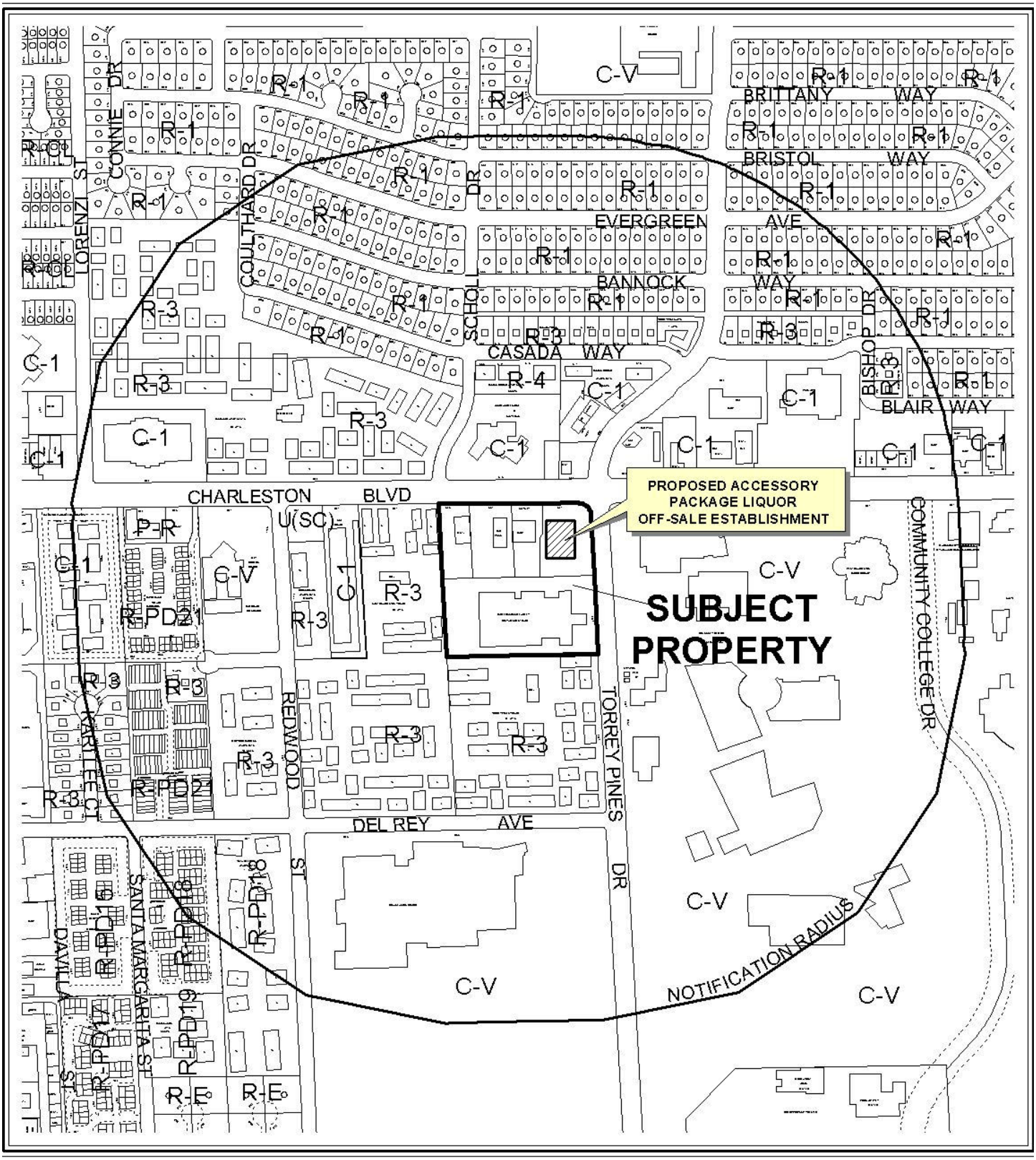
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-37603 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: WALGREEN CO. - OWNER: VILLAGE/TORREY PINES PARTNERS, LP - Request for a Special Use Permit FOR A 79 SQUARE-FOOT ACCESSORY PACKAGE LIQUOR OFF-SALE WITHIN AN EXISTING 13,905 SQUARE-FOOT RETAIL ESTABLISHMENT at 6401 West Charleston Boulevard (APN 163-02-114-002), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (5-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**6**	**Planning Commission Mtg.**	**5**
City Council Meeting	**2**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (5-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest Postcards
7. Backup referenced from the April 22, 2010 Planning Commission Meeting Item SUP-37603



0 500 1000 Feet

CASE: **SUP-37603**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



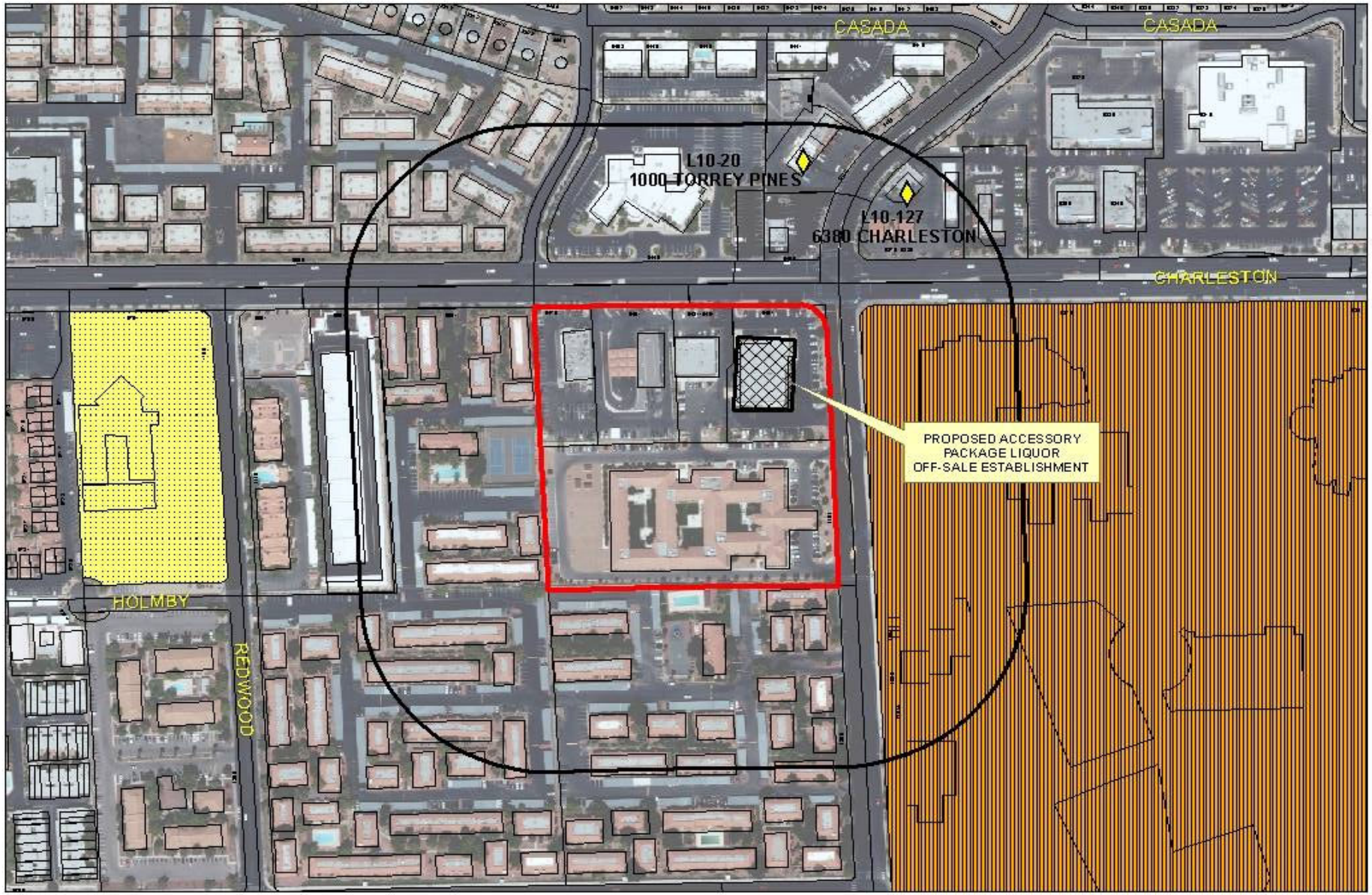
0 500 1000 Feet

CASE: **SUP-37603**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



SUP-37603

Business Licenses

- Child Care/ Children Facility
- Beer/Wine/Cooler On Sale
- Beer/Wine/Cooler Off Sales
- Beer/Wine/Cooler On-Off Sale
- Package Liquor Sales
- Supper Club/ Restaurant Service Bar
- Tavern
- RELIGIOUS
- CITY PARKS
- SCHOOLS
- Subject Property
- 400 foot buffer

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 19, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: WALGREEN CO. - OWNER: VILLAGE/TORREY PINES PARTNERS, LP

** STAFF RECOMMENDATION(S) **

The Planning Commission (5-0 vote) and Staff recommend APPROVAL, subject to conditions:

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-37603	Staff recommends APPROVAL.	N/A

** CONDITIONS **

SUP-37603 CONDITIONS

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Retail Establishment with Accessory Package Liquor Off-Sale use.

2. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. Approval of this Special Use Permit does not constitute approval of a liquor license.

4. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

5. All beer and wine coolers shall remain in their original manufacturer's configuration of four- or six-packs.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit for a 47 square-foot Retail Establishment with Accessory Package Liquor Off-Sale use within an existing 9,057 square-foot Retail Establishment at 6401 West Charleston Boulevard. The applicant requests a waiver for the proposed Accessory Package Liquor Off-Sale use because the subject site is located within 72 feet of the College of Southern Nevada. The proposed use will not require any additional parking beyond that which is required for the principal use on the site. No more than 10 percent of the retail floor space is devoted to alcoholic beverage sales. This site location is well suited for this use, and the existing establishment meets the minimum Special Use Requirements; therefore, staff recommends approval. If this request is denied, no alcohol may be sold on the premises without approval of another Special Use Permit.

ISSUES

- The waiver is not needed, as the college of Southern Nevada does not meet the Title 19 definition of "school."
- Accessory Package Liquor Off-Sale is ancillary to the sale of groceries, and is limited to no more than 10 percent of the retail floor space. The applicant is dedicating 0.51 percent of the retail floor space to the sale of alcohol.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
11/01/95	The City Council approved a request (Z-0068-95) for Zoning Reclassification at 6401 West Charleston Boulevard. Planning Commission recommended approval of the request.
04/22/10	The Planning Commission (5-0 vote) recommended APPROVAL (PC Agenda Item #9/ao).

Most Recent Change of Ownership	
07/29/96	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
08/14/96	A building permit (#96016645) was issued for a new building at 6401 West Charleston Boulevard. The license was completed on 11/25/96.
07/17/96	A building permit (#96014349) was issued for onsite improvement at 6401 West Charleston Boulevard. The license expired on 06/21/97.
12/13/96	A business license application (C05-01794) was issued for cigarette sales at 6401 West Charleston Boulevard. The license is still active.
12/13/96	A business license application (D11-00140) was issued for a drug store at 6401 West Charleston Boulevard. The license is still active.
07/18/08	A business license application (Q04-00078) was issued for a pharmacy firm at 6401 West Charleston Boulevard. The license is still active.

Pre-Application Meeting	
02/11/10	A pre-application meeting was held with the applicant where elements of submitting a Special Use Permit were discussed. Topics included: • The project meets the 400 foot distance separation. • The applicant must provide calculations on the floor plan to indicate, that the Accessory Package Liquor Off-Sale will occupy no more than 10% of the retail floor space. • No additional Parking is required beyond that which is required for the principal use(s) on the site.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
03/18/10	A site inspection was conducted by staff with the following observations: • The site was noted as a well maintained commercial development. • There is an unpermitted banner sign is installed on the building façade facing Charleston Boulevard. The violation has been referred to Code Enforcement.

Details of Application Request	
Site Area	
Net Acres	1.43

Surrounding Property	*Existing Land Use Per Title 19.04*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Commercial Center	S-C (Service Commercial)	C-1 (Limited Commercial)
North	Restaurant Establishment	S-C (Service Commercial)	C-1 (Limited Commercial)
South	Nursing Facility	S-C (Service Commercial)	C-1 (Limited Commercial)
East	School	PF (Public Facility)	C-V (Civic)
West	Retail Establishments.	S-C (Service Commercial)	C-1 (Limited Commercial)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area		X	N/A

Special Purpose and Overlay Districts	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
	Gross Floor Area or Number of Units	*Required*			*Provided*		*Compliance*
			Parking		*Parking*		
Use		*Parking Ratio*	Regular	Handi-capped	Regular	Handi-capped	
General Retail Store, Other than Listed (3,500 Square feet or More)	9,057 SF	1:175	49		67		Y
TOTAL SPACES REQUIRED			52		71		Y
TOTAL (With Handicapped)			49	3	67	4	Y

ANALYSIS

The applicant is proposing an Accessory Package Liquor Off-Sale use as a part of a proposed Retail Establishment at 6401 West Charleston Boulevard. No additional parking beyond that which is required for the principal use on the site is required as a result of the addition of this use. The applicant requests a waiver to allow a 72-foot distance separation from the property line of the subject site to a school, where 400 feet is required. However, per Title 19 a school is defined as "an institiution that provides kindergarten through 12th grade eduation." The College of Southern Nevada is an institution of higher learning and is not classified as a "school"; therefore, a waiver is not needed and staff recommends approval.

FINDINGS (SUP-37603)

In order to approve a Special Use Permit application, per Title 19.18.060 the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The proposed Accessory Package Liquor Off-Sale use will be located within the existing retail Establishment and it is an accessory use, taking up 0.519 of the retail floor space. The proposed 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

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site is physically suitable for the type and intensity of the proposed use. There is no additional parking requirement for the Retail Establishment with Accessory Package Liquor Off-Sale use other than that which is required for the principal use on site.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   Site access is provided from Charleston Boulevard, a 100-foot Primary Arterial, and Torrey Pines Drive, an 80-foot Secondary Collector as designated in the Master Plan of Street and Highways. These streets are of sufficient size to accommodate the needs of the proposed Accessory Package Liquor Off-Sale use.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

Approval of the proposed Special Use Permit will not compromise the public health, safety and general welfare, as the use will be subject to regular inspections for business licensing.

5. The use meets all of the applicable conditions per Title 19.04.

The proposed use will be located within an existing Retail Establishment and complies with minimum Special Use Permit requirements.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 8

NOTICES MAILED 547 (By City Clerk)

APPROVALS 5

PROTESTS 6

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: SUP-37603 APN: 163-02-114-002

Name of Property Owner: Village Torrey Pines Partners LP

Name of Applicant: Walgreen Co.

Name of Representative: Lionel Sawyer & Collins

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: _____

Village / Torrey Pines Partners L.P.
By: VPGP, Inc. its general partner
Signature of Property Owner: Debra L. Perry

Print Name: Debra L. Perry
Vice President

Subscribed and sworn before me

This 28th day of October, 2009

_____
Notary Public in and for said County and State

DONA GOMEZ
COMM. # 1788637
NOTARY PUBLIC - CALIFORNIA
CITY & COUNTY OF SAN FRANCISCO
MY COMM. EXP. FEB. 8, 2012

RECEIVED
MAR 08 2010

#3915

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

DEVELOPMENT SERVICES CENTER

APPLICATION / PETITION FORM

Application/Petition For: SUP: Retail Establishment with Accessory Package Liquor Off-Sale

Project Address (Location) 6401 West Charleston Boulevard

Project Name Walgreens **Proposed Use** Drug Store (existing)

Assessor's Parcel #(s) 163-02-114-002 **Ward #** 1

General Plan: existing XX proposed _____ **Zoning:** existing C-1 proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Village/Torrey Pines Partners LP **Contact** Chris Phipps @ Village Prop.

Address 121 Spear Street, Ste 250 **Phone:** (415) 546-9373 **Fax:** (415) 227-2228

City San Francisco **State** CA **Zip** 94105

E-mail Address none

APPLICANT Walgreen Co. **Contact** Rebecca Lidskin, Attorney

Address 104 Wilmot Road, M.S. #1420 **Phone:** (847) 315-4651 **Fax:** (847) 315-4825

City Deerfield **State** Illinois **Zip** 60015

E-mail Address Rebecca.Lidskin@walgreens.com

REPRESENTATIVE Lionel Sawyer & Collins **Contact** Jennifer Roberts

Address 300 South Fourth Street #1700 **Phone:** (702) 383-8946 **Fax:** (702) 671-2490

City Las Vegas **State** Nevada **Zip** 89101

E-mail Address jroberts@lionelsawyer.com

Village/Torrey Pines Partners, LP
By VPGP, Inc., its general partner

Property Owner Signature* Debra L. Perry

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Debra L. Perry
Vice President

Subscribed and sworn before me

This 28th day of October, 20 09.

Notary Public in and for said County and State

DONA GOMEZ
COMM. # 1788637
NOTARY PUBLIC - CALIFORNIA
CITY & COUNTY OF SAN FRANCISCO
MY COMM. EXP. FEB. 8, 2012

FOR DEPARTMENT USE ONLY

Case #	SUP-37603
Meeting Date:	4/22/10
Total Fee:	$ 1280.00
Date Received:*	3/8/10
Received By:	

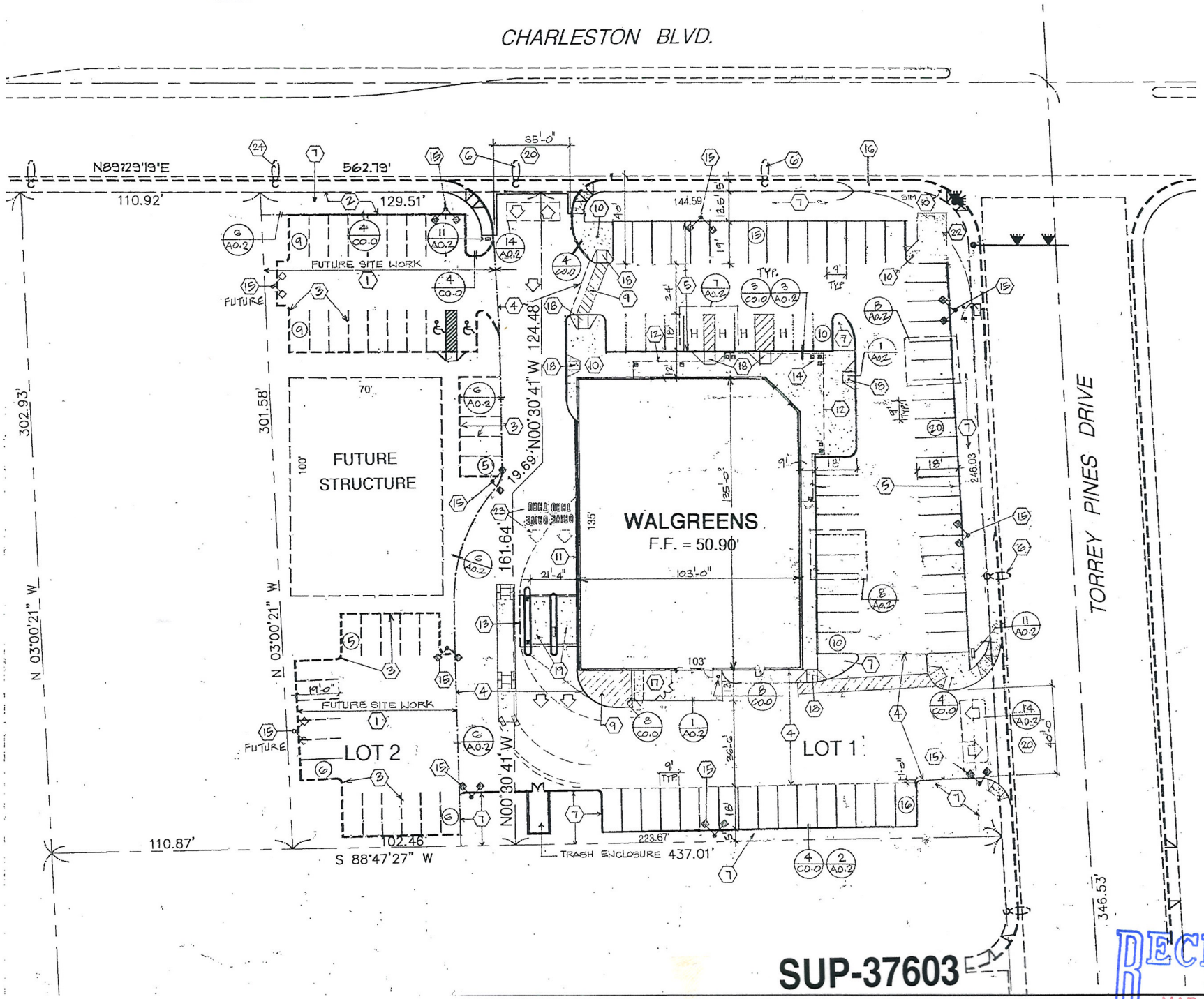
*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

RECEIVED
MAR 08 2010

f:\depot\Application Packet\Application Form.pdf

Revised 10/27/08

#3915



SUP-37603
04/22/10 PC

RECEIVED
MAR 08 2010

Walgreens
FACILITIES PLANNING, DESIGN, & ENGINEERING
106 WILMOT ROAD
DEERFIELD, IL 60015-4616

NO.	DATE	BY	DESCRIPTION	CONST

REVISIONS

CERTIFICATION AND SEAL

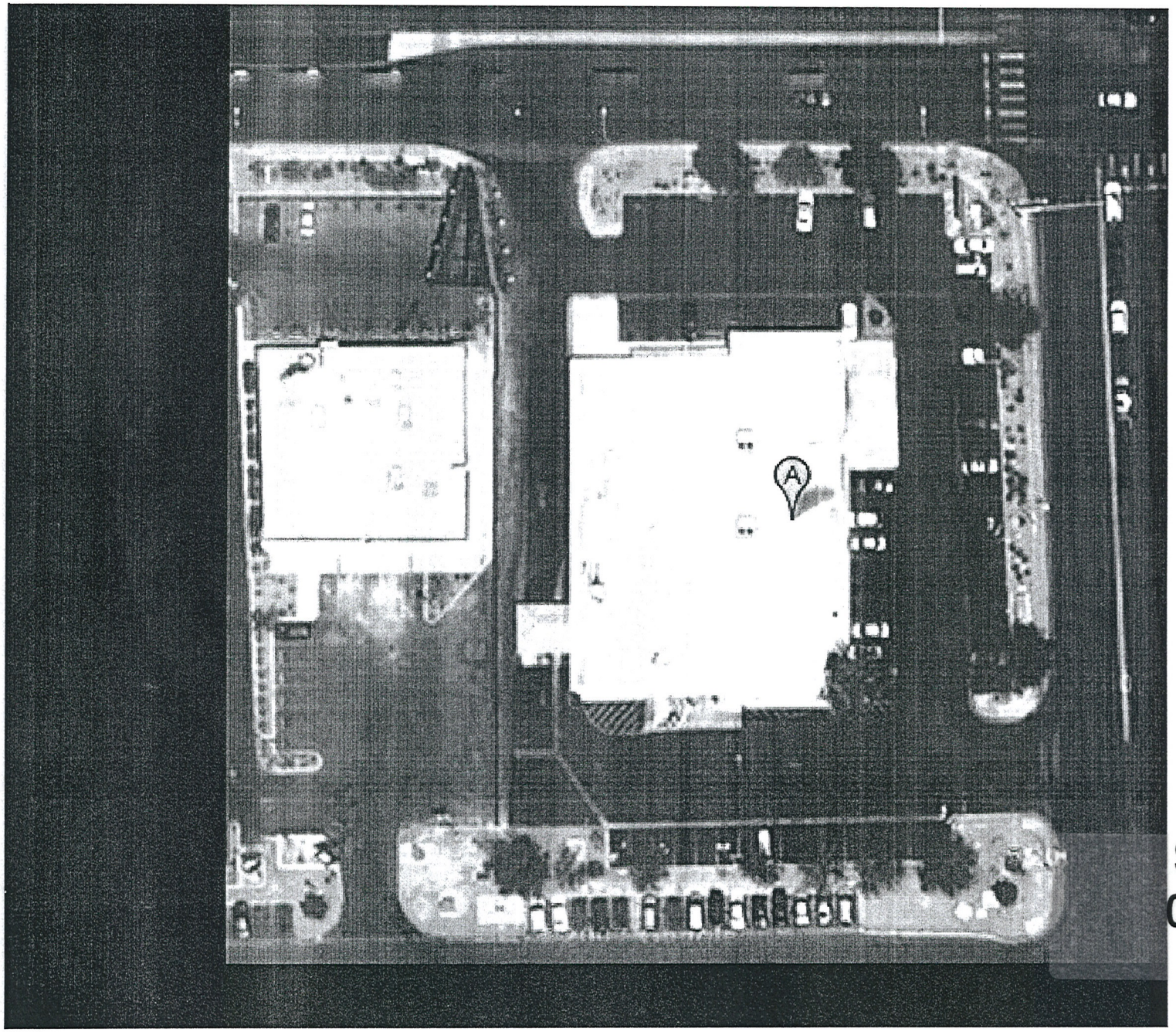
I HEREBY CERTIFY THAT THIS PLAN AND SPECIFICATION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT OR ENGINEER UNDER THE LAWS OF THE STATE OF XXXXXXXX AS SIGNIFIED BY MY HAND AND SEAL.

STORE NUMBER 03915

PROJECT NAME
WALGREENS STORE
6401 W CHARLESTON BLVD
LAS VEGAS, NV

DRAWING TITLE
SITE PLAN

CADD PLOT: 03915-A01-BW-16NOV09	SCALE: 1"=20'-0"	DRAWING NO.
VOID PLOT:	DRAWN BY: K.TRALMANN COS.	A0.1
SUPERSEDES PLAN DATED:	DATE: 11-16-09	
	REVIEWED BY:	OF DWGS.



SUP-37603
04/22/10 PC

RECEIVED
MAR 08 2010

Walgreens
FACILITIES PLANNING, DESIGN, & ENGINEERING
106 WILMOT ROAD
DEERFIELD, IL 60015-4616

NO.	DATE	BY	DESCRIPTION	CONST

REVISIONS

CERTIFICATION AND SEAL

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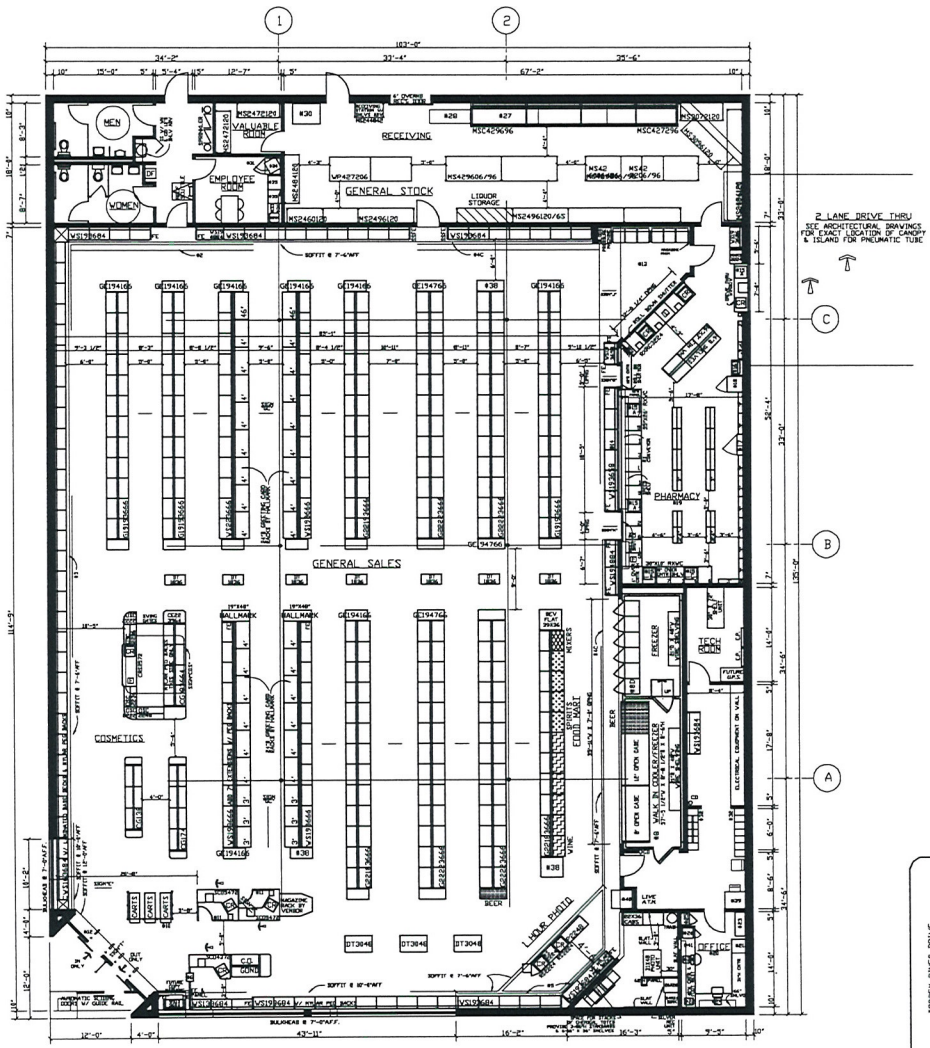
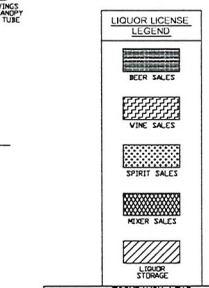
STORE NUMBER 03915

PROJECT NAME
WALGREENS STORE
6401 W CHARLESTON BLVD
LAS VEGAS, NV

DRAWING TITLE
LANDSCAPE PLAN

CADD PLOT: 0_01SLT-1-BW-16NOV09	SCALE: 1"=20'-0"	DRAWING NO.
VOID PLOT:	DRAWN BY: K. THALMANN COS	L1
SUPERSEDES PLAN DATED:	DATE: 11-16-09	
	REVIEWED BY:	





OCCUPANCY LOAD

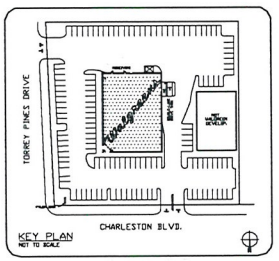
TOTAL OCCUPANCY: 414

TOTAL LIQUOR SQUARE FEET

TOTAL LIQUOR SALES: 78.7 SQ. FT.

TOTAL SALES: 9057 SQ. FT.

% SALES FLOOR DEVOTED TO LIQUOR = .87%



INTERIOR HANGING SIGNS

GENERAL SALES AREA:
ALL SIGNS AND AISLE MARKERS @ 9'-6" AFF UNLESS OTHERWISE NOTED.

SIGN "C" CHECKOUT/THANK YOU
SIGN "E" ENTRANCE/EXIT
SIGN "L" LIQUOR/THANK YOU
SIGN "T" STORE HOURS SIGN
SIGN "GC" GREETING CARD CUBE
SIGN "COS" COSMETIC HANGING CUBE 8' X 8' X 30"H @ 8'-0" AFF
SIGN "SB" SAN BRUNO CHECKOUT LANE #
SIGN "M" SAN BRUNO PHOTO

PHARMACY DEPARTMENT:
REFER TO FIXTURE PLAN FOR REQUIRED SIGNS
SIGN "J" PICK UP PRESCRIPTIONS
SIGN "K" DROP OFF PRESCRIPTIONS
SIGN "O" CONSULTATION WINDOW

ATTACH SIGNS TO UNDERSIDE OF SOFFIT. REFER TO FIXTURE PLAN FOR SIGN LOCATION. PROVIDE (2) HOLLOW WALL ANCHORS PER SIGN. SCREW THREADED EYEBOLT INTO ANCHOR. HANG SIGNS FROM EYEBOLTS WITH "S" HOOKS.

GENERAL NOTES

GENERAL SALES AREA:
1. SEE PROJECT DATA FOR FIXTURE MANUFACTURER
2. SECURITY MIRROR ON SOFFIT OF REAR WALL
3. COSMETIC CORNICE
4. PLASTIC "FL" CORNICE SPECIFIED ON THIS DRAWING TO BE SOFFIT MOUNTED. CORNICE INSERTS TO BE CORRESPOND WITH WALL ABOVE AND NOTED AS FOLLOWS: #4A-DARK ROSE, #4B-BROWN, #4C-DARK BLUE, #4D-DARK RED
5. PHOTO CORNICE
6. CANDY SCALE SHELF
7. REFRIGERATION: 3' SPACE BEHIND CASES
   A. MASTER-REL.T.D DOOR MEDIUM TEMP CASE, BMG-60; 84"W X 34.5"D X 78.5"H
   B. MASTER-REL.T.D DOOR LOW TEMP CASE, BLG-60; 84"W X 34.5"D X 78.5"H
   C. MASTER-REL.T.D DOOR MEDIUM TEMP CASE, BMG-52; 56"W X 34.5"D X 78.5"H
   D. MASTER-REL.T.D DOOR LOW TEMP CASE, BLG-52; 56"W X 34.5"D X 78.5"H
   E. MASTER-REL.T.D DOOR GRAB-N-GO BOX TLG-32; 36"W X 24.5"D X 78.5"H
   F. MASTER-REL.T.D WINE COOLER WRB-500; 70"W X 31"D X 76"H
8. MASTER-REL.T. WALK-IN COOLER PROVIDE
   ___ #1000R COOLMASTER DOORS
   26 3/4" X 7'3" EACH AND
   6 #100FR FREEZERMASTER DOORS
   26 3/8" X 7'3" EACH BY ANTHONY.
   A. __ DOORS:S FOR EACH DOOR PROVIDE (2) 7" REV-O-FLOW GRAVITY SHELVES UPPER (5) WITH SLIDES AND LOWER (2) WITH ROLLERS COMPLETE WITH UPRIGHTS.
   B. __ DOORS: FOR EACH DOOR PROVIDE (7) 24"D ANTHONY WINE SHELVES AND (4) 84" POSTS.
   C. __ DOORS: 'S ROLLER CONVEYOR AT FLOOR LEVEL
   D. 6 DOORS: FOR EACH DOOR PROVIDE (8) 26"D ANTHONY SHELVES
   E. __ DOORS: FOR EACH DOOR PROVIDE (2) 26"D ANTHONY SHELVES AND (4) 36"D MERCHANDISER SHELVES
   F. __ DOORS: 'S DOUBLE DECK ROLLER CONVEYOR
   G. __ DOORS: FOR EACH DOOR PROVIDE (2) MOBILE ICE MERCHANDISERS
9. ICE CHEST BY VENDOR: APPROX. 50 X 24 X 70
10. RAILINGS TO BE 40"H DOUBLE LINE RAILS
11. FREE STANDING CHECKOUTS TO HAVE A GATE AND 36"H SIDE SCREEN. PROVIDE A 6"H DARK BROWN VINYL BASE AT ALL CHECKOUTS
12. ELECTRONIC ARTICLE SURVEILLANCE SYSTEM

PHARMACY DEPARTMENT:
13. RX WAITING ROOM
   (6) SEATS
   (1) TABLE LAMP (WHEN SHOWN)
   (1) MAGAZINE RACK LOCATE AT 42" AFF
   (2) PIECES OF ARTWORK (SOLID CORE EXTERIOR DOOR) LOCATIONS
14. FIXED GLASS PANEL (OPENING CSLG ABOVE DWGS)
15. COMPUTER TERMINAL
   15M: INTERCOM PLUS TERMINAL
   15R: INTERCOM TERMINAL
   15G: TRAINING TERMINAL
16. RX SINK AND CABINET
17. CRX CABINET
18. RX REFRIGERATOR
19. PROVIDE A CARPETED FLOOR WITH A RUBBER RUNNER RX UNDERCOUNTER INSERTS:
   #1 - RX 3 DRAWER VIAL UNIT
   #2 - RX 3 DRAWER FILE INSERT
   #3 - RX OPEN UNIT
   #5 - RX PRINTER CABINET
   #6 - RX 5 DRAWER FILE INSERT
   #7 - RX OPEN UNIT W/ CPU SHELF
   #8 - RX PRINTER INSERT
   #9 - RX COMMUNICATION CABINET

OFFICE:
20. PROVIDE TILED FLOOR & VINYL WALLCOVERING
21. UNDER COUNTER SHELF UNIT
22. COMPUTER PRINTER
23. LATERAL FILE
24. ADMINISTRATION TERMINAL
25. TILL LOCKER
26. SAFE

STOCKROOM
27. GRAVITY CONVEYOR
28. MESH-N-FLEX CONVEYOR
29. MOVER ROLLER CONVEYOR
30. BALER 60"W X 24"D X 78"H

EMPLOYEE LOUNGE
31. EMPLOYEE TABLE & CHAIRS (PROJECT PROVIDED BY WALGREENS
32. EMPLOYEE LOCKERS: (1) 3'W & (1) 6'W X 18"D
33. PROVIDE EMPLOYEE LOUNGE COUNTER
34. EMPLOYEE BREAK REFRIGERATOR
35. (2) SUNDRIES CABINETS: 24"W X 23"D X 32.25"H (BENEATH COUNTER #33)
36. 7'-0" MIRROR ON WALL ABOVE COUNTER

MISC:
37. (1) ELECTRICAL OUTLET FOR FUTURE USE
38. VENDOR RACKS: REMOVE BASE DECK & SHOES; END PANEL TO REMAIN.
39. EMPLOYEE TRAINING CABINET & 2 CHAIRS
40. PROVIDE 2'0 X 3'W X 7'-6"H DISPLAY FOR ATM. (SEE ARCHITECTURAL DRAWINGS FOR DETAIL)
41. PROVIDE 18"W X 20"H OPNG. W/ ONE-WAY GLASS 52"AFF (VIEWED FROM OFFICE)

EXECUTIVE APPROVAL		DATE
EXEC. VICE PRESIDENT DRUG STORE OPERATIONS	G.S.KRAISS	12-22-95
SR. VICE PRESIDENT FACILITIES DEVELOPMENT	W.A.SHIEL	12-22-95
VICE PRESIDENT DRUG STORE OPERATIONS	J.B.KARLIN	01-02-96
REGIONAL VICE PRESIDENT		
SR. MANAGER PLANNING & DESIGN	J.L.HAYES	12-22-95

Walgreens

FACILITIES PLANNING AND DESIGN
200 WILMOT ROAD DEERFIELD, IL
708-940-2500 60015

PROJECT DATA

TYPE					
	GENERAL SALES	☒	FOOD MART	☒
NEW LOCATION	☒	PHARMACY	☒	BEER	☐
NEW LOCATION EXIST'G BLDG	☐	LIQUOR	☐	SECURITY	☐
REMODEL	☐	1 HOUR PHOTO	☒	24 HOUR STORE	☐

SQUARE FOOT AREA SUMMARY

DEPARTMENT		SALES	STOCK	SERVICE	TOTAL EXIST'G	TOTAL NEW
GEN. SALES	EXIST					
	NEW	9057	1662	1277		11996
LIQ.	EXIST					
	NEW					
BEER	EXIST					
	NEW					
1 HR. PHOTO	EXIST					
	NEW	225				225
BSMT.	EXIST					
	NEW					
MEZZ-ANINE	EXIST					
	NEW					
RX & WAITG	EXIST					
	NEW	984				984
FOOD MART	EXIST					
	NEW	700				700
TOTAL EXIST						
TOTAL NEW		10966	1662	1277		13905

TOTAL AREA FIRST FLOOR 13905 SQ. FT.
TOTAL AREA OTHER LEVELS 0 SQ. FT.
GROSS AREA INCLUDING ALL DEPARTMENTS AND ALL LEVELS 13905 SQ. FT.
RX SHELVING LINEAL FEET 112 LIN. FT.
RX SQUARE FOOT AREA 798 SQ. FT.

FIXTURE MANUFACTURER

KICHLER/MYERS ☐ MADIX/MYERS ☐ LOZIER/STONECRAFT ☒

REVISIONS

NO.	DATE	BY	DESCRIPTION	CONST.
1	1-19-96	W.B.	MERCH. AND SHELF SPACING ADDED.	

CERTIFICATION AND SEAL

I HEREBY CERTIFY THAT THIS PLAN AND SPECIFICATION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT OR ENGINEER UNDER THE LAWS OF THE STATE OF NEVADA. AS SIGNIFIED BY MY HAND AND SEAL.

PROJECT NAME

TORREY PINES & CHARLESTON
LAS VEGAS, NEVADA

DRAWING TITLE

FIXTURE PLAN

DATE:	12-19-95	STORE NO.	DRAWING NO.
DRAWN BY:	BELLAMY	045-03915	D1
CADD PLOT:	F039150101	SCALE: 1/8"=1'-0"	

RELEASED TO CONSTRUCTION
MFG. PLOT: 03/08/96 OF DWGS.

01-15-96
EXCISION OFF, PER PHOTO UPDATES) REVISIONS, BASE PAPER ROOF & FLOOR, ADDED 1 HOUR PHOTO AND 1 IN OFFICE, REVISE WALLMARK EXHIB S, QC SIGNS, PER MERCH. REVISE CART RAILS.

03-06-96
FIRST CHECK SET; ADD EMPLOYEE AREA SIDE, CHANGE RX'S FOR LIVE ATA.

01-15-96
KYLAR SET, PHOTO UPDATES, REVISE SOFFIT, REMOVE ATM, REVISE RX LAYOUT, REVISE VISION CARE RX SIGNS ADD WALLMARK FIXTS.

SUP-37603
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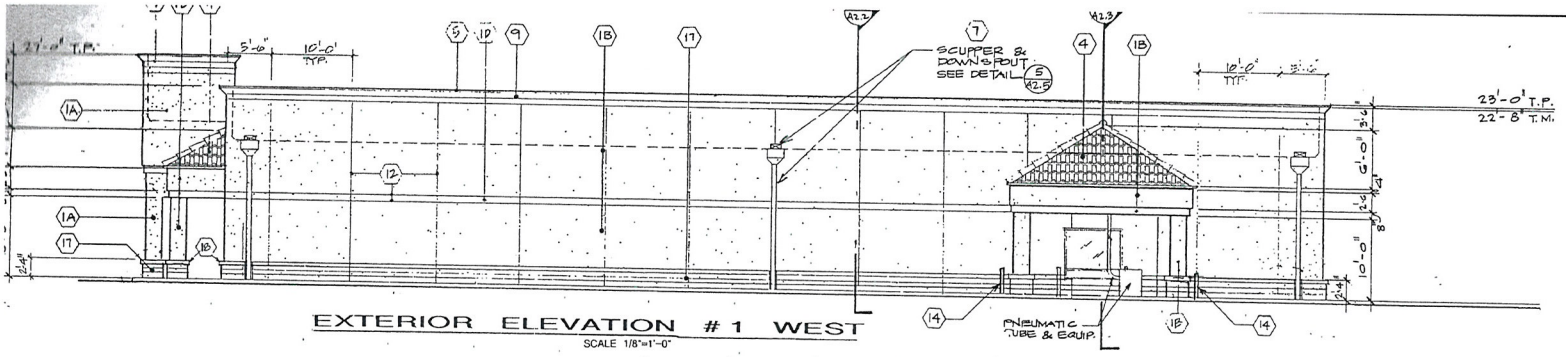
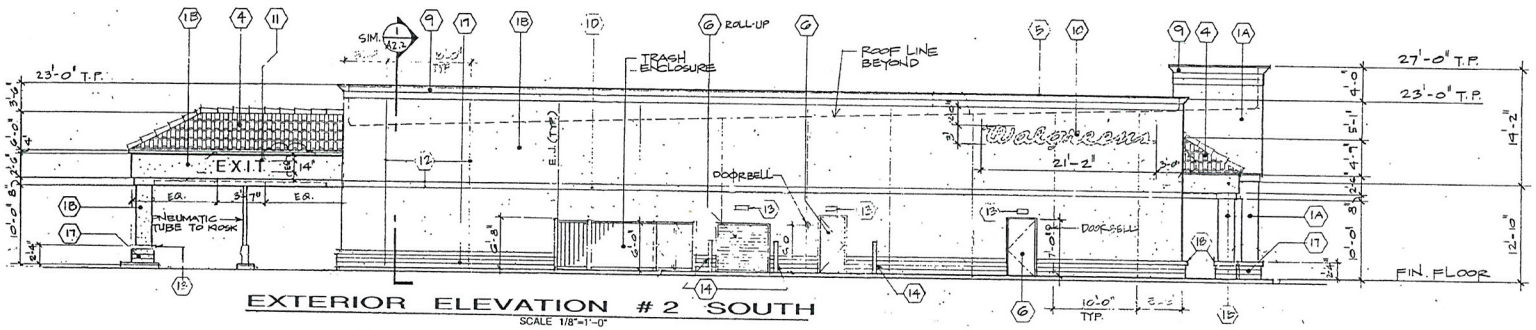


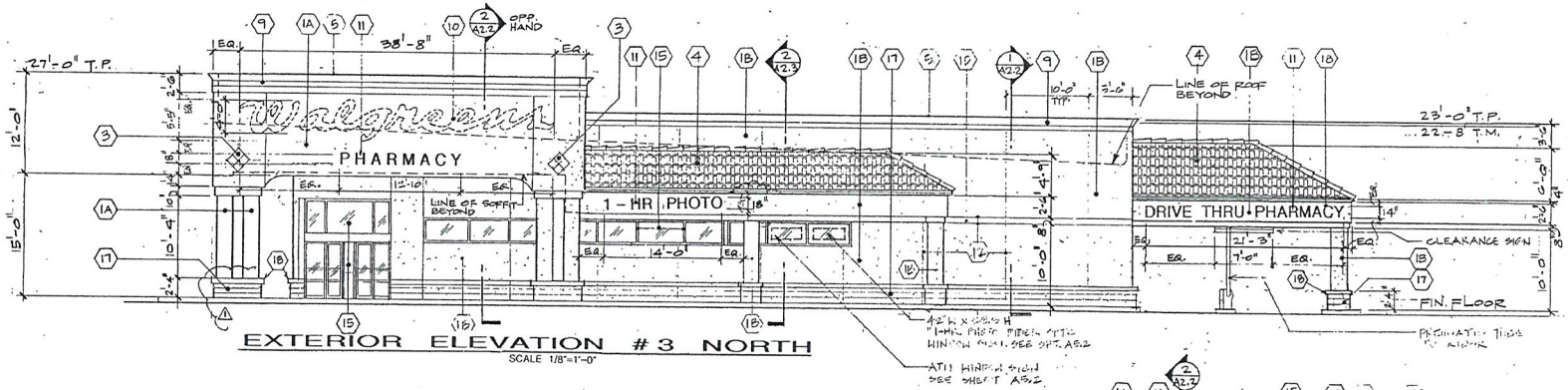
EXTERIOR ELEVATION # 1 WEST

SCALE 1/8"=1'-0"



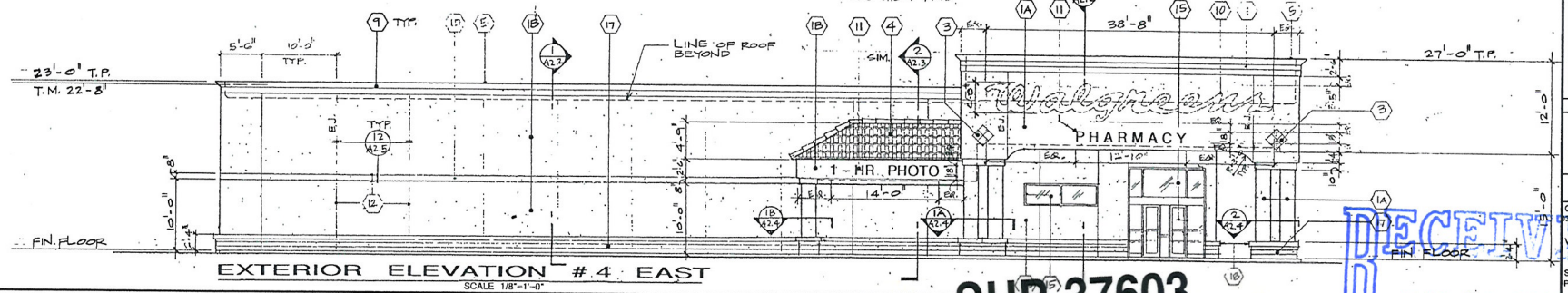
EXTERIOR ELEVATION # 2 SOUTH

SCALE 1/8"=1'-0"



EXTERIOR ELEVATION # 3 NORTH

SCALE 1/8"=1'-0"



EXTERIOR ELEVATION # 4 EAST

SCALE 1/8"=1'-0"

SUP-37603

04/22/10 PC

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MAR 08 2010

Walgreens

FACILITIES PLANNING, DESIGN, & ENGINEERING
106 WILMOT ROAD
DEERFIELD, IL 60015-4616

NO.	DATE	BY	DESCRIPTION	CONST

REVISIONS

CERTIFICATION AND SEAL

I HEREBY CERTIFY THAT THIS PLAN AND SPECIFICATION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT OR ENGINEER UNDER THE LAWS OF THE STATE OF XXXXXXXX AS SIGNIFIED BY MY HAND AND SEAL.

STORE NUMBER 03915

PROJECT NAME
WALGREENS STORE
6401 W CHARLESTON BLVD
LAS VEGAS, NV

DRAWING TITLE
EXTERIOR ELEVATIONS

CADD PLOT: 03915 A21 BW 16NOV09
VOID PLOT:
SUPERSEDES PLAN DATED:

SCALE: AS SHOWN
DRAWN BY: K. THALMANN COS
DATE: 11-16-09
REVIEWED BY:

DRAWING NO. A2.1

OF DWGS



SUP-37603 - APPLICANT: WALGREEN CO. - OWNER: VILLAGE/TORREY PINES PARTNERS, LP
6401 WEST CHARLESTON BOULEVARD

03/18/10



SUP-37603 - APPLICANT: WALGREEN CO. - OWNER: VILLAGE/TORREY PINES PARTNERS, LP
6401 WEST CHARLESTON BOULEVARD

03/18/10

LIONEL SAWYER & COLLINS

ATTORNEYS AT LAW
1700 BANK OF AMERICA PLAZA
300 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101
(702) 383-8888
FAX (702) 383-8845
lsc@lionelsawyer.com
www.lionelsawyer.com

SAMUEL S. LIONEL
GRANT SAWYER (1918-1996)
JON R. COLLINS (1923-1987)
RICHARD H. BRYAN
JEFFREY P. ZUCKER
PAUL R. HEJMANOWSKI
ROBERT D. FAISS
DAVID N. FREDERICK
RODNEY M. JEAN
HARVEY WHITTEMORE
TODD TOUTON
CAM FERENBACH
LYNDA S. MABRY
MARK H. GOLDSTEIN
KIRBY J. SMITH
COLLEEN A. DOLAN
JENNIFER A. SMITH
DAN R. REASER
PAUL E. LARSEN
ALLEN J. WILT

LYNN S. FULSTONE
RORY J. REID
DAN C. McGUIRE
JOHN E. DAWSON
FRED D. "PETE" GIBSON, III
CHARLES H. McCREA JR.
GREGORY E. SMITH
MALANI L. KOTCHKA
LESLIE BRYAN HART
CRAIG E. ETEM
TODD E. KENNEDY
MATTHEW E. WATSON
SHAWN M. ELICEGUI
JOHN M. NAYLOR
WILLIAM J. McKEAN
ELIZABETH BRICKFIELD
GREGORY R. GEMIGNANI
LINDA M. BULLEN
LAURA J. THALACKER
DOREEN SPEARS HARTWELL
LAURA K. GRANIER
MAXIMILIANO D. COUVILLIER III

MICHAEL D. KNOX
ERIN FLYNN
JENNIFER ROBERTS
MEREDITH L. STOW
DOUGLAS A. CANNON
RICHARD T. CUNNINGHAM
MATTHEW R. POLICASTRO
JENNIFER J. DiMARZIO
PEARL L. GALLAGHER
CHRISTINE D. SMITH
SUSAN L. MYERS
BRIAN S. PICK
JENNIFER L. BRASTER
LUCAS J. TUCKER
CHRISTOPHER WALTHER

KEVIN J. HEJMANOWSKI
KETAN D. BHIRUD
LAUREN D. CALVERT
ROBERT W. HERNQUIST
CHRISTIAN HALE
TIMOTHY R. MULLINER
COURTNEY MILLER O'MARA
BRIAN H. SCHUSTERMAN
MOHAMED A. IQBAL, JR.
KELLY R. KICHLINE
MARK J. GARDBERG
ELIZABETH A. HIGH
JAMES B. GIBSON
GREG J. CARLSON
ABIGAYLE F. DANG

OF COUNSEL
RICHARD J. MORGAN*
ELLEN WHITTEMORE
CHRISTOPHER MATHEWS
MARK A. CLAYTON

*ADMITTED IN CA ONLY
WRITER'S DIRECT DIAL NUMBER:
(702)-383-8946
jroberts@lionelsawyer.com

March 8, 2010

VIA HAND DELIVERY

Planning and Development Department
City of Las Vegas
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

RE: ***Application for Special Use Permit & Waiver of Distance Restriction***

To Whom It May Concern:

I am writing on behalf of Walgreen Co. in support of the application for a special use permit and waiver of the distance restrictions to allow for the addition of accessory "off-sale" packaged beer, wine, and liquor at the premises of Walgreens at 6401 West Charleston Boulevard. The location is currently operating and licensed as a drug store.

This location is zoned C-1, Limited Commercial. The proposed sale of packaged liquor will not adversely affect nearby properties, as the business is located on the major commercial corridor of Charleston Boulevard and is adjacent to other commercial uses. There are numerous businesses along Charleston Boulevard that sell alcohol, so the proposed additional use would not be unique to the area. The addition of packaged alcoholic beverages would constitute a very minor portion of Walgreens' overall business at this location. As the site is zoned for commercial use, the sale of alcoholic beverages is appropriate. The site also currently complies with all other requirements pursuant to the City of Las Vegas Municipal Code.

Walgreen Co. recognizes that the College of Southern Nevada is located within 400 feet of the store. Accordingly, the company hereby respectfully requests a waiver

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SUP-37603
04/22/10 PC

of the distance restrictions since the Walgreens has less than 20,000 square feet of retail floor space and is separated from the school by a public right-of-way, Torrey Pines. However, if the width of the public right-of-way is determined to be less than 100 feet in width, Walgreens would contend that the definitions of public or private school in Chapter 19 of the Las Vegas Municipal Code only extends to schools consisting of grades K through 12. Thus, a waiver may not be necessary here.

Additionally, there would be minimal impact on the College of Southern Nevada by the addition of liquor because there is no on-campus housing, which means that the college is a commuter-campus with students only visiting for limited periods. Moreover, many students at the college are of legal drinking age, so the concern about minors frequenting the business would be diminished in this case. The location will not devote more than 10% of the retail floor space to the display or merchandising, so the presence of alcoholic beverages will be minimal, and the store will undertake measures to prevent minors from accessing the liquor.

With this special use permit, Walgreens will remain competitive with similar businesses by offering patrons the option to purchase packaged beer, wine, or liquor for consumption off-premises. Since this use is commonly found at similar drug and retail grocery stores in Las Vegas, there would be no variable impact on other businesses by allowing Walgreens to sell alcohol for the convenience of its customers at this location.

Furthermore, Walgreen Co. is a well-established national company with shares traded on the New York Stock Exchange. The company has over 60 stores in southern Nevada that maintain a low impact on neighboring properties. Walgreens will continue to maintain its high-level standard of operations, and the design, hours of operation, traffic generation, lighting, and noise at this location will remain unchanged with the issuance of a special use permit to allow for accessory packaged beer, wine, and liquor sales. This Walgreens location operates from 7:00 a.m. to midnight every day.

As Walgreens is currently operating and the addition of packaged beer, wine, and liquor for sale is compatible with the surrounding area, we respectfully request a special use permit and waiver of the distance restriction to a City park to allow for the addition of accessory "off-sale" packaged beer, wine, and liquor sales.

Please call me if you have any questions or need additional information.

Sincerely,

Jennifer Roberts

SUP-37603
04/22/10 PC

cc: Ms. Rebecca Lidskin

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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CITY CLERK
2010 MAY 11 A 11:04

REPORTED CLASS

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MAY 07 2010
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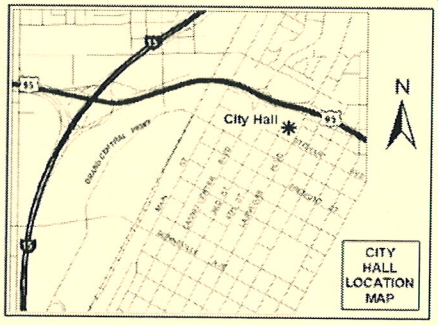
Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37603
City Council Meeting of 5/19/2010

LARKIN RICHARD & LIDA
6417 EVERGREEN AVE
LAS VEGAS NV 89107-3454

APN#13835412041

CAVDS11 89107

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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2010 MAY 11 A 11:05

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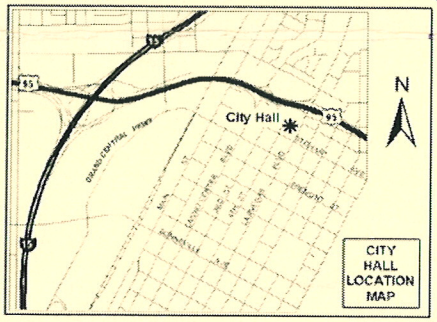

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37603
City Council Meeting of 5/19/2010

CRUZ VICTOR ANTONIO
6533 BRISTOL WY
LAS VEGAS NV 89107-3308

APN#13835316034

CAVDS11 89107

Application Information

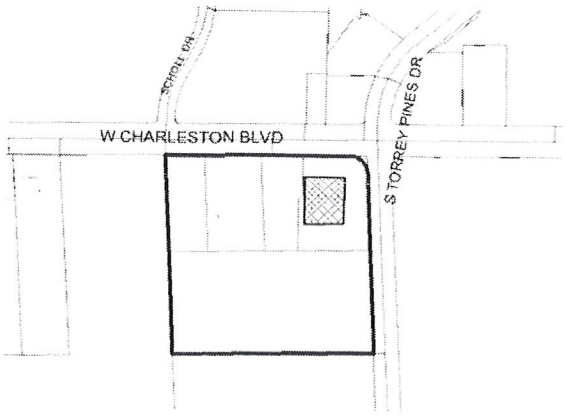
SUP-37603 - APPLICANT: WALGREEN CO. - OWNER: VILLAGE/TORREY PINES PARTNERS, LP - Request for a Special Use Permit FOR A 79 SQUARE-FOOT ACCESSORY PACKAGE LIQUOR OFF-SALE WITHIN AN EXISTING 13,905 SQUARE-FOOT RETAIL ESTABLISHMENT at 6401 West Charleston Boulevard (APN 163-02-114-002), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian)

5-8-10

We need Jobsss, not this tape of restrictions. This is Las Vegas!!!
"Viva Las Vegas".

Thank You.

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting: City Council
Date: ***May 19, 2010***
Time: 1:00 P.M.
Location: City Council Chambers
400 Stewart Avenue
Las Vegas, Nevada

Any and all interested persons may appear and be heard at said meeting, or may, prior thereto, file written objections thereto or approvals thereof with the City Clerk, 1st Floor, City Hall, 400 Stewart Avenue, Las Vegas, Nevada, 89101. For further information, including the full staff report, please call (702) 229-6311 (TDD 386-9108) or go to http://www.lasvegasnevada.gov

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Planning and Development Department
Case Planning Division
731 South Fourth Street
Las Vegas, Nevada 89101
(702) 229-6301 Phone (702) 385-7268 Fax

SUBJECT: SUP-37603 - APPLICANT: WALGREEN CO. - OWNER: VILLAGE/TORREY PINES PARTNERS, LP

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***APRIL 22, 2010*** Planning Commission meeting. All of these items will be placed at the beginning of the agenda. The Chairman of the Planning Commission will open them at the same time

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to ***Carman Burney at (702) 385-7268***. If there is no one present at the Planning Commission meeting who wants to discuss this item, you will not be called to the podium to discuss the case. However, you must be present in case any Planning Commissioner or member of the public wants to discuss the item. If you have any questions, please contact my office at (702) 229-6301.

Please sign and date that you have read and agree to the conditions and return to our office by 5:00PM APRIL 21, 2010

[signature] 4/21/10

Signature Date

Rebecca Lidskin

Please Print Name

Walgreen Co.

Company Name

Sincerely,

Steve Gebeke
Planning Supervisor
Case Planning Division

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APR 21 2010

Submitted after final agenda
Date 4/21/10 Item 9

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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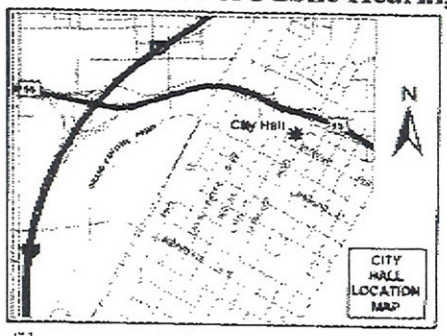

There is no shortage of places to buy Liquor. We need no more!!

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or 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-37603

Planning Commission Meeting of 4/22/2010

Case: SUP-37603

13835411068
TIOGA-SEARCHLIGHT HOLDINGS L L C
%R BROWN
5059 N TIOGA WY
LAS VEGAS NV 89149-5831

Submitted after final agenda
Date 4/22/10
Item 9P

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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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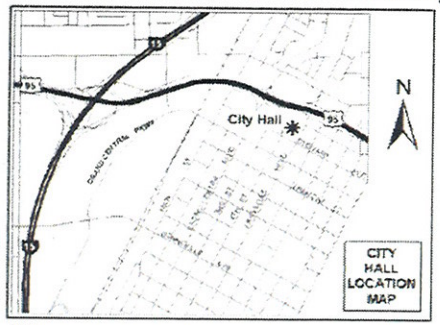

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37603

Planning Commission Meeting of 4/22/2010

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Case: SUP-37603
13835814028
LONARDO GENE R & PEARL A
6300 BLAIR WY
LAS VEGAS NV 89107-3500

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APR 21 2010

BAVDS11 89107

Submitted after final agenda
Date 4/22 PC Item 9P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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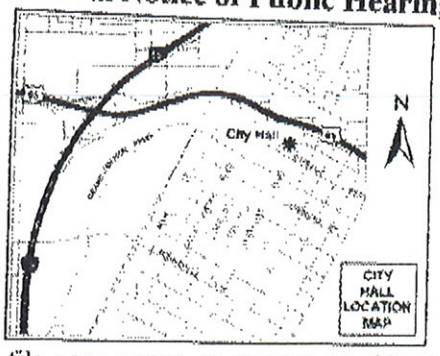

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37603

Planning Commission Meeting of 4/22/2010

Case: SUP-37603

13835411068
TIOGA-SEARCHLIGHT HOLDINGS L L C
%R BROWN
5059 N TIOGA WY
LAS VEGAS NV 89149-5831

RECEIVED
APR 16 2010

Submitted after final agenda
Date 4/22 PC Item 9P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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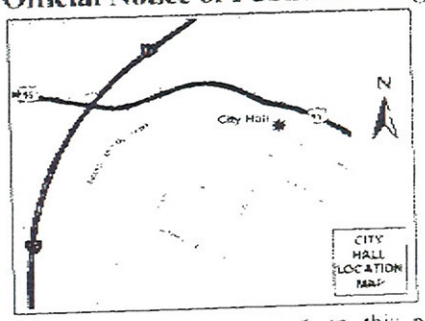

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37603

Planning Commission Meeting of 4/22/2010

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APR 16 2010

Case SUP-37603

13835818038
TODD JOHN R
6329 EVERGREEN AVE
LAS VEGAS NV 89107-3450

Submitted after final agenda
Date 4/22/10
Item 9A

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

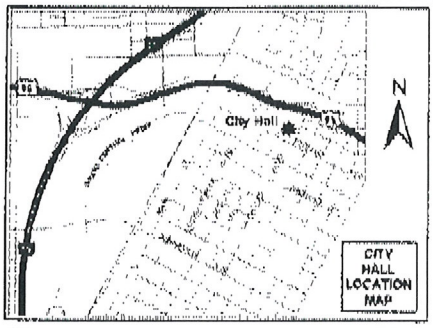
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS



UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41
0004279218 APR 09 2010
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37603

Planning Commission Meeting of 4/22/2010

Case: SUP-37603
16302211077
SALZANO ENRIQUE R & CELIA
4608 GONZALES DR
LAS VEGAS NV 89130-5303

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APR 11 2010

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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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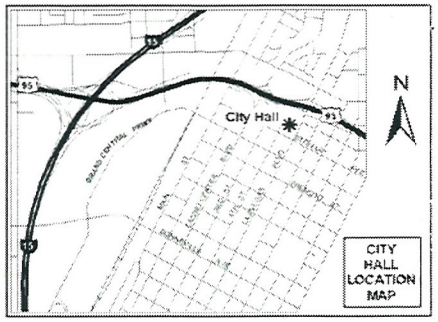

The last Thing we need is another liquor store in our area!!!!

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SUP-37603

Planning Commission Meeting of 4/22/2010

Case: SUP-37603

13835411065
HODY KENNETH & SHARON LIVING TR
6544 CASADA WY
LAS VEGAS NV 89107-3313

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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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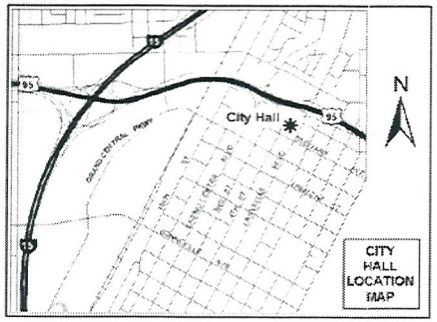
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37603

Planning Commission Meeting of 4/22/2010

Case: SUP-37603

13835411003
LEWIS LIVING TRUST
6500 EVERGREEN AVE
LAS VEGAS NV 89107-3321

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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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MAILED FROM ZIP CODE 89101

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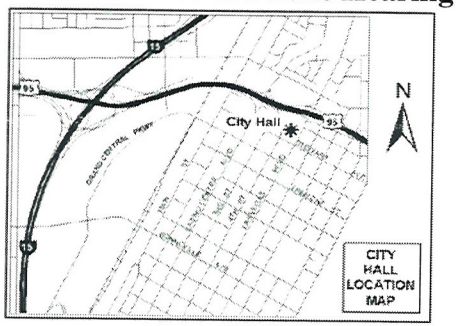
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37603

Planning Commission Meeting of 4/22/2010

Case: SUP-37603
16302113083
SILAKOWSKI EDWARD F TRUST
6750 DEL REY AVE #262
LAS VEGAS NV 89146-1063

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APR 13 2010

94

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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PITNEY BOWES
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MAILED FROM ZIP CODE 89101

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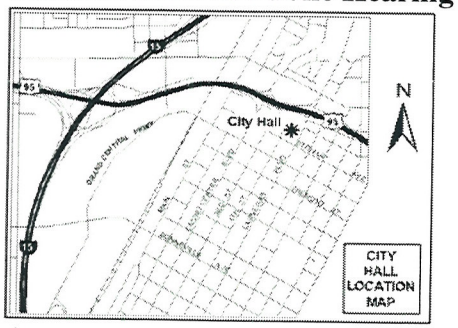

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37603

Planning Commission Meeting of 4/22/2010

Case: SUP-37603

16302113050
SILAKOWSKI EDWARD
6750 DEL REY AVE #238
LAS VEGAS NV 89146-1062

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APR 13 2010

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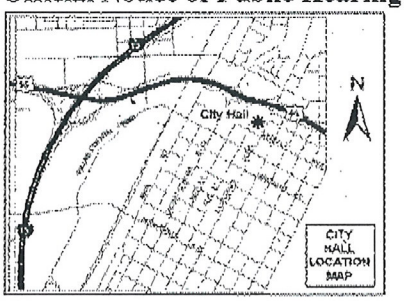
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37603

Planning Commission Meeting of 4/22/2010

Case: SUP-37603
16302211037
WILCOX JULIE A
1920 S MARYLAND PKWY
LAS VEGAS NV 89104-3106

RECEIVED
APR 12 2010

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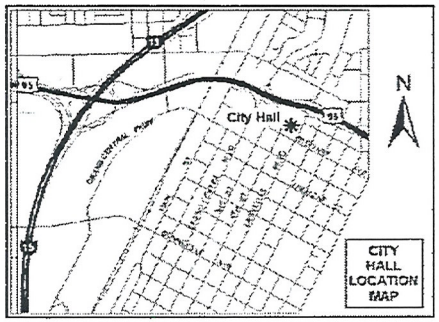
P.001/001

(FAX)

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-37603

Planning Commission Meeting of 4/22/2010

PRESORTED FIRST CLASS

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Case: SUP-37603

16302111047
SINIBALDI MATTHEW J
6715 W CHARLESTON BLVD #4
LAS VEGAS NV 89146-9221

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04/12/2010 01:44

9A

City of Las Vegas Agenda Item No.: **86.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: MAY 19, 2010

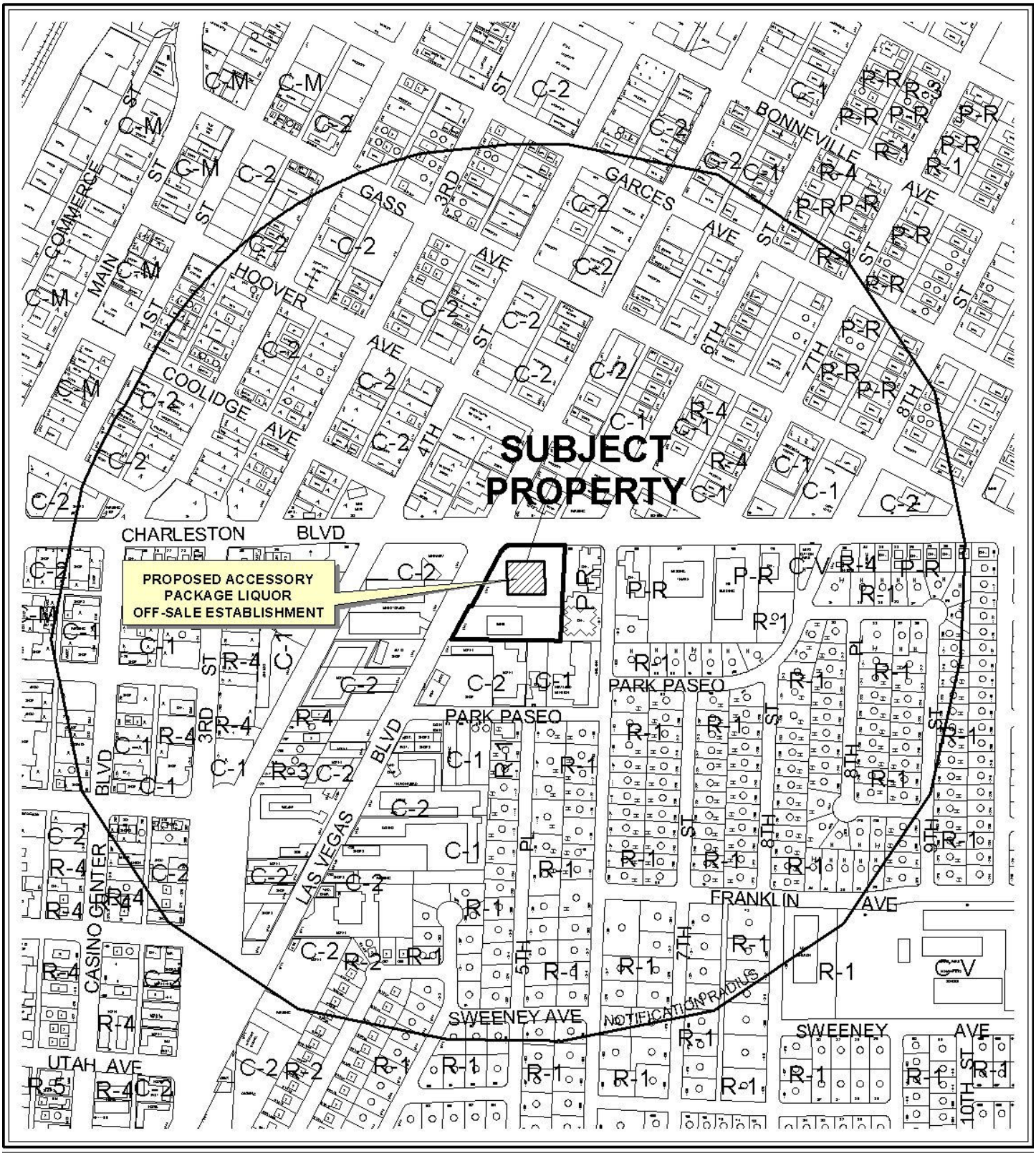
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-37605 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: WALGREEN CO. - OWNER: LAKEWEST LAS VEGAS PROPERTIES, LLC - Request for a Special Use Permit FOR A 79 SQUARE-FOOT ACCESSORY PACKAGE LIQUOR OFF-SALE WITHIN AN EXISTING 15,048 SQUARE-FOOT RETAIL ESTABLISHMENT at 1101 South Las Vegas Boulevard (APN 162-03-114-002), C-2 (General Commercial) Zone, Ward 3 (Reese). The Planning Commission (4-0-1 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**15**	**Planning Commission Mtg.**	**8**
City Council Meeting	**11**	**City Council Meeting**	**5**

RECOMMENDATION:
The Planning Commission (4-0-1 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest/Support Postcards
7. Backup referenced from the April 22, 2010 Planning Commission Meeting Item SUP-37605



CASE: **SUP-37605**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)



0 400 800 Feet

CASE: **SUP-37605**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



SUP-37605

Business Licenses

- Child Care/ Children Facility
- Beer/Wine/Cooler On Sale
- Beer/Wine/Cooler Off Sales
- Beer/Wine/Cooler On-Off Sale
- Package Liquor Sales
- Supper Club/ Restaurant Service Bar
- Tavern
- RELIGIOUS
- CITY PARKS
- SCHOOLS
- Subject Property
- 400 foot buffer

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 19, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: WALGREEN CO. - OWNER: LAKEWEST LAS VEGAS PROPERTIES, LLC

** STAFF RECOMMENDATION(S) **

The Planning Commission (4-0-1 vote/rt) and Staff recommend APPROVAL, subject to conditions:

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-37605	Staff recommends APPROVAL, subject to conditions	

** CONDITIONS **

SUP-37605 CONDITIONS

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Retail Establishment with Accessory Package Liquor Off-Sale use.

2. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, 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. The sale of alcoholic beverages is ancillary to the retail use and in which no more than 79 square feet of the retail floor space is devoted to the display or merchandising of alcoholic beverages as shown in the floor plan date stamped on 03/08/10.

6. All beer and wine coolers shall remain in their original manufacturer's configuration of four- or six-packs.

7. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit for a 79 square-foot Retail Establishment with Accessory Package Liquor Off-Sale use within an existing 15,048 square-foot Retail Establishment at 1101 South Las Vegas Boulevard. This location does not have any churches, schools, child care facilities or city parks within the required 400-foot distance separation radius. The proposed use will not add parking beyond that which is required for the principal use on the site. No more than 10 percent of the retail floor space is devoted to beer and wine sales. This site location is compatible with surrounding land uses, which include two offices, a bank and a convenience store. For all of these reasons, staff recommends approval. If this request is denied, no alcohol may be sold on the premises without approval of another Special Use Permit.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
11/13/51	The City Council approved C-2 (General Commercial) zoning for this site (Z-0002-51).
10/24/96	The Planning Commission approved a request for an Aesthetic Review (AR-0018-96) for a proposed 15,120 square-foot retail drug store at 1101 South Las Vegas Boulevard. Staff recommended approval.
03/11/08	A Code Enforcement case (#63153) was processed to ensure that the temporary and window signs be permitted. The case was closed by Code Enforcement on 01/22/10.
06/18/08	A Code Enforcement case (#66759) was processed to perform sign sweep for banners, window sings, debris, junk vehicle, trash, graffiti and zoning violations. The case was closed by Code Enforcement on 01/22/10.
04/22/10	The Planning Commission (4-0-1 vote/rt) recommended APPROVAL (PC Agenda Item #10/rg).

Most Recent Change of Ownership	
12/18/06	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
03/19/97	A building permit (#97005528) was issued for a new retail building at 1101 South Las Vegas Boulevard. The project was completed on 08/18/97.
10/01/97	A business license (C05-01836) was issued for a Tobacco Dealer at 1101 South Las Vegas Boulevard. The license is still active.
10/01/97	A business license (D11-00147) was issued for a Drug Store at 1101 South Las Vegas Boulevard. The license is still active.
07/18/08	A business license (Q04-00079) was issued for a Pharmacy at 1101 South Las Vegas Boulevard. The license is still active.

Pre-Application Meeting	
02/11/10	A pre-application meeting with applicant was held where elements of submitting a Special Use Permit for a Retail Establishment with Accessory Package Liquor Off-Sale were discussed. The topics included: • The submittal of application materials, meeting dates, and deadlines were discussed. • A revision to the floor plan to indicate the retail floor space devoted for the sale of alcoholic beverages upon submittal. • The site does not have any churches, schools, child care facilities or city parks within the required 400-foot distance separation radius. • There is no additional parking requirement for a Retail Establishment with Accessory Package Liquor Off-Sale use other than that which is required for the principal use on site.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
03/18/10	A temporary banner sign installed on the building façade facing Las Vegas Boulevard and an "A" frame sign found at the front entrance to the building were observed.

Details of Application Request	
Site Area	
Net Acres	1.50

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	General Retail	C (Commercial)	C-2 (General Retail)
North	Retail/Financial Institution, Specified	C (Commercial)	C-2 (General Retail)
South	Financial Institution, General	C (Commercial)	C-2 (General Retail)
East	Office	C (Commercial)	P-R (Professional Office and Parking)
West	Convenience Store/Service Station and Mini Storage	C (Commercial)	C-2 (General Retail)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area			
Downtown Centennial Plan	X		Y
John S. Park Historic Neighborhood	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
Downtown Centennial Plan Overlay District	X		Y
Las Vegas Boulevard Scenic Byway Overlay District	X		Y
Trails	X		Y
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Parking Requirement - Downtown							
	Gross Floor Area or Number of Units	***Base Parking Requirement***			***Provided***		***Compliance***
			Parking		*Parking*		
Use		***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
General Retail	15,048 SF	1:175 SF	86		77		N/A
TOTAL SPACES REQUIRED			86		77		N/A
TOTAL (With Handicapped)			82	4	73	4	N/A

Projects located within the Las Vegas Downtown Centennial Plan area are not subject to the automatic application of parking requirements. However, the above table should be used to illustrate the requirements of an analogous project in another location in the City. The analysis should take a number of factors into consideration when discussing parking availability, including pedestrian access, nearby parking structures, on-street parking, etc.

ANALYSIS

This is a request for a Special Use Permit for a 79 square-foot Accessory Package Liquor Off-Sale use within an existing 15,048 square-foot Retail Establishment at 1101 South Las Vegas Boulevard. This site location does not have any churches, schools, child care facilities or city parks within the required 400-foot distance separation radius. No additional parking beyond that which is required for the principal use on the site is required as a result of the addition of the use.

The sale of alcoholic is ancillary to the retail use, and 79 square feet of the retail floor space is devoted to the display or merchandising of alcoholic beverages. The proposed use meets minimum requirements of Title 19.04 and is compatible with surrounding land uses, which include two offices, a bank and a convenience store; staff therefore recommends approval of this request.

FINDINGS

In order to approve a Special Use Permit application, per Title 19.18.060 the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The proposed Retail Establishment with Accessory Package Liquor Off-Sale use will be located within the existing General Retail building and it is an accessory use. The proposed use can be conducted in a manner harmonious and compatible with the uses in the existing site and with the commercial uses on adjacent properties.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site is physically suitable for the type and intensity of the proposed use. There is no additional parking requirement for a Retail Establishment with Accessory Package Liquor Off-Sale use other than that which is required for the principal use on site.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   Site access is provided from Charleston Boulevard and Las Vegas Boulevard, both a 100-foot Primary Arterials as designated in the Master Plan of Streets and Highways. These streets are of sufficient size to accommodate the needs of the proposed Accessory Package Liquor Off-Sale use.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   Approval of the proposed Special Use Permit will not compromise the public health, safety and general welfare, as the use will be subject to regular inspections for business licensing.

5. **The use meets all of the applicable conditions per Title 19.04.**

The proposed use will be located within an existing Retail Establishment and complies with the minimum Special Use Permit requirements. The use will devote 79 square feet of the floor space within the existing Retail Establishment for the sale of alcoholic beverages.

PLANNING COMMISSION ACTION
There were two speakers in opposition at the Planning Commission meeting.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 19

NOTICES MAILED 720 (By City Clerk)

APPROVALS 8

PROTESTS 15

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: SUP-37605 APN: 162-03-114-002

Name of Property Owner: Lakewest Las Vegas Properties, LLC

Name of Applicant: Walgreen Co.

Name of Representative: Lionel Sawyer & Collins

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: LAKEWEST LAS VEGAS PROPERTIES, LLC
By: Lake Stony Properties, Ltd., its sole member
By: Lakewest Equity, Inc., its Gen'l Partner
By: _____
Roger F. Ruttenberg, President

Subscribed and sworn before me

This 26th day of October, 2009

Dawn M Stevenson
Notary Public in and for said County and State Illinois/Cook

OFFICIAL SEAL
DAWN M STEVENSON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:04/23/13

Revised 11-14-06

f:\depot\Application Packet\Statement of Financial Interest.pdf

RECEIVED
MAR 08 2010

#4106

PLANNING & DEVELOPMENT

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: SUP: Retail Establishment with Accessory Package Liquor Off-Sale

Project Address (Location) 1101 South Las Vegas Boulevard

Project Name Walgreens **Proposed Use** Drug Store (existing)

Assessor's Parcel #(s) 162-03-114-002 **Ward #** 3

General Plan: existing XX proposed _____ **Zoning:** existing C-2 proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

Lakewest Las Vegas Properties, LLC

PROPERTY OWNER ~~Lake Stony Properties, LLC~~ **Contact** Atlas Partners LLC

Address 55 E. Monroe St., Ste 2910 **Phone:** (312) 516-5703 **Fax:** (312) 516-5710

City Chicago **State** IL **Zip** 60603

E-mail Address none

APPLICANT Walgreen Co. **Contact** Rebecca Lidskin, Attorney

Address 104 Wilmot Road, M.S. #1420 **Phone:** (847) 315-4651 **Fax:** (847) 315-4825

City Deerfield **State** Illinois **Zip** 60015

E-mail Address Rebecca.Lidskin@walgreens.com

REPRESENTATIVE Lionel Sawyer & Collins **Contact** Jennifer Roberts

Address 300 South Fourth Street #1700 **Phone:** (702) 383-8946 **Fax:** (702) 671-2490

City Las Vegas **State** Nevada **Zip** 89101

E-mail Address jroberts@lionelsawyer.com

RECEIVED
MAR 08 2010

Property Owner Signature* _____

*An authorized agent may sign in lieu of the proper

Print Name _____

LAKEWEST LAS VEGAS PROPERTIES, LLC
By: Lake Stony Properties, Ltd., its sole member
By: Lakewest Equity, Inc., its Gen'l Partner

By: _____
Roger F. Ruttenberg, President

Subscribed and sworn before me

This 26th day of October, 20 09.

Dawn M Stevenson

Illinois / Cook

Notary Public in and for said County and State

OFFICIAL SEAL
DAWN M STEVENSON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:04/23/13

FOR DEPARTMENT USE ONLY

Case #	SUP-37605
Meeting Date:	4/22/10
Total Fee:	$1280.00
Date Received:*	3/8/10
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.

Revised 10/27/08

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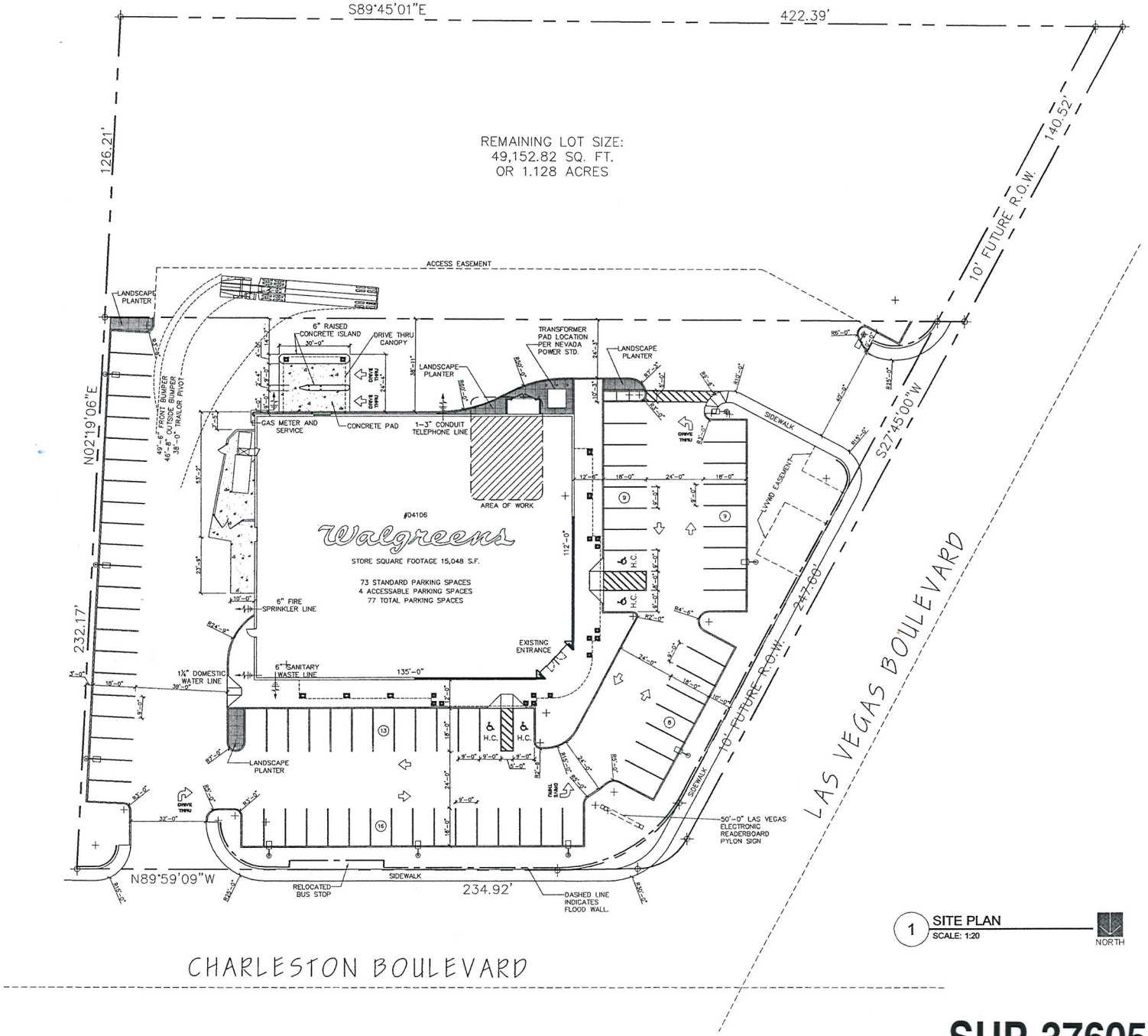
#4106



1 SITE PLAN
SCALE: 1:20

NORTH

FACILITIES PLANNING, DESIGN, & ENGINEERING
106 WILMOT ROAD
DEERFIELD, IL 60015-5105

DRAWINGS/SPECIFICATIONS BY:
☒ WALGREENS'
☐ LANDLORD'S CONSULTANT

ALL CONSTRUCTION WORK, UNLESS NOTED OTHERWISE, BY:
☒ WALGREENS' CONTRACTOR

NO.	DATE	BY	DESCRIPTION

REVISIONS

CERTIFICATION AND SEAL

I HEREBY CERTIFY THAT THIS PLAN AND SPECIFICATION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT OR ENGINEER UNDER THE LAWS OF THE STATE OF NEVADA AS SIGNIFIED BY MY HAND AND SEAL.

STORE NUMBER 04106

PROJECT NAME
WALGREENS STORE
1111 NORTH LAS VEGAS BOULEVARD
LAS VEGAS,NEVADA

DRAWING TITLE
SITE PLAN

CADD PLOT: 04106-A01-BW-16NOV09	SCALE: 1" = 20'-0"	DRAWING NO.
VOID PLOT:	DRAWN BY: K. THALMANN COS	A0.1
	DATE: 11-16-09	
SUPERSEDES PLAN DATED:	REVIEWED BY:	OF DWGS.

FM MAP\04106\11/16/2009 12:29 PM OP ARCHITECTURE\BEER AND WINE\NEVADA BEER AND WINE\04106\04106-A01-BW-16NOV09

SUP-37605
04/22/10 PC

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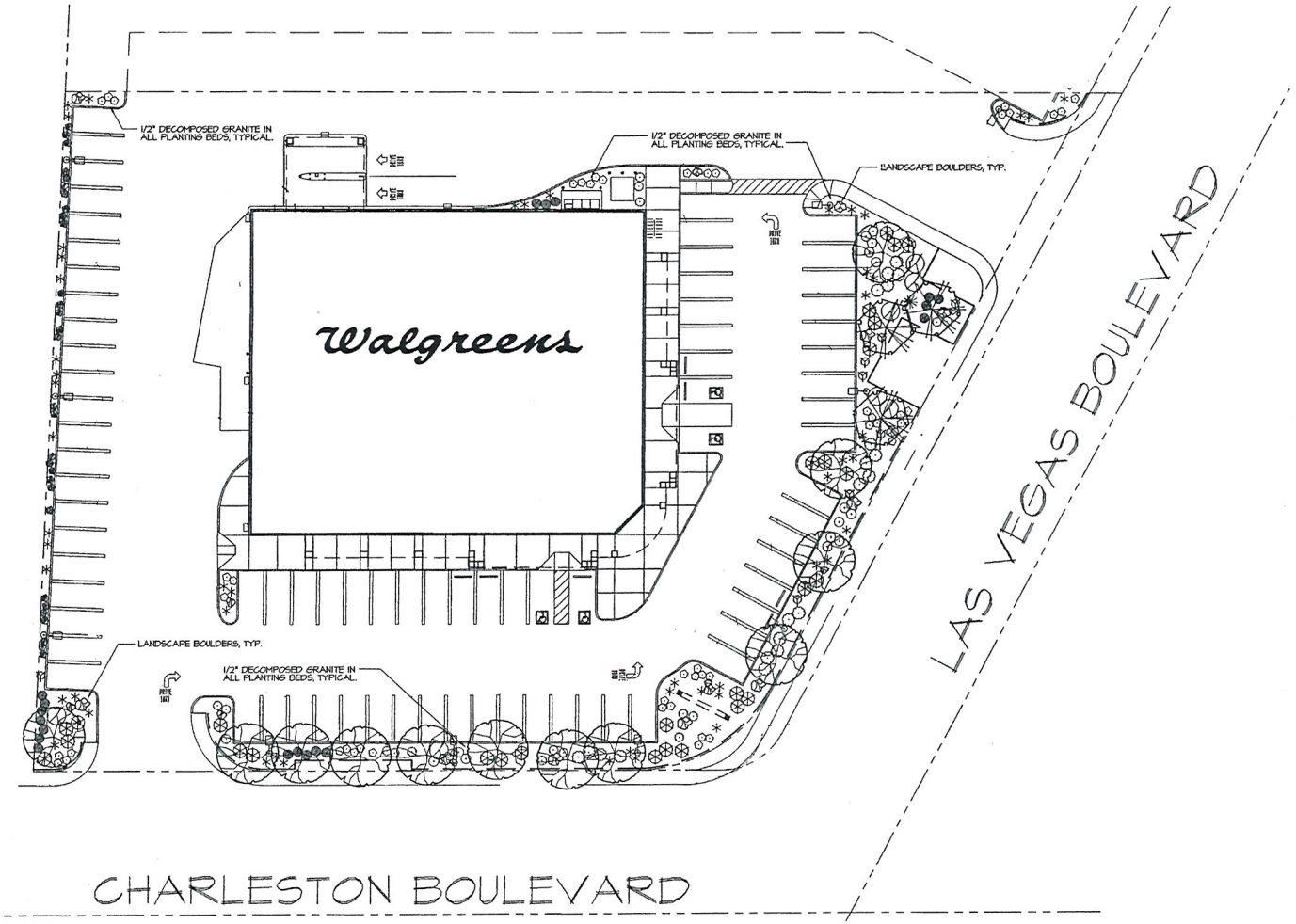

LANDSCAPE PLANTING PLAN

SCALE: 1"=20'-0"

NORTH

Walgreens
FACILITIES PLANNING, DESIGN, & ENGINEERING
106 WILMOT ROAD
DEERFIELD, IL 60015-4616

NO.	DATE	BY	DESCRIPTION	CONST

REVISIONS

CERTIFICATION AND SEAL

I HEREBY CERTIFY THAT THIS PLAN AND SPECIFICATION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT OR ENGINEER UNDER THE LAWS OF THE STATE OF XXXXXXXX AS SIGNIFIED BY MY HAND AND SEAL.

STORE NUMBER 04106

PROJECT NAME
WALGREENS STORE
1111 NORTH LAS VEGAS BOULEVARD
LAS VEGAS,NEVADA

DRAWING TITLE
LANDSCAPE PLAN

CADD PLOT: 04106-L1-BW-18NOV09	SCALE: 1" = 20'-0"	DRAWING NO.
VOID PLOT:	DRAWN BY: K. THALMANN COS	L1
SUPERSEDES PLAN DATED:	DATE: 11-18-09	
	REVIEWED BY:	OF DWGS

SUP-37605
04/22/10 PC

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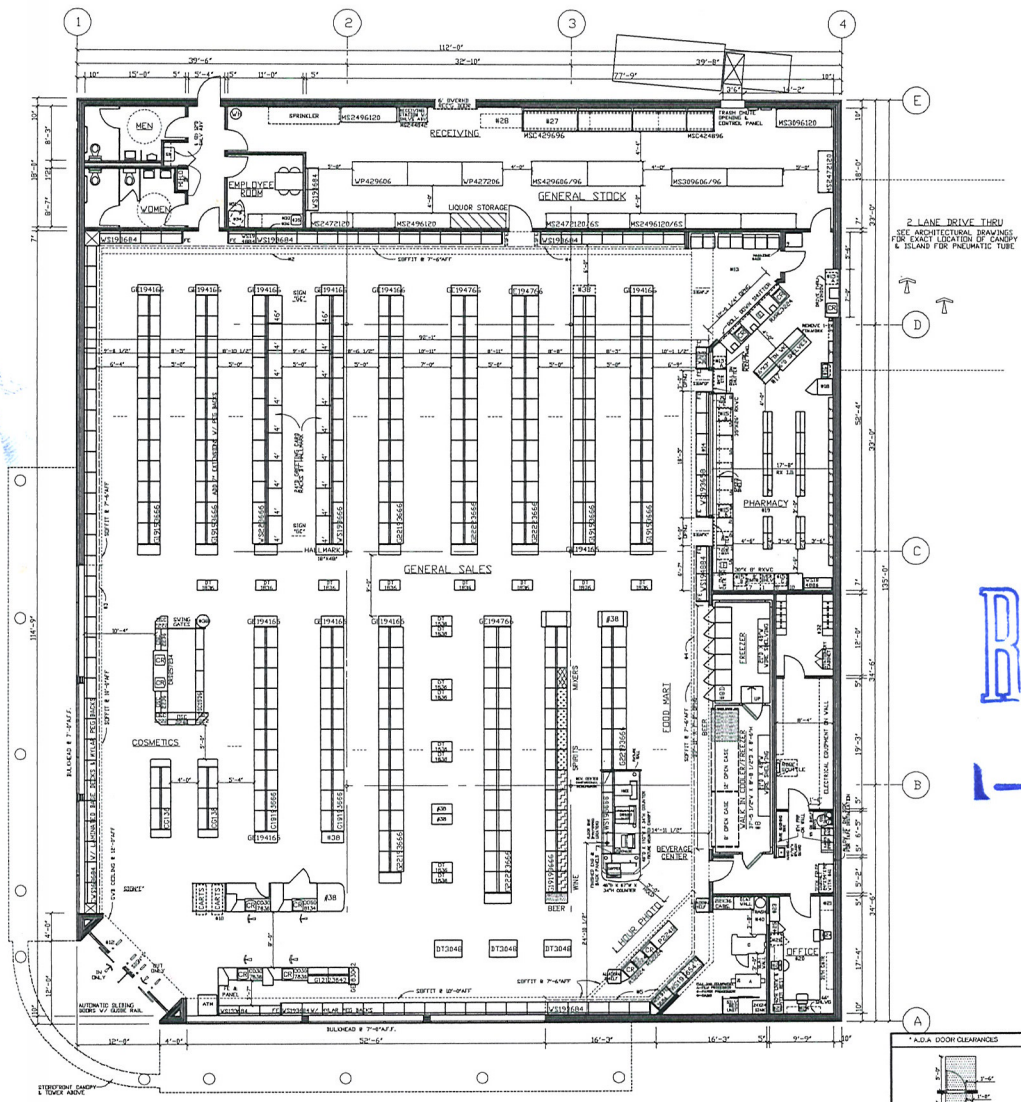
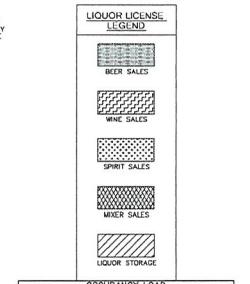
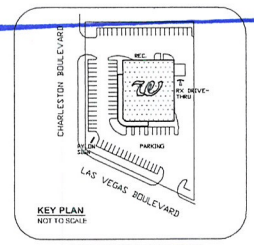
MAR 08 2010





OCCUPANCY LOAD
TOTAL OCCUPANCY: 446

TOTAL LIQUOR SQUARE FEET
TOTAL LIQUOR SALES: 78.7 SQ. FT.
TOTAL SALES: 9690 SQ. FT.
% SALES FLOOR DEVOTED TO LIQUOR = .81%



FOR REFERENCE ONLY; SEE CONTRACT DOCUMENTS FOR DETAILED SITE PLAN

INTERIOR HANGING SIGNS

GENERAL SALES AREA:
ALL SIGNS AND AISLE MARKERS @ 12'-0" TO BOTTOM OF SIGN UNLESS OTHERWISE NOTED.

SIGN "T" STORE HOURS SIGN
SIGN "GC" GREETING CARD SIGN
SIGN "D" DOWNTOWN CHECKOUT LANE 3
SIGN "CA" CALIFORNIA ACCESSIBILITY SIGN (64" TO BOTTOM OF SIGN)

PHARMACY DEPARTMENT:
REFER TO FIXTURE PLAN FOR REQUIRED SIGNS
SIGN "J" PICK UP PRESCRIPTIONS
SIGN "K" DROP OFF PRESCRIPTIONS
SIGN "Q" CONSULTATION WINDOW
SIGN "TR" L.A.S.

ATTACH SIGNS TO UNDERSIDE OF CASED OPENINGS, REFER TO FIXTURE PLAN FOR SIGN LOCATION. PROVIDE (2) HOLLOW WALL ANCHORS PER SIGN, SCHWA THREADED EYEBOLT INTO ANCHOR, HANG SIGNS FROM EYEBOLTS WITH "S" HOOKS.

GENERAL NOTES

GENERAL SALES AREA:
1. SEE PROJECT DATA FOR FIXTURE MANUFACTURER
2. SECURITY MIRROR 24" DIA. SURFACE OR RECESSED
3. ALL SHELVING TO BE 12" DEEP
4. PLASTIC "L" CORNICE SPECIFIED ON THIS DRAWING TO BE SURFACE MOUNTED.
5. PHOTO CORNICE.
6. CANDY SCALE SHELF
7. REFRIGERATION: 3' SPACE BEHIND CASES
A. MASTER RACK (1) DOOR MEDIUM TEMP CASE ENGAGE 64"W X 34.375"D X 78.75"H
B. MASTER RACK (1) DOOR MEDIUM TEMP CASE ENGAGE 64"W X 34.375"D X 78.75"H
C. MASTER RACK (1) DOOR MEDIUM TEMP CASE ENGAGE 50"W X 34.375"D X 78.75"H
D. MASTER RACK (1) DOOR LOW TEMP CASE ENGAGE 50"W X 34.375"D X 78.75"H
E. MASTER RACK (1) DOOR BACK-UP PDN TL5425 50"W X 34.375"D X 78.75"H
F. MASTER RACK (1) DOOR COOLER TL5425 50"W X 34.375"D X 78.75"H
G. MASTER RACK WALK-IN COOLER: PROVIDE #1 DELUXE MASTER DOORS 78 3/4" X 72" EACH AND 6 #101 PREFIT MASTER DOORS 78 3/8" X 72" EACH BY ANTHONY.
A. ___ DOORS FOR EACH DOOR PROVIDE ___ TD REFRIGERATION GRAVITY SHELVES: UPPER (5) WITH SLIDES AND LOWER (2) WITH ROLLERS COMPLETE WITH UPRIGHTS.
B. ___ DOORS FOR EACH DOOR PROVIDE (2) 12"D ANTHONY WIRE SHELVES AND (6) 14" POSTS.
C. ___ DOORS ___" TO ROLLER CONVEYOR AT FLOOR LEVEL
D. 6 DOORS FOR EACH DOOR PROVIDE (8) 12"D ANTHONY SHELVES
E. ___ DOORS FOR EACH DOOR PROVIDE ___ 12"D ANTHONY SUPPORTS AND (4) 30"D MERCHANDISER SHELVES
F. ___ DOORS ___" TO DOUBLE DECK ROLLER CONVEYOR
G. ___ DOORS FOR EACH DOOR PROVIDE (2) "DOUBLE ICE MERCHANDISERS
8. ICE CHEST BY VENDOR APPROX. 59 X 34 X 78
10. RAILINGS TO BE 40"H DOUBLE LINE RAILS W/ DISPLAY PLATFORM ABOVE
11. FREE STANDING CHECKOUTS TO HAVE A GATE AND SUN SIDE SCREEN, PROVIDE A 6"H BLACK VINYL BASE AT ALL CHECKOUTS
15. ELECTRONIC ARTICLE SURVEILLANCE SYSTEM

PHARMACY DEPARTMENT:
13. RX WAITING ROOM
(7) SEATS
(1) TABLE LAMP (WHEN SHOWN)
(1) MAGAZINE RACK LOCATE AT 12" AFF
(2) PIECES OF ARTWORK 20X25 SEE INTERIOR ELEVATION FOR LOCATIONS
14. PASS GLASS PANEL OPENING (SEE ARCH DWGS)
15. RX AREA EQUIPMENT
(1) ELECTRONIC PLAN TERMINAL
(1) INTERCOM TERMINAL
(1) "WARMING TERMINAL
(1) SINK AND CABINET
(1) 24" CABINET
(1) 18" REFRIGERATOR
PROVIDE A CASHFEED FLOOR WITH A RUBBER BASE, RX UNDERCOUNTER INSERTS:
(1) RX 1 DRAWER FILE INSERT
(1) RX 2 DRAWER FILE INSERT
(1) RX OPEN UNIT
(1) RX PRINTER CABINET
(1) RX 5 DRAWER FILE INSERT
(1) RX OPEN UNIT W/ CPU SHELF
(1) RX WALL CALL UNIT
(1) RX COMMUNICATION CABINET
(1) RX 12 DRAWER UNIT
17. PROVIDE TILED FLOOR & VINYL WALL COVERING
18. CASHIER SHELF UNIT
20. COMPUTER PRINTER
23. LATITUDE TERMINAL
24. ADMINISTRATION TERMINAL
25. TILL LOCKER
26. SAFE

STOCKROOM:
27. GRAVITY CONVEYOR
28. NESTA-FLEX CONVEYOR
29. POWER ROLLER CONVEYOR
30. BALER: 5'0"W X 3'4"D X 7'0"H

SALES AREA:
31. VCR LURKSHIELD PROVIDED BY WALGREENS
32. PWB DVD-E DOUBLED: (2) 8"W X 16"D
33. 60"W X 30"D EMPLOYEE COUNTER W/ CABINET
34. EMPLOYEE ROOM REFRIGERATOR
35. EMPLOYEE ROOM SINK (IN COUNTER)
36. 54" MIRROR ON WALL ABOVE COUNTER

MISC:
37. ELECTRICAL OUTLET FOR PHONE UNIT
38. VENDOR RACKS REMOVE BASE DECK & SHORTEN END PANEL TO REMAIN.

39.
40. PROVIDE OPENING FOR ONE WAY GLASS (SEE INTERIOR ELEVATION FOR LOCATIONS
41. ASAHI
42. NEWSPAPER RACK BY VENDOR.

FIXTURE LEGEND

G	18'0	30	60"	
GONDOLA (WA. SIDE)	D.	W.	H.	ALL OTHER FIXTURES ARE TYPICALLY CALLED OUT DEPTH BY WIDTH. EXAMPLE:
GR	18	39	80"	
GONDOLA END	D.	W.	H.	
DT	30	48		

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EXECUTIVE APPROVAL

		DATE
SENIOR VICE PRESIDENT FACILITIES DEVELOPMENT		
SENIOR VICE PRESIDENT STORE OPERATIONS		
VICE PRESIDENT STORE OPERATIONS		
REVIEWED BY:		

* A.D.A. DOOR CLEARANCES

ACCESSIBLE REQUIREMENTS MAY VARY WITH LOCAL JURISDICTIONS

Walgreens
FACILITIES PLANNING, DESIGN, & ENGINEERING
106 WILMOT ROAD
DEERFIELD, IL 60015-5105

PROJECT DATA

TYPE				
	GENERAL SALES	■	FOOD MART	■
NEW LOCATION	☐	PHARMACY	■	SECURITY ☐
NEW LOCATION EXISTG BLDG	☐	1 HOUR PHOTO	■	24 HOUR STORE ■
REMODEL	■	LIQUOR	☐	OTHER ☐

SQUARE FOOT AREA SUMMARY

DEPARTMENT		SALES	STOCK	SERVICE	TOTAL EXISTG	TOTAL NEW
GEN SALES	NEW	9690	1913	1199		12,801
	EXISTG					
FOOD MART	NEW	800				800
	EXISTG					
RX	NEW	994				994
	EXISTG					
RX WAITG	NEW					
	EXISTG					
1 HOUR PHOTO	NEW	435				435
	EXISTG					
LIQUOR	NEW					
	EXISTG					
BSMT	NEW					
	EXISTG					
2ND FLOOR	NEW					
	EXISTG					
TOTAL NEW		12,009	1913	1199		15,120
TOTAL EXISTG						

TOTAL AREA: FIRST FLOOR 15,120 SQ.FT.
TOTAL AREA: OTHER LEVELS SQ.FT.
GROSS AREA INCLUDING ALL DEPARTMENTS & ALL LEVELS: 15,120 SQ.FT.
RX SHELVING LINEAL FEET: 87 LN.FT.

REVISIONS

NO.	DATE	BY	DESCRIPTION	CONST
E	4-07-08	CS	REMOVE SIGN 'L' FROM GENERAL NOTES(D132)	
	8-20-07	CS	REPLACE 100K TO 115C ROOM AND RESET BACKUP SINKS(D111)	
	7-02-07	CS	REVISE BEVERAGE BAR TO 12' LENGTH, ADD 2ND COFFEE MACHINE, ADD WATER HEATER ON SHELF ABOVE(D110)	
D	5-16-05	DMA	(704106D109) REVISE FRONT GONDOLA PER MARIA CHRISOS PER AS BUILT WO1	
C	4-22-05	DMA	(704106D108) ADD 360 COSMETICS, ADD NEW VENDOR POP RACKS SHIFT GONDOLA TO ACCOMODATE, REVISE 1 HOUR PHOTO TO INCLUDE LOW WALL REWORK SOFFIT AS NEEDED NEW AND RESET FIXTURES, RESET ALADDINS.	
B	3-21-05	DMA	(704106D107) ADD BEVERAGE BAR, RESET GONDOLAS AS NEEDED, ADD 3 BOWL SINK, HAND SINK, CO2 TANKS, AND SYRUP RACKS, RELOCATE LOCKERS, REWORK BACK AREA TO ACCOMODATE, REWORK CHECKOUTS, NEW AND RESET FIXTURES AS NEEDED.	
A	6-25-97	CS	REMOVE GONDOLA FOR POWER AISLE, ADD 5 TABLES PER MERCH.	

CERTIFICATION AND SEAL

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STORE NUMBER 04106

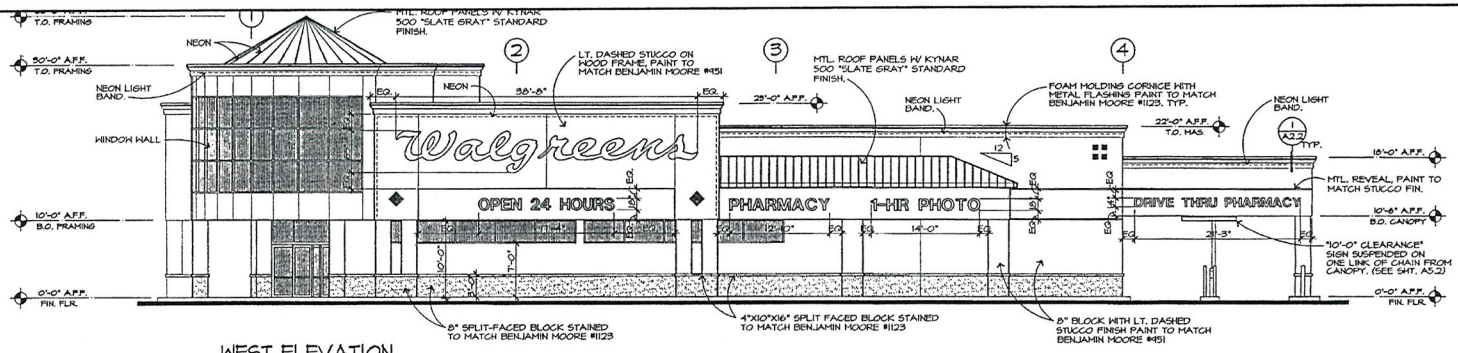
PROJECT NAME
WALGREENS STORE
1111 N. LAS VEGAS BLVD.
LAS VEGAS, NV

DRAWING TITLE
FIXTURE FLOOR PLAN

CADD PLOT: 04106d131-12-07APR05
VOID PLOT: 04106d131-11-29MAY07
SCALE: 1/8"=1'-0"
DRAWN BY: CS
DATE: 5/5/96
REVIEWED BY:
DRAWING NO. D1
OF DWGS.

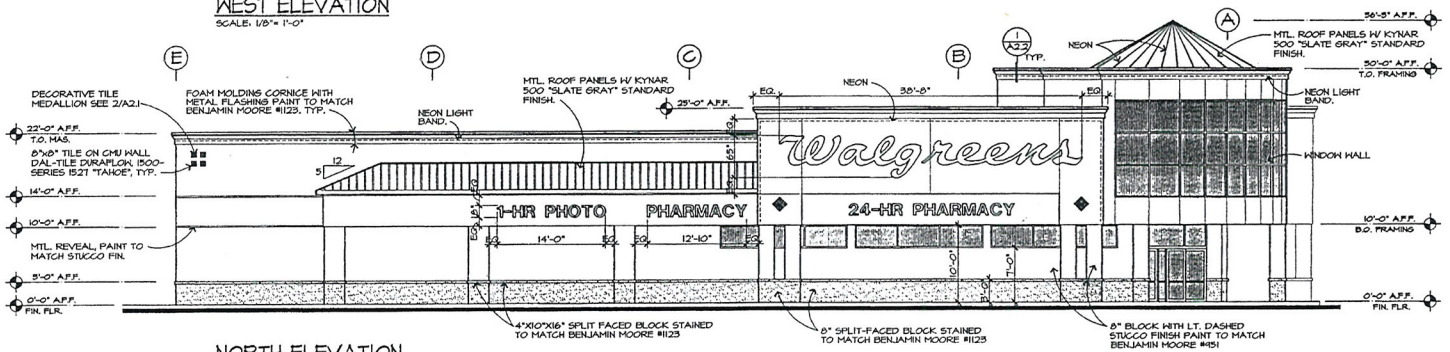
SUP-37605
REVISED
04/22/10 PC

CVD1BASESHEET (07-20-2004)



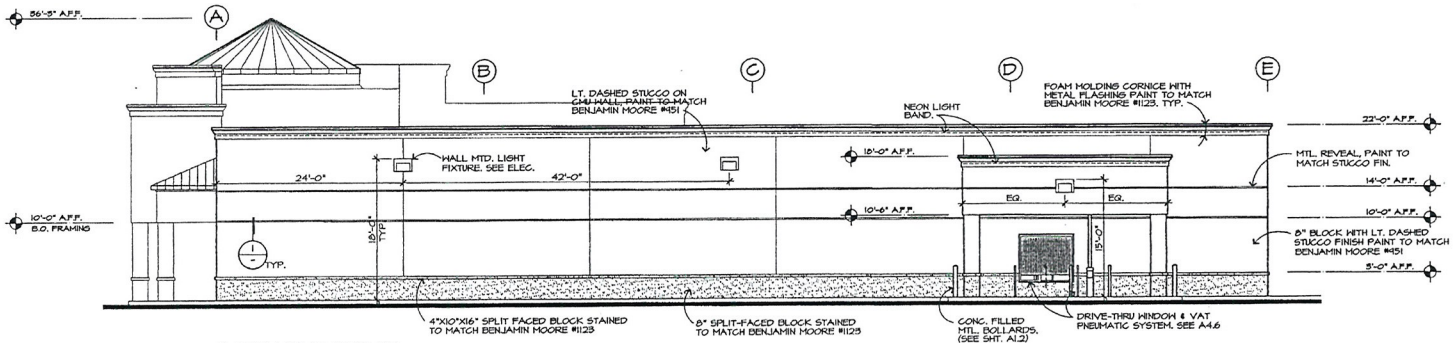
WEST ELEVATION

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



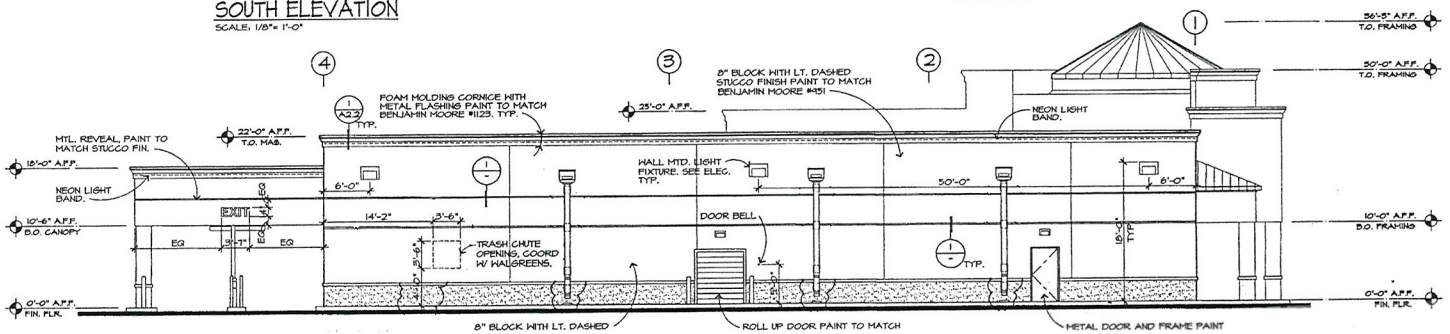
NORTH ELEVATION

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



SOUTH ELEVATION

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



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04/22/10 PC

Walgreens
FACILITIES PLANNING, DESIGN, & ENGINEERING
106 WILMOT ROAD
DEERFIELD, IL 60015-4616

NO.	DATE	BY	DESCRIPTION	CONST

REVISIONS

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STORE NUMBER 04106

PROJECT NAME
WALGREENS STORE
1111 NORTH LAS VEGAS BOULEVARD
LAS VEGAS,NEVADA

DRAWING TITLE
EXTERIOR ELEVATIONS

CADD PLOT: K:\DGN\A1-SW-16NOV09.dgn
VOID PLOT:
SUPERSEDES PLAN DATED:
SCALE: AS SHOWN
DRAWN BY: K. TRAUMANN COS
DATE: 11-16-09
REVIEWED BY:
DRAWING NO. A2.1

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SUP-37605 - APPLICANT: WALGREEN CO. - OWNER: LAKEWEST LAS VEGAS PROPERTIES, LLC
1101 SOUTH LAS VEGAS BOULEVARD

03/18/10



SUP-37605 - APPLICANT: WALGREEN CO. - OWNER: LAKEWEST LAS VEGAS PROPERTIES, LLC
1101 SOUTH LAS VEGAS BOULEVARD

03/18/10

LIONEL SAWYER & COLLINS

ATTORNEYS AT LAW
1700 BANK OF AMERICA PLAZA
300 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101

(702) 383-8888
FAX (702) 383-8845

lsc@lionelsawyer.com

www.lionelsawyer.com

SAMUEL S. LIONEL
GRANT SAWYER
(1918-1996)

JON R. COLLINS
(1923-1987)

RICHARD H. BRYAN
JEFFREY P. ZUCKER
PAUL R. HEJMANOWSKI
ROBERT D. FAISS
DAVID N. FREDERICK
RODNEY M. JEAN
HARVEY WHITTEMORE
TODD TOUTON
CAM FERENBACH
LYNDA S. MABRY
MARK H. GOLDSTEIN
KIRBY J. SMITH
COLLEEN A. DOLAN
JENNIFER A. SMITH
DAN R. REASER
PAUL E. LARSEN
ALLEN J. WILT

LYNN S. FULSTONE
RORY J. REID
DAN C. McGUIRE
JOHN E. DAWSON
FRED D. "PETE" GIBSON, III
CHARLES H. McCREA JR.
GREGORY E. SMITH
MALANI L. KOTCHKA
LESLIE BRYAN HART
CRAIG E. ETEM
TODD E. KENNEDY
MATTHEW E. WATSON
SHAWN M. ELICEGUI
JOHN M. NAYLOR
WILLIAM J. McKEAN
ELIZABETH BRICKFIELD
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LINDA M. BULLEN
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DOREEN SPEARS HARTWELL
LAURA K. GRANIER
MAXIMILIANO D. COUVILLIER III

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JENNIFER L. BRASTER
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CHRISTIAN HALE
TIMOTHY R. MULLINER
COURTNEY MILLER O'MARA
BRIAN H. SCHUSTERMAN
MOHAMED A. IQBAL, JR.
KELLY R. KICHLINE
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ELIZABETH A. HIGH
JAMES B. GIBSON
GREG J. CARLSON
ABIGAYLE F. DANG

OF COUNSEL
RICHARD J. MORGAN*
ELLEN WHITTEMORE
CHRISTOPHER MATHEWS
MARK A. CLAYTON

*ADMITTED IN CA ONLY

WRITER'S DIRECT DIAL NUMBER:
(702)-383-8946
jroberts@lionelsawyer.com

January 19, 2010

VIA FACSIMILE & HAND DELIVERY

Planning and Development Department
City of Las Vegas
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

RE: ***Application for Special Use Permit***

To Whom It May Concern:

I am writing on behalf of Walgreen Co. in support of the application for a special use permit for the addition of accessory "off-sale" packaged beer, wine, and liquor at the premises of Walgreens at 1101 South Las Vegas Boulevard. The location is currently operating and licensed as a drug store.

This location is zoned C-2, General Commercial. The proposed sale of packaged liquor will not adversely affect nearby properties, as this store is intersected by two major thoroughfares – Las Vegas Boulevard and Charleston Boulevard – and is surrounded by commercial uses. There are other businesses in the general area that sale alcohol, including a convenience store on the other side of Las Vegas Boulevard, so the proposed use would not be unique to the area. The site also currently complies with all other requirements pursuant to the City of Las Vegas Municipal Code.

With this special use permit, Walgreens will remain competitive with similar businesses by offering patrons the option to purchase packaged beer, wine, or liquor for consumption off-premises. Since this use is commonly found at similar drug and retail grocery stores in Las Vegas, there would be no variable impact on other businesses by allowing Walgreens to sell alcohol for the convenience of its customers at this location.

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Walgreens will continue to maintain its high-level standard of operations, and the design, hours of operation, traffic generation, lighting, and noise at this location will remain unchanged with the issuance of a special use permit to allow for accessory packaged beer, wine, and liquor sales. Also, the location will not devote more than 10% of the retail floor space to the display or merchandising of alcoholic beverages.

Furthermore, Walgreen Co. is a well-established national company with shares traded on the New York Stock Exchange. The company has over 60 stores in southern Nevada that maintain a low impact on neighboring properties.

As Walgreens is currently operating and the addition of packaged beer, wine, and liquor for sale is compatible with the surrounding area, we respectfully request a special use permit for the addition of accessory "off-sale" packaged beer, wine, and liquor sales.

Please call me if you have any questions or need additional information.

Sincerely,

Jennifer Roberts

cc: Ms. Rebecca Lidskin

SUP-37605
04/22/10 PC

RENO OFFICE: 1100 BANK OF AMERICA PLAZA, 50 WEST LIBERTY STREET • RENO, NEVADA 89501 • (775) 788-8666 • FAX (775) 788-8682
CARSON CITY OFFICE: 410 SOUTH CARSON STREET • CARSON CITY, NEVADA 89701 • (775) 841-2115 • FAX (775) 841-2119
WASHINGTON, DC OFFICE: 101 CONSTITUTION AVENUE NW, SUITE 800 • WASHINGTON, DC 20001 • (202) 742-4264 • FAX (202) 742-4265

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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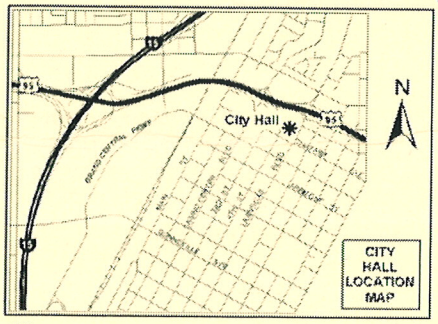
CITY CLERK

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279218
$ 00.41⁴
MAY 07 2010
MAILED FROM ZIP CODE 89101

2010 MAY 11 A 11:05



If you wish to 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-37605

City Council Meeting of 5/19/2010

SPLATT INVESTMENTS L L C
%R SPRATT
%C SPILLAR JR
2098 ANGEL FALLS
HENDERSON NV 89074-4245

APN#16203515067

CAVOS11 89074

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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CITY CLERK
2010 MAY 11 A 11:05

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PITNEY BOWES
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0004279218
$ 00.41⁴
MAY 07 2010
MAILED FROM ZIP CODE 89101

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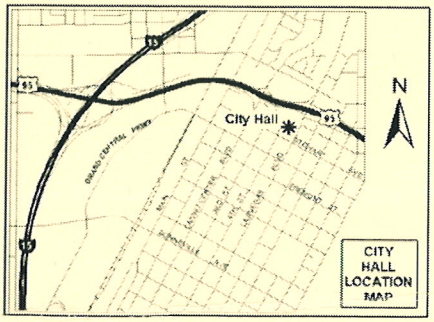
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37605
City Council Meeting of 5/19/2010

Too many Homeless Drinkers in this area already. Plus many Burglaries

SCHWARTZ 1980 TRUST
SCHWARTZ JUNE G TRS
1013 S 6TH ST
LAS VEGAS NV 89104-1537

APN#16203501005

CAVDS11 89104

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 MAY 07 2010
MAILED FROM ZIP CODE 89101

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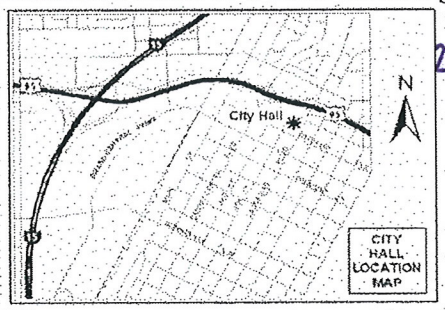
CITY CLERK

2010 MAY 10 A 9:42

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-37605
City Council Meeting of 5/19/2010

HALABY DAVID W
1110 5TH PL
LAS VEGAS NV 89104-1414

APN#16203113003

CA 89104

Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 MAY 07 2010
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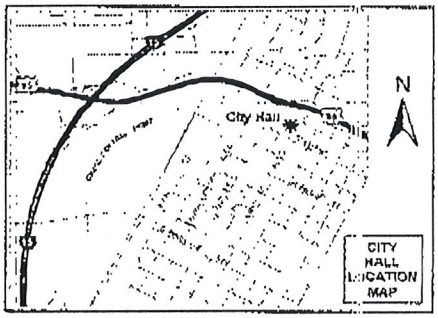
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-37605
City Council Meeting of 5/19/2010

RECEIVED
CITY CLERK
2010 MAY 10 A 8:05

VIVAS MARIA
1404 HOUSSELS AVE
LAS VEGAS NV 89104-1444

APN#16203212005

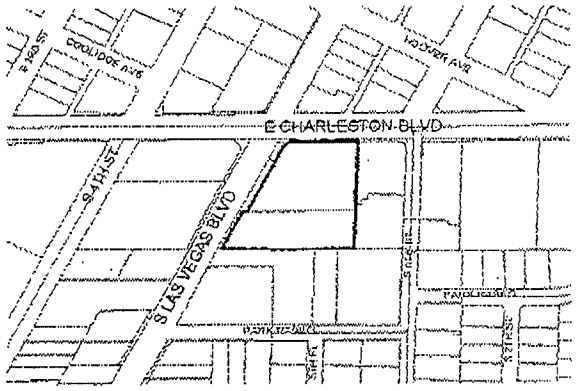
CA 89104

Application Information

SUP-37605 - APPLICANT: WALGREEN CO. - OWNER: LAKEWEST LAS VEGAS PROPERTIES, LLC - Request for a Special Use Permit FOR A 79 SQUARE-FOOT ACCESSORY PACKAGE LIQUOR OFF-SALE WITHIN AN EXISTING 15,048 SQUARE-FOOT RETAIL ESTABLISHMENT at 1101 South Las Vegas Boulevard (APN 162-03-114-002), C-2 (General Commercial) Zone, Ward 3 (Reese)

this is a pretty rough corner. lot of transients – people begging money. package liquor is too much for this area.

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	*May 19, 2010*
Time:	1:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

Any and all interested persons may appear and be heard at said meeting, or may, prior thereto, file written objections thereto or approvals thereof with the City Clerk, 1st Floor, City Hall, 400 Stewart

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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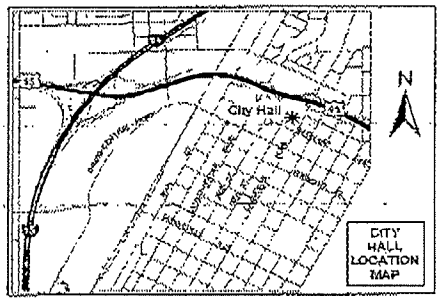

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-37605
City Council Meeting of 5/19/2010

CROSBY DAVID & MARY FAMILY L P
DAVIES DONALD & SHIRLEY
711 S 8TH ST.
LAS VEGAS NV 89101-7006

APN#13934810041

CA0851 89101

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City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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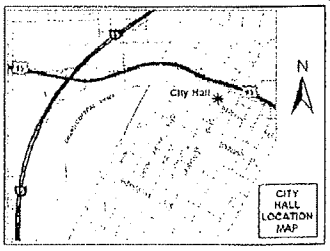

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SUP-37605

City Council Meeting of 5/19/2010

CORESTONE L L C
107 E CHARLESTON BLVD
LAS VEGAS NV 89104-1060

APN#13934410046

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NO. 8280 P. 1

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400 Stewart Avenue
Las Vegas, Nevada 89101

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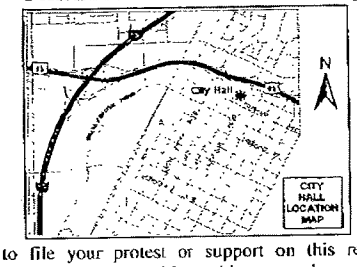

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-37605
City Council Meeting of 5/19/2010

MARTINEZ ANGEL
92 LAIGHT ST #10D
NEW YORK NY 10013-2025

APN#13934412094

COOPER, GAY, STEELE

MAY. 11. 2010 7:05AM

CAVOP11 10013

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2010 MAY 11 A 8:42

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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0004279218 MAY 07 2010
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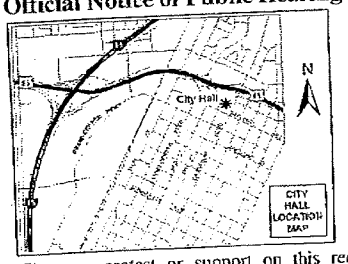

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-37605
City Council Meeting of 5/19/2010

IDEAL STAPLE CO
1212 S 3RD ST
LAS VEGAS NV 89104-1007

APN#16203110029

8910431007 C082

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2010 MAY 11 A 8:44

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Las Vegas, Nevada 89101

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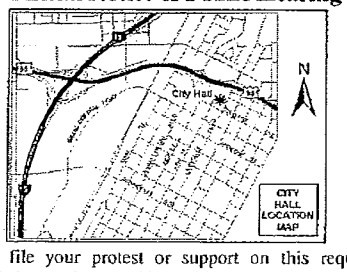

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SUP-37605
City Council Meeting of 5/19/2010

IDEAL STAPLE CO INC
1200 S 3RD ST
LAS VEGAS NV 89104-1007

APN#16203110030

CAVDS11 89104

05/11/2010 08:34 7023848347 IDEALOFFICE PAGE 01/01

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2010 MAY 11 A 8:00

MAY. 11. 2010 7:05AM NO. 8280 P. 1

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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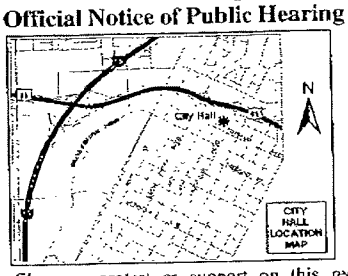

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SUP-37605
City Council Meeting of 5/19/2010

MARTINEZ ANGEL
92 LAIGHT ST #10D
NEW YORK NY 10013-2025

APN#13934412094

COOPER, GAY, STEELE

CA10P11 10013

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400 Stewart Avenue
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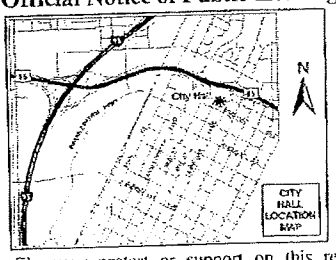

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SUP-37605
City Council Meeting of 5/19/2010

EISENBERG IVAN & BERNICE FAM TR
1200 S 3RD ST
LAS VEGAS NV 89104-1007

APN#16203110033

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2010 MAY 11 A 8:00

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City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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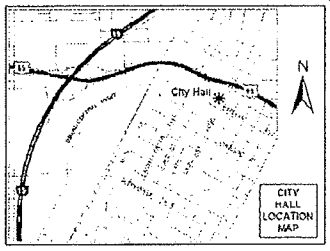

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SUP-37605

City Council Meeting of 5/19/2010

ARTS FACTORY L L C
101 E CHARLESTON BLVD
LAS VEGAS NV 89104-1018

APN#13933811017

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Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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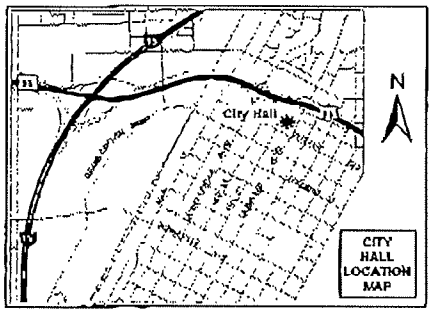

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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SUP-37605
City Council Meeting of 5/19/2010

CAVIGLIA DENNIS G & C M MARTL TR
HECKETHORN LIVING TRUST
%D HECKETHORN
4161 SQUAW CREEK CT
LAS VEGAS NV 89120-3872
APN#13934410099

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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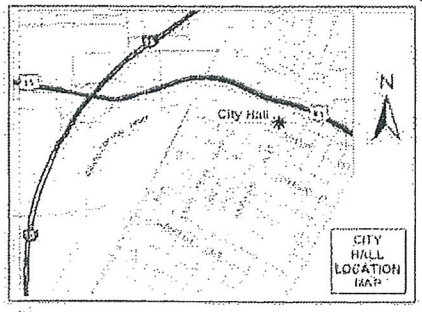

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

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SUP-37605
City Council Meeting of 5/19/2010

S & F GENESEE L L C ETAL
1182 E CARSON AVE
LAS VEGAS NV 89101-5360

APN#13934410010

CAUCS11 89101

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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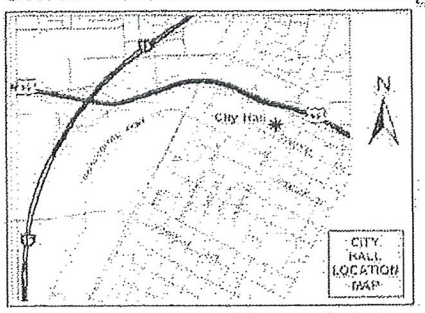

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

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SUP-37605
City Council Meeting of 5/19/2010

C M S MISSION ARTS L L C ETAL
1182 E CARSON AVE
LAS VEGAS NV 89101-5360

APN#13934410043

CAUCS11 89101

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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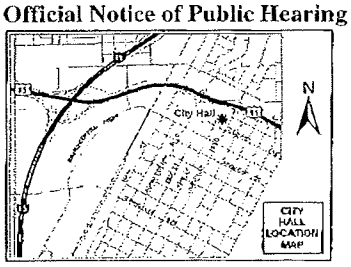
2010 MAY 11 P 2:34



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SUP-37605
City Council Meeting of 5/19/2010

305 LAS VEGAS L L C
421 HUDSON ST
NEW YORK NY 10014-3646

APN#16203115001

CAVOP11 10014

No. 2597 P. 1

May. 11. 2010 5:44PM

PAGE 02/02
IDEALOFFICE
7023848347
04/12/2010 14:23

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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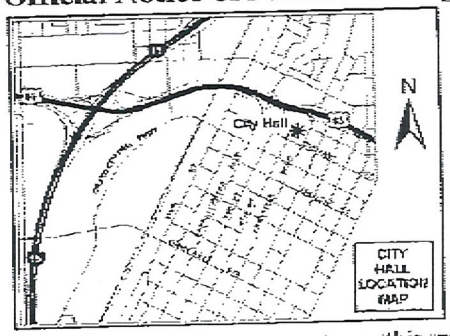

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council 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-37605

Planning Commission Meeting of 4/22/2010

Case: SUP-37605
16203110029
IDEAL STAPLE CO
1212 S 3RD ST
LAS VEGAS NV 89104-1007

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APR 12 2010

10p

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

As a neighbor - I dread the thought of Walgreens having any kind of liquor license. On any day, there are 3 Ambulances in the parking lot - By night - usually 5. Paddlers from Car Tanks as well. Walgreens ignores all requests to deter this sort of liquor sale venue is out of the question. Our negative impacts on the area would occur and be exacerbated

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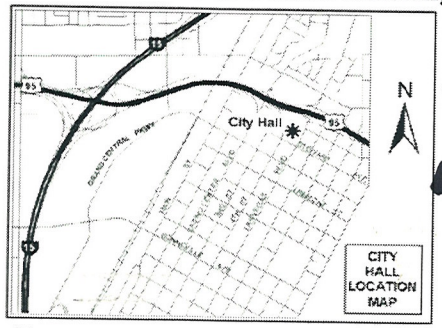
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-37605

Planning Commission Meeting of 4/22/2010

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Case: SUP-37605
16203515037
ASMUSSEN JEANNE
718 PARK PASEO ST
LAS VEGAS NV 89104-1532

10P

PAGE 01/02
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04/12/2010 14:23

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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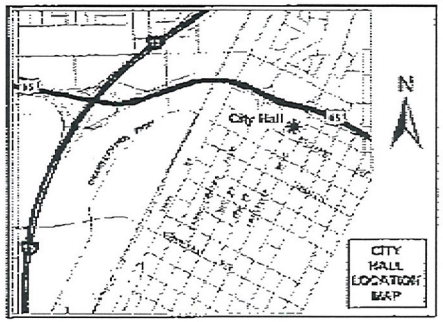

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Please use available blank space on card for your comments.

SUP-37605

Planning Commission Meeting of 4/22/2010

Case: SUP-37605
16203110030
IDEAL STAPLE CO INC
1200 S 3RD ST
LAS VEGAS NV 89104-1007

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APR 12 2010

10P

PAGE 01/01
IDEALOFFICE
04/12/2010 14:22 7023848347

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
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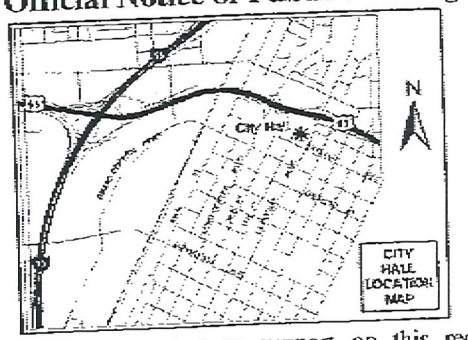

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-37605

Planning Commission Meeting of 4/22/2010

Case: SUP-37605
16203110044
EISENBERG IVAN & BERNICE FAM TR
1200 S 3RD ST
LAS VEGAS NV 89104-1007

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APR 12 2010

10P

Apr 11 2010 13:43 GT HOLDINGS GROUP, INC 702-645-8945 p.1

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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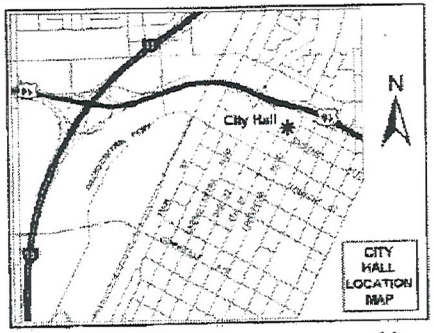
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37605

Planning Commission Meeting of 4/22/2010

Case: SUP-37605

13934411030
SOHO 814 TRUST
%RS SOLUTIONS INC
435 MANDERLEY CT
LAS VEGAS NV 89123-3705

RECEIVED
APR 11 2010

10P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES

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MAILED FROM ZIP CODE 89101

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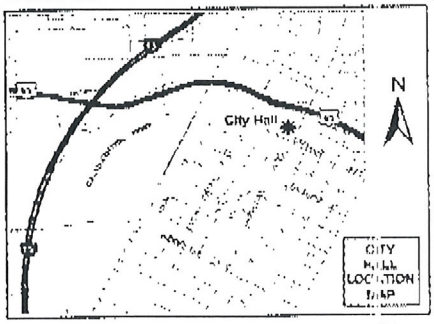

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SUP-37605

Planning Commission Meeting of 4/22/2010

Case: SUP-37605

16203212005
VIVAS MARIA
1404 HOUSSELS AVE
LAS VEGAS NV 89104-1444

RECEIVED
APR 11 2010

1 of

Apr. 14. 2010 6:43AM Southern Nevada Paving No. 6323 P. 1

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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APR 09 2010
MAILED FROM ZIPCODE 89101

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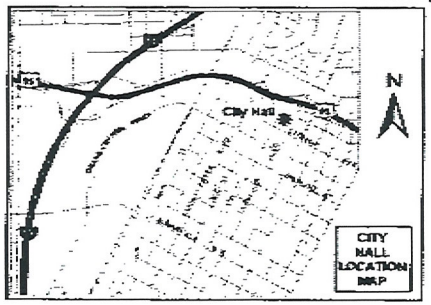
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37605

Planning Commission Meeting of 4/22/2010

Case: SUP-37605
16203515026
ENGLEHART JERRY & CYNTHIA
P O BOX 400023
LAS VEGAS NV 89140-0023

RECEIVED
APR 13 2010

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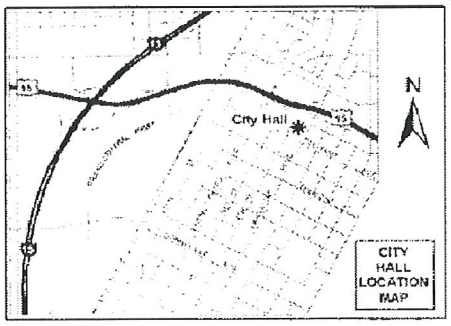
10P

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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Please use available blank space on card for your comments.

SUP-37605
Planning Commission Meeting of 4/22/2010

LV LAS VEGAS NV 890 04-10-10

Case: SUP-37605
13934411024
DAVIES THOMAS E & GLENNA S
1232 WHEATHERFIELD DR
MORTON IL 61550-0000

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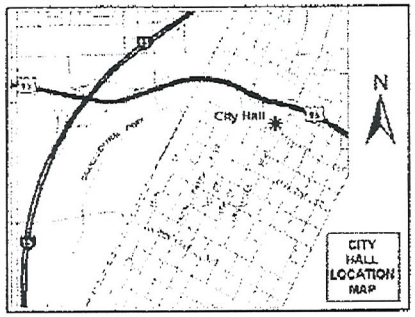
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested

Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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SUP-37605

Planning Commission Meeting of 4/22/2010

Case: SUP-37605

13934412084
SHEN JOHN CHEN & ANITA M
1214 BLUE HERON CIR
ANTIOCH IL 60002-6402

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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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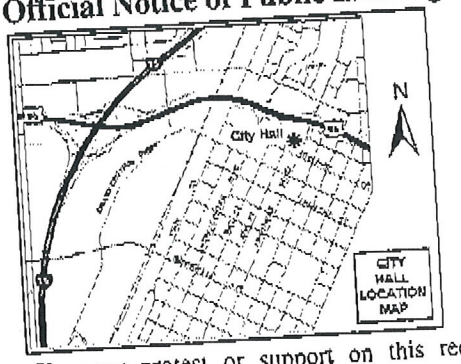
Official Notice of Public Hearing



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SUP-37605

Planning Commission Meeting of 4/22/2010

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APR 13 2010

Case: SUP-37605

16203115001
305 LAS VEGAS L L C
421 HUDSON ST
NEW YORK NY 10014-3646

Apr. 13. 2010 5:24PM No. 2206 P. 1

10A

City of Las Vegas Agenda Item No.: **87.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: MAY 19, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
DIR-37526 - DIRECTOR'S BUSINESS - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request to designate the Westside School as an Historic Landmark on the city of Las Vegas Historic Property Register, as approved by Historic Preservation Commission (HPC-37298) on 2.27 acres at 330 West Washington Avenue (APNs 139-27-211-053 and 058), C-V (Civic) Zone, Ward 5 (Barlow). The Planning Commission (5-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (5-0 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Staff Report

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 19, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: CITY OF LAS VEGAS

** STAFF RECOMMENDATION(S) **

The Planning Commission (5-0 vote) and Staff recommend APPROVAL.

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
DIR-37526	Staff recommends APPROVAL.	

CM

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request to designate the Westside School as an Historic Landmark on the city of Las Vegas Historic Property Register, as approved by Historic Preservation Commission (HPC-37298), on 2.27 acres at 330 W. Washington Avenue (APNs 139-27-211-053 & 139-27-211-058), C-V (Civic) Zone, on the city of Las Vegas Historic Property Register as an Historic Landmark, Ward 5 (Barlow).

The Historic Preservation Commission voted to approve the nomination for designation as an Historic Landmark on February 24, 2010 based on the property's ability to meet the requirements for historic designation as listed in Title 19.06.090 I. Designation of Landmarks, Historic Properties and Historic Districts.

ISSUES

The designation of a Landmark, Historic Property or Historic District shall be indicated by the "H" symbol on the zoning maps of the City. The use and development of property affected by a designation shall be governed by [19.06.090 H HISTORIC DESIGNATION] and applicable Design Guidelines adopted thereunder, as well as by the regulations pertaining to the underlying zoning classification(s) for the property, other provisions of the Zoning Code, the City's subdivision regulations and the General Plan. Therefore, whenever it is proposed to alter, remodel, build, or otherwise develop or landscape property that is designated as a Landmark or Historic Property, or that is located within a designated Historic District, and a building permit or other development or zoning permit is required for such work, the applicant must first obtain the approval of the HPC.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
04/01/92	City Council adopted the General Plan with Historic Preservation Plan component.
02/22/92	City Council adopted an amendment to the Municipal Code of the City of Las Vegas which added an historic preservation ordinance, and established the Historic Preservation Commission. Today, the City of Las Vegas Historic Preservation Ordinance is found in the Zoning Code, Title 19.06.090H HISTORIC DESIGNATION.

02/27/08	Historic Preservation Commission accepted the nomination report for the Westside School and approved scheduling a public hearing for historic designation on the city of Las Vegas Historic Property Register as an Historic Landmark.
05/28/09	Planning Commission recommended approval of a petition to vacate a 20-foot wide by 300-foot long public right-of-way (alley) generally located 139 feet northeast from the northeast corner of Washington Avenue and "D" Street.
07/01/09	City Council approved petition to vacate a 20-foot wide by 300-foot long public right-of-way (alley) generally located 139 feet northeast from the northeast corner of Washington Avenue and "D" Street.
02/24/10	HPC recommended approval of historic designation of the Westside School, located at 330 W. Washington Avenue (APNs 139-27-211-053 & 139-27-211-058), C-V (Civic) Zone, on the city of Las Vegas Historic Property Register as an Historic Landmark.
04/22/10	The Planning Commission (5-0 vote) and Staff recommends APPROVAL (PC Agenda Item #45/cm).

ANALYSIS

The Westside School, located at 330 West Washington Avenue, has been determined eligible for listing on the City of Las Vegas Historic Property Register as an Historic Landmark by the Historic Preservation Commission.

The property meets the following requirements for Historic Landmark designation, as stated in the City of Las Vegas Title 19.06.090, Designation of Landmarks, Historic Properties and Historic Districts, section I: Subsections 1.a., and 1b.(i-iii)A-B.

I. Designation of Landmarks, Historic Properties and Historic Districts:

1. An individual property, building, structure or archeological site may be designated as a Landmark if it demonstrates exceptional importance by qualifying under Subparagraphs (a) or (b) below:

a. It meets the criteria for listing on the State or National Register of Historic Places.
b. It is determined to be of exceptional significance and expresses a distinctive character because:
(i) A significant portion of it is at least fifty (50) years old;
(ii) It is reflective of the City's cultural, social, political or economic past; and
(iii) Either:
A. It is associated with a person or event significant in local, state or national history; or
B. It represents an established and familiar visual feature of an area of the City because of its location or singular physical appearance.

The City of Las Vegas supports the preservation of historic resources with the following documents:

1) **The City of Las Vegas *Priorities*:**
   - Revitalize and invigorate our mature areas and the urban core
   - Support and encourage sustainability, livability, and pride in our neighborhoods

2) **The *City of Las Vegas Master Plan 2020*:**

   Reurbanization
   OBJECTIVE 1.4: To retain, where viable, historical structures which represent the architectural, cultural and social legacy of the City of Las Vegas.

   Neighborhood Revitalization Area
   GOAL 2: Mature neighborhoods will be sustained and improved through appropriate and selective high quality redevelopment and preservation.

3) **The City of Las Vegas *Historic Properties Preservation Plan Element*:**

   Goal: Promote the educational, cultural, economic, and general welfare of the public through the preservation, maintenance and protection of structures, sites and districts of significant historic, architectural, and archaeological interest within Las Vegas.

   Objective 1: Promote the preservation, maintenance and protection of structures, sites and districts of historic interest within Las Vegas.

   Objective 3: Promote and encourage the rehabilitation and reuse of historic resources.

   Objective 4: Promote and encourage the stability of designated historic neighborhoods, sites and landmarks by preserving their historical and architectural integrity.

Historic Significance

Westside School Historic Significance[1]

The first building on the Westside School campus was opened no later than 1923 as the first grammar school in West Las Vegas. It was the first public school attended by Native American students from the Paiute Indian Colony, located approximately one mile from the school. The school was also the first school for two major waves of migrants to the Las Vegas area during the early 1930s and again in the early 1940s, as families arrived to find work. Many of the migrants were African-Americans from the rural south. The second building on the campus was constructed in 1948 to accommodate the increased population that had moved to the area during WWII.

[1] Summarized from "*Branch No. 1, Las Vegas Grammar School,"* nomination report to the National Register of Historic Places, July 1978.

The 1923 building is an excellent example of the Mission Revival style, featuring a centrally placed curvilinear parapet wall and central entrance. The 1948 building was constructed in the Ranch style, similar in style and plan to other school buildings constructed in Las Vegas in the 1940s.

The Westside School was listed on the National Register of Historic Places on April 2, 1979, and on the Nevada State Register of Historic Places on March 4, 1981.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 14

NOTICES MAILED NEWSPAPER ONLY

APPROVALS 0

PROTESTS 0

City of Las Vegas Agenda Item No.: **88.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 19, 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: MAY 19, 2010

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

City of Las Vegas Agenda Item No.: **90.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 19, 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