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.

June 2, 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 –
4. PLEDGE OF ALLEGIANCE
5. RECOGNITION OF THE CITIZEN OF THE MONTH
6. RECOGNITION OF THE TEAM OF THE QUARTER
7. RECOGNITION OF THE GREAT AMERICAN PRIDE AWARD RECIPIENTS
8. CELEBRATION OF THE 100th ANNIVERSARY OF THE BOY SCOUTS OF AMERICA

DRAFT

BUSINESS ITEMS - MORNING

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

10. Approval of the Final Minutes by reference of the City Council meeting of May 5, 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.

FINANCE & BUSINESS SERVICES - ADMINISTRATION CONSENT

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

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES CONSENT

12. Approval of a Special Event Alcoholic Beverage License for Springs Preserve, Location: 333 South Valley View Boulevard, Date: June 5, 2010, Type: Special Event Beer/Wine, Event: Beer and Music Festival, Responsible Person in Charge: Michael Pfohl - Ward 1 (Tarkanian)

13. Approval of a Special Event Alcoholic Beverage License for Decatur Liquor, Location: 546 South Decatur Boulevard, Date: June 5, 2010, Type: Special Event General, Event: World Bon Bike Event, Responsible Person in Charge: Paul Halverson - Ward 1 (Tarkanian)

14. Approval of a Change of Business Name and Change of Ownership for a Package Liquor License subject to Health Dept. regulations, From: Peanut World Company, dba Pioneer Gifts & Souvenirs, To: G & G Fremont, LLC, dba Famous Pioneer, 25 Fremont Street, Haim Gabay, Owner, 100% - Ward 3 (Reese)

15. Approval of an extension of a Temporary Beer/Wine/Cooler On-sale License, East Coast Pizza, Inc., dba North End Pizza, 6440 North Durango Drive, Suite 105, Claudia Vaccari, Pres, Secy, Treas, 50% and Dina Buceta, Dir, 50% - Ward 6 (Ross)

16. Approval of a Change of Business Name and Change of Ownership for a Package Liquor License subject to Health Dept. regulations, From: Schiff Enterprises, dba Tiffany's Souvenirs & Gifts, To: ARELNI, LLC, dba Viva Vegas Fremont II, 317, 319 Fremont Street, Guido H. Akerman, Managing Mmbr, 90% and Ariel A. Akerman, Managing Mmbr, 10% - Ward 3 (Reese)

17. Approval of a Change of Location for a Slot Operator License, Cantor G&W (Nevada), L.P., dba Cantor Gaming, From: 6280 South Valley Boulevard, Suite 318, To: 2575 Highland Drive, Cantor G&W (Nevada) Holdings, L.P., Limited Ptnr, 99.75%, Howard W. Lutnick, Chairman, CEO, Lee M. Amaitis, Pres, Douglas R. Barnard, CFO, and Stephen M. Merkel, Exec Managing Dir, General Counsel, Secy and Cantor G&W (Nevada), LLC, General Ptnr, .25% - Ward 1 (Tarkanian)

18. Approval of a Non-restricted Gaming License subject to the provisions of the planning and fire codes and confirmation of approval by the Nevada Gaming Commission, United Coin Machine Company, db at Skinny Dugan's, 4127 West Charleston Boulevard - Ward 1 (Tarkanian)

19. Approval of a Change of Business Name, Change of Location, and Change of Ownership for a Martial Arts Instruction License subject to the provisions of the planning and fire codes, From: Desert Wind Martial Arts, dba Desert Wind Martial Arts, 4343 North Rancho Drive, To: James Sterling, dba Shidokan, 4450 North Tenaya Way, Suite 135, James Sterling, Owner, 100% - Ward 4 (Anthony)

DRAFT

FINANCE & BUSINESS SERVICES - PURCHASING & CONTRACTS CONSENT

20. Approval of award of Agreement No. 100196-DC, Blanket Services Agreement for Material Testing and Special Inspections - Department of Public Works - Award recommended to: NINYO & MOORE ($250,000 - Road and Flood Capital Projects Fund) - All Wards

21. Approval of award of Agreement No. 100206-TF, Prime Design Services Agreement for Sewer Rehabilitation Group D located on Decatur Boulevard between Gowan Road and Cheyenne Avenue and in the Los Prados Development from Ann Road to Lone Mountain Road - Department of Public Works - Award recommended to: HDR, INC. ($500,571 - Sanitation Enterprise Fund) - Ward 6 (Ross)

22. Approval of award of Agreement No. 100208-TF, Prime Design Services Agreement for Downtown Interceptor Sewer Rehabilitation located in Oakey Boulevard to St. Louis Avenue, Westwood Drive to Fremont Drive, Fremont Drive to East Glen Avenue, and East Glen Avenue to Dalhart Avenue - Department of Public Works - Award recommended to: CAROLLO ENGINEERS ($705,826 - Sanitation Enterprise Fund) - Wards 1 and 3 (Tarkanian and Reese)

23. Approval of award of Modification No. 2 to Agreement No. 070103-LD, Engineering Design Services Agreement for Traffic Package No. 6 located at the intersections of Charleston Boulevard and Durango Drive, and Charleston Boulevard and Rancho Drive - Department of Public Works - Award recommended to: ORTH-RODGERS & ASSOCIATES, INC. ($103,585.38 - Road and Flood Capital Projects Fund) - Ward 1, 2 and 5 (Tarkanian, Wolfson and Barlow)

24. Approval of award of Bid No. 10.1730.20-DC, Cliff Shadows Parkway Improvements I-215 to Lone Mountain Road, located at Cliff Shadows Parkway from north of I-215 to Lone Mountain Road and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: LAS VEGAS PAVING CORPORATION ($964,700 - Road and Flood Capital Projects Fund) - Ward 4 (Anthony)

25. 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)

26. Approval of award of Second Amendment to Agreement No. 080319-DC, Blanket Services Agreement for Professional Engineering Services located at the Water Pollution Control Facility (WPCF), 6005 Vegas Valley Drive - Department of Public Works - Award recommended to: BLACK AND VEATCH CORPORATION ($200,000 - Sanitation Enterprise Fund) - County

27. Approval of award of Purchase Agreement No. 100224-SK, TYMCO Sweepers - Department of Field Operations - Award recommended to: H & E EQUIPMENT ($784,500 - Automotive Operations Internal Service Fund)

28. Approval of award of Contract No. 100051-CW, Interactive Voice Response and Interactive Web Response Software Licensing and Associated Services - Department of Information Technologies - Award recommended to: SELECTRON TECHNOLOGIES, INC. ($459,040 - Information Technologies Internal Service Fund)

29. Approval of award of Contract No. 09.15341.25-DC, Design-Build of the Solar Covered Parking - Bid Lot B, Stupak Community Center and Natural History Museum and Fire Station #10 located at 300 West Boston Avenue, 900 Las Vegas Boulevard North, and 1501 South Martin Luther King Boulevard and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: CORE CONSTRUCTION SERVICES OF NEVADA, INC. ($1,299,000 - General Capital Projects Fund) - Wards 1, 3 and 5 (Tarkanian, Reese and Barlow) – ITEM RETURNED DUE TO LACK OF BACKUP

PLANNING & DEVELOPMENT - CONSENT

30. Approval of a Memorandum of Understanding (MOU) by and between the Las Vegas Convention and Visitors Authority (LVCVA) and the City of Las Vegas to fund the City of Las Vegas Historic Preservation Commission's presence on an informational website

DRAFT

PUBLIC WORKS - CONSENT

31. Approval of Amendment No. 1 to Highway Agreement No. PR066-09-063 with the State of Nevada Department of Transportation (NDOT) to extend the project completion date to September 30, 2011 and reduce projected expenditures to fund the National Environmental Policy Act (NEPA) requirements for the proposed Sheep Mountain Parkway between CC-215 and I-15 ($735,000 - Federal FY 2008 Appropriation Funds and Regional Transportation Commission Q10 Funds) - Ward 6 (Ross)

RESOLUTIONS - CONSENT

32. R-38-2010 - Approval of a Resolution Determining the Cost and Directing the City Engineer to prepare the Final Assessment Roll for Special Improvement District No. 1513 - Via Olivero Avenue and Valadez Street (East of Cimarron Road) ($218,356.75 - Capital Projects Fund - Special Assessments) - Ward 2 (Wolfson)

33. R-39-2010 - Approval of a Resolution fixing the time and place when complaints, protests, and objections to the final assessment roll will be heard for Special Improvement District No. 1513 - Via Olivero Avenue and Valadez Street (East of Cimarron Road) ($218,356.75 - Capital Projects Fund - Special Assessments) - Ward 2 (Wolfson)

34. R-40-2010 - Approval of Second Resolution Supporting the Designation of an Area Known as The Upper Las Vegas Wash as an Urban National Park Unit Managed by The National Park Service - Ward 6 (Ross)

DISCUSSION/ACTION ITEMS

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES DISCUSSION

35. Discussion and possible action regarding a Temporary Beer/Wine/Cooler On-sale License, Mieko Enterprise, dba Sushi Bar Sage, 4408 North Rancho Drive, Mieko Yaguchi, Pres, Secy, Treas, Dir, 100% - Ward 6 (Ross)

36. Discussion and possible action regarding an Appeal of Work Card Denial for Rene Kingsbury, db at 7 Eleven Food Store 13681, 4950 West Charleston Boulevard - Ward 1 (Tarkanian)

37. Discussion and possible action regarding a Six Month Review of Work Card Denial for Ivana Vela, db at Vinny Boy's Italian Market Place, 3620 West Sahara Avenue, Suite W02 - Ward 1 (Tarkanian)

RESOLUTIONS - DISCUSSION

38. R-41-2010 - Discussion and possible action regarding a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Entertainment Visual Improvement Program Agreement (EVIP) between the RDA and Artemus W. Ham III (Owner) and Hookah Cafe, LLC, dba Maharaja Hookah Cafe (Tenant and EVIP Participant) located at 500 and 506 Fremont Street (APNs 139-34-611-004 and 005) to be in compliance with and in furtherance of the goals and objectives of the RDA - Ward 5 (Barlow) [NOTE: This item is related to RDA Item 6 (RA-9-2010)]

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

39. 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

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

DRAFT

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.

41. 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

42. 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

43. 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

44. ABEYANCE ITEM - Public Hearing to consider the report of expenses to recover costs for abatement of nuisance located at 1368 Pyramid Drive in the amount of $6,200.02 (General Fund) and assess a maximum of $207,050 in daily civil penalties. PROPERTY OWNER: WILLIE B JAQUESS - Ward 5 (Barlow) [NOTE: Municipal Court Judgment amends the abatement amount to $6,187.57.]

45. Public Hearing to consider the report of expenses to recover costs for abatement of nuisance located at 1400 Pyramid Drive in the amount of $9,144.19 (General Fund) and assess a maximum of $211,050 in daily civil penalties. PROPERTY OWNERS: WILLIE B JAQUESS AND SHIRLEY J AYO - Ward 5 (Barlow) [NOTE: Municipal Court Judgment amends abatement amount to $9,072.19.]

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.

46. EOT-37926 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT: KR LAND COMPANY, LLC - OWNER: NEVADA COMMERCE BANK, ETAL - Request for an Extension of Time of a previously approved Site Development Plan Review (SDR-25760) FOR A PROPOSED 205,000 SQUARE-FOOT RETAIL DEVELOPMENT on 23.62 acres at the southeast corner of Hualapai Way and Deer Springs Way (APNs 125-19-301-001 through 005 and 013), PD (Planned Development) Zone, Ward 6 (Ross). Staff recommends APPROVAL.

DRAFT

47. EOT-37928 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT: RITTER CHARITABLE TRUST - OWNER: COUNTY OF CLARK - Request for an Extension of Time of a previously approved Site Development Plan Review (SDR-12344) FOR AN ADDITIONAL PROPOSED 5,000 SQUARE-FOOT BUILDING TO AN EXISTING HALFWAY HOUSE FACILITY on 1.1 acres at 521 North Mojave Road (APN 139-36-501-005), C-V (Civic) Zone, Ward 3 (Reese). Staff recommends APPROVAL.

48. EOT-37953 - 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-27508) FOR A PROPOSED 10,719 SQUARE-FOOT UTILITY INSTALLATION on 14.0 acres at the northwest corner of Fort Apache Road and Centennial Parkway (APNs 125-19-802-006 and 013), C-V (Civic) Zone, Ward 6 (Ross). Staff recommends APPROVAL.

49. EOT-38017 - SITE DEVELOPMENT PLAN REVIEW - APPLICANT: INTERURBAN CONSTRUCTION, LLC - OWNER: URBAN LOFTS XIV, LTD - Request for an Extension of Time of a previously approved Site Development Plan Review (SDR-11728) FOR A PROPOSED 85-LOT SINGLE FAMILY DEVELOPMENT on 6.07 acres at the northwest corner of 25th Street and Charleston Boulevard (APN 139-35-815-002), R-PD13 (Residential Planned Development - 13 Units Per Acre) Zone, Ward 3 (Reese). Staff recommends APPROVAL.

50. EOT-38018 - EXTENSION OF TIME - VARIANCE - APPLICANT: INTERURBAN CONSTRUCTION, LLC - OWNER: URBAN LOFTS XIV, LTD - Request for an Extension of Time of a previously approved Variance (VAR-11723) TO ALLOW 11,627 SQUARE FEET OF OPEN SPACE WHERE 61,079 SQUARE FEET IS THE MINIMUM AMOUNT OF OPEN SPACE REQUIRED on 6.07 acres at the northwest corner of 25th Street and Charleston Boulevard (APN 139-35-815-002), R-PD13 (Residential Planned Development - 13 Units Per Acre) Zone, Ward 3 (Reese). Staff recommends APPROVAL.

PLANNING & DEVELOPMENT - DISCUSSION

51. SUP-37576 - ABEYANCE ITEM - 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.

52. SUP-37625 - ABEYANCE ITEM - 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.

53. RQR-37641 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT/OWNER: MRA, LLC - Required Review of a previously approved Special Use Permit (SUP-27870) FOR AN EXISTING 4,344 SQUARE FOOT SUPPER CLUB WITH A WAIVER TO ALLOW A 60-FOOT DISTANCE SEPARATION FROM A CHILD CARE FACILITY WHERE 400 FEET IS REQUIRED at 8991 West Sahara Avenue (APN 163-08-120-032), C-1 (Limited Commercial) Zone, Ward 2 (Wolfson). Staff recommends APPROVAL.

54. RQR-37772 - REQUIRED THREE YEAR REVIEW - PUBLIC HEARING - APPLICANT: LAMAR ADVERTISING - OWNER: AMBER INVESTMENT COMPANY - Required Three-Year Review of an approved Special Use Permit (U-0052-95) WHICH ALLOWED A 40-FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING SIGN at 336 West Sahara Avenue (APN 162-04-807-002), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends APPROVAL.

55. ROC-37581 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT/OWNER: CHABAD OF SOUTHERN NEVADA - Request for a Review of Condition 'D' OF A PREVIOUSLY APPROVED SITE DEVELOPMENT PLAN REVIEW (SDR-18342) TO DELETE THE REQUIREMENT TO INSTALL DIVERTERS IN THE STREET IN FRONT OF THE SCHOOL at 1312 Vista Drive (APN 162-06-501-004), R-E (Residence Estates) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL.

DRAFT

56. VAR-37276 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: CHABAD OF SOUTHERN NEVADA, INC. - Request for a Variance to ALLOW A TEN-FOOT REAR YARD SETBACK WHERE 35 FEET IS REQUIRED on 4.04 acres at 1312 Vista Drive and 1261 Arville Street (APNs 162-06-501-004 and 162-06-510-017), P-R (Professional Office and Parking) and R-E (Residential Estates) Zones, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL.

57. VAR-37277 - VARIANCE RELATED TO VAR-37276 - PUBLIC HEARING - APPLICANT/OWNER: CHABAD OF SOUTHERN NEVADA, INC. - Request for a Variance to ALLOW 21 PARKING SPACES WHERE 25 SPACES ARE REQUIRED on 4.04 acres at 1312 Vista Drive and 1261 Arville Street (APNs 162-06-501-004 and 162-06-510-017), P-R (Professional Office and Parking) and R-E (Residential Estates) Zones, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL.

58. SDR-36050 - SITE DEVELOPMENT PLAN REVIEW RELATED TO VAR-37276 AND VAR-37277 - PUBLIC HEARING - APPLICANT/OWNER: CHABAD OF SOUTHERN NEVADA, INC. - Request for a Site Development Plan Review FOR A PROPOSED 1,440 SQUARE-FOOT TEMPORARY CLASSROOM WITH A WAIVER OF THE PERIMETER LANDSCAPE BUFFER REQUIREMENTS TO ALLOW A ZERO-FOOT LANDSCAPE BUFFER ALONG A PORTION OF THE WEST PERIMETER on 4.04 acres at 1312 Vista Drive and 1261 Arville Street (APNs 162-06-501-004 and 162-06-510-017, P-R (Professional Office and Parking) and R-E (Residential Estates) Zones, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL.

59. VAR-37627 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: CHABAD OF SOUTHERN NEVADA, INC. - Request for a Variance TO ALLOW TWO ATTACHED INSTITUTIONAL SIGNS WHERE ONE SIGN IS ALLOWED on 3.03 acres at 1312 Vista Drive (APN 162-06-501-004), R-E (Residence Estates) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL.

60. SDR-37579 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT/OWNER: CHABAD OF SOUTHERN NEVADA, INC. - Request for a Major Amendment to a previously approved Site Development Plan Review (SDR-18342) FOR A PRIVATE SCHOOL TO REMOVE 15 REQUIRED TREES FROM THE LANDSCAPE BUFFER ALONG A PORTION OF THE WEST PERIMETER on 4.04 acres at 1312 Vista Drive and 1261 Arville Street (APNs 162-06-501-004 and 162-06-510-017), P-R (Professional Office and Parking) and R-E (Residential Estates) Zones, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL.

SET DATE

61. 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

62. 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

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

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

DRAFT

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 2, 2010

SUBJECT:
CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 2, 2010

SUBJECT:
ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 2, 2010

SUBJECT:
INVOCATION –

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 2, 2010

SUBJECT:
PLEDGE OF ALLEGIANCE

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 2, 2010

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE CITIZEN OF THE MONTH

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 2, 2010

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE TEAM OF THE QUARTER

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 2, 2010

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE GREAT AMERICAN PRIDE AWARD RECIPIENTS

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 2, 2010

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
CELEBRATION OF THE 100th ANNIVERSARY OF THE BOY SCOUTS OF AMERICA

City of Las Vegas

Agenda Item No.: **9.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 2, 2010

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

SUBJECT:
BUSINESS ITEMS:

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

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 2, 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 May 5, 2010

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 2, 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: $45,839,597.06
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 05/1-05/15/10

City of Las Vegas

Summary of Cash Expenditures

For period of 5/1-15/10

Total Services & Materials Checks :	**$9,864,435.73**
Total Services & Materials EFT Payments :	**$1,357,898.15**
Total Wire Transfers:	**$28,006,427.25**
Total Payroll Checks:	**$6,610,835.93**
Grand Total:	**$45,839,597.06**

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 June 2, 2010, the City Council approved the above cash expenditures.

Oscar B. Goodman
Mayor

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 2, 2010

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

SUBJECT:
Approval of a Special Event Alcoholic Beverage License for Springs Preserve, Location: 333 South Valley View Boulevard, Date: June 5, 2010, Type: Special Event Beer/Wine, Event: Beer and Music Festival, Responsible Person in Charge: Michael Pfohl - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Special Event Alcoholic Beverage License. Event time is 3:00 p.m. - 9:00 p.m. Estimated attendance is 2,000. Security provided by Las Vegas Metropolitan Police Department and Wackenhut.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 2, 2010

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

SUBJECT:
Approval of a Special Event Alcoholic Beverage License for Decatur Liquor, Location: 546 South Decatur Boulevard, Date: June 5, 2010, Type: Special Event General, Event: World Bon Bike Event, Responsible Person in Charge: Paul Halverson - Ward 1 (Tarkanian)

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. - 8:00 p.m. Estimated attendance is 300. Security provided by in-house staff.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 2, 2010

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

SUBJECT:
Approval of a Change of Business Name and Change of Ownership for a Package Liquor License subject to Health Dept. regulations, From: Peanut World Company, dba Pioneer Gifts & Souvenirs, To: G & G Fremont, LLC, dba Famous Pioneer, 25 Fremont Street, Haim Gabay, Owner, 100% - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Change of Business Name and Change of Ownership for a Package Liquor License.

RECOMMENDATION:
Recommend approval subject to Health Dept. regulations.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 2, 2010

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

SUBJECT:
Approval of an extension of a Temporary Beer/Wine/Cooler On-sale License, East Coast Pizza, Inc., dba North End Pizza, 6440 North Durango Drive, Suite 105, Claudia Vaccari, Pres, Secy, Treas, 50% and Dina Buceta, Dir, 50% - Ward 6 (Ross)

Fiscal Impact

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

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

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

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 2, 2010

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

SUBJECT:
Approval of a Change of Business Name and Change of Ownership for a Package Liquor License subject to Health Dept. regulations, From: Schiff Enterprises, dba Tiffany's Souvenirs & Gifts, To: ARELNI, LLC, dba Viva Vegas Fremont II, 317, 319 Fremont Street, Guido H. Akerman, Managing Mmbr, 90% and Ariel A. Akerman, Managing Mmbr, 10% - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Change of Business Name and Change of Ownership for a Package Liquor License.

RECOMMENDATION:
Recommend approval subject to Health Dept. regulations.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 2, 2010

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

SUBJECT:
Approval of a Change of Location for a Slot Operator License, Cantor G&W (Nevada), L.P., dba Cantor Gaming, From: 6280 South Valley Boulevard, Suite 318, To: 2575 Highland Drive, Cantor G&W (Nevada) Holdings, L.P., Limited Ptnr, 99.75%, Howard W. Lutnick, Chairman, CEO, Lee M. Amaitis, Pres, Douglas R. Barnard, CFO, and Stephen M. Merkel, Exec Managing Dir, General Counsel, Secy and Cantor G&W (Nevada), LLC, General Ptnr, .25% - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Change of Location for a Slot Operator License.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 2, 2010

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

SUBJECT:
Approval of a Non-restricted Gaming License subject to the provisions of the planning and fire codes and confirmation of approval by the Nevada Gaming Commission, United Coin Machine Company, db at Skinny Dugan's, 4127 West Charleston Boulevard - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Space Lease Agreement for a Non-restricted Gaming License for 16 slots. Opening for one day, June 8, 2010, to preserve gaming rights.

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

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 2, 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 Martial Arts Instruction License subject to the provisions of the planning and fire codes, From: Desert Wind Martial Arts, dba Desert Wind Martial Arts, 4343 North Rancho Drive, To: James Sterling, dba Shidokan, 4450 North Tenaya Way, Suite 135, James Sterling, Owner, 100% - Ward 4 (Anthony)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Change of Business Name, Change of Location, and Change of Ownership for a Martial Arts Instruction License.

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

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 2, 2010

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

SUBJECT:
Approval of award of Agreement No. 100196-DC, Blanket Services Agreement for Material Testing and Special Inspections - Department of Public Works - Award recommended to: NINYO & MOORE ($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 project provides for full service material testing and special inspections 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: Fintan Gaffney - (702) 433-0330

RECOMMENDATION:
That City Council approve Agreement No. 100196-DC, Blanket Services Agreement for Material Testing and Special Inspections to Ninyo & Moore 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. 100196-DC
2. Certificate - Disclosure of Ownership/Principals

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
Ninyo & Moore 6700 Paradise Rd., #E Las Vegas, NV 89119 **Address:** 702/433-0330 **Telephone:** 33-0269828 **EIN:**		Blanket Services Agreement Construction Management Services ~~RFP #~~ Agreement #100196-DC

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.	Avram Ninyo	5710 Ruffin Road San Diego, CA 92123	858/576-1000

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

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

_____
Name

3-1-10
Date

Subscribed and sworn to before me this 1st day of

March, ~~200~~ 2010

Louise T Kidd
Notary Public

Notary Public - State of Nevada
County of Clark
LOUISE T. KIDD
My Appointment Expires
No: 98-4924-1 June 16 2010

State of Nevada
County of Clark

EXHIBIT "H"

PROJECT TASK ORDER Number H- ___

Blanket Agreement Project Name:
Blanket Agreement Date:
Blanket Agreement Maximum Not-to-Exceed Fee:
Total Aggregate Fee Commitments prior to this Task Order:
Consultant's Business Name:

Whereas the City and Consultant have signed a Blanket Agreement for the Consultant to provide professional services described in the Agreement for the above named project(s), containing a not-to-exceed maximum aggregate fee that has not been fully utilized, and the City desires to utilize the Blanket Agreement to provide services for the following particular specific Project:

Project Name:
Location:
Description:
Construction Cost Budget:

The parties do hereby agree to the follow terms and conditions for this Project Task Order:

Section A - Scope of Services:

Section B – Required Submittals:

Section C – Performance Schedule:

Section D – Fee Breakdown:

Section E – Additional Compensation:.

Section F – Key Personnel List:

Section G – Disclosure:

Upon execution hereof, this Project Task Order shall be attached to the Blanket Agreement.

Dated this _____ day of _____, _____.

By: _____
Consultant

By: _____
City

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) 384-4846**, and **NINYO & MOORE**, (the "Consultant"), a **Corporation,** whose address is **6700 Paradise Road, Suite E, Las Vegas, Nevada 89119**, and fax number is **(702) 433-0707**.

W I T N E S S E T H:

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

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

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

WHEREAS, the parties hereto intend with the execution of this Agreement to give to the City the flexibility and ability to determine what services are to be provided by the Consultant on a project by project basis through the issuance of a Project Task Order (herein defined in Section 1.01) thereby eliminating the need of executing separate agreements with the Consultant for each Project.

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

SECTION ONE
CONSULTANT RESPONSIBILITIES

1.01 ***Description of Consultant's Services.***

A. ***Definition.*** A "Project Task Order" refers to that document which sets forth the specific services to be provided by the Consultant in connection with a particular Project.

B. ***Issuance.*** If so requested by the City, the Consultant shall assist the City in preparing a Project Task Order setting further the services to be provided in connection with a particular Project. The Project Task Order shall be prepared substantially in conformance with the form attached hereto as Exhibit "H." Each executed Project Task Order shall be attached hereto as Exhibit "H" with the appropriate numerical sequence (e.g., H-1, H-2, H-3, etc.) and shall become a part of this Agreement.

C. ***Services.*** For each Project Task Order approved and executed by the City, the Consultant hereby agrees to provide the services set forth therein subject to the terms and conditions of this Agreement. For the compensation set forth in Section Seven, the Consultant hereby agrees to perform the basic services set forth in the Scope of Services, **Exhibit "A"** attached thereto and incorporated therein as a part of this Agreement and, if so requested, the additional services set forth in the Additional Compensation, **Exhibit "E"** attached thereto and incorporated therein as a part of this Agreement and to provide the submittals described in the Required Submittals **Exhibit "B,"** attached thereto.

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

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

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

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

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

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

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

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

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

1.08 ***Responsibility for Construction Document Revisions.***

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

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

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

SECTION TWO
CITY RESPONSIBILITIES

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

2.02 ***Review of Consultant's Services and Documents.*** The services to be performed by the Consultant shall be subject to periodic review by the City Representative. To prevent an unreasonable delay in the Project, the City Representative will endeavor to examine and comment in writing on the documents furnished by the Consultant including, without limitation, the plans, drawings, specifications, test results,

evaluations, and reports within twenty-one (21) days of receipt of such documents, unless the Contract provides for a different review time with respect to the document.

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

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

SECTION THREE
CHANGES TO CONSULTANT'S SERVICES

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

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

SECTION FOUR
ADDITIONAL SERVICES OF CONSULTANT

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

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

SECTION FIVE
SUBCONSULTANT AGREEMENT

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

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

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

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

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

SECTION SIX
TERM OF AGREEMENT

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

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

SECTION SEVEN
COMPENSATION AND TERMS OF PAYMENT

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

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

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

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

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

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

SECTION EIGHT
PERFORMANCE SCHEDULE

8.01 ***Performance Schedule.*** The Consultant shall perform and complete the services required under this Agreement according to the schedule (the "Performance Schedule") set forth in the Schedule of Performance, **Exhibit "C"** attached hereto. If the performance of services is delayed or submittals are not delivered in the time period as outlined in the Performance Schedule, the Consultant shall notify the City

Representative in writing of the reasons for the delay and include a plan which brings the Consultant's performance into compliance with the Performance Schedule.

SECTION NINE
AUDIT: ACCESS TO RECORDS

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

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

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

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

SECTION TEN
MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.04 ***Ownership of Documents.***

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.16 ***Site Inspection.*** The Consultant represents that, 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
City Clerk

Date

APPROVED AS TO FORM

John S. Ridilla 4/16/10

Deputy City Attorney

Date

John S. Ridilla
Deputy City Attorney

NINYO & MOORE

Fintan L. Gaffney

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

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".

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

The Required Submittals for this Agreement shall be as set forth in each subsequently executed Project Task Order, the format of which is attached hereto as Exhibit "H".

Throughout the course of each Project Task Order, the Consultant shall brief the City Representative on a regular and frequent basis about the progress of the Project. Unless specified otherwise in the Project Task Order, briefings shall occur no less frequently than monthly and shall accompany invoices for payment. The briefings shall be a written report and shall include the following as appropriate to the Project: the status of and impacts to the Project schedule, milestones, budget, land acquisitions, right of way dedications, easements, utility and regulatory agency review status, all Project activity since the last report, current issues, and a forecast of upcoming activity.

All reports shall be on acid-free white paper, 8-1/2 x 11 inches, suitable for photocopying and bound in booklet form.

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

200.1 Certificates of Insurance

The Consultant shall deliver to Insurance Tracking Services, Inc. (ITS), the City's authorized designated representative, a certificate of insurance with respect to each required policy to be provided by the Consultant under this Agreement. The required certificates must be signed by the authorized representative of the insurance company shown on the certificate with proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon.

Submit certificates of insurance to:

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

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

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) shall be provided to the City upon request.

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

The Performance Schedule for this Agreement shall be as set forth in each executed Project Task Order, the format of which is attached hereto as Exhibit "H".

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

The Fee Breakdown for this Agreement shall be as set forth in each executed Project Task Order, the format of which is attached hereto as Exhibit "H".

END OF EXHIBIT "D"

EXHIBIT "E"

ADDITIONAL COMPENSATION

CONSULTANT HOURLY RATES

The following hourly rates are to be used as the basis for negotiation of added and reduced services. These hourly rates are valid for the duration of the Project and include salary costs, overhead, administration and profit. The overhead included in these rates covers all support personnel who normally work on non-specific project tasks including but not limited to receptionists, senior executives together with their assistants, financial accounting personnel, and facility, equipment, and IT maintenance personnel.

Principal Engineer/Geologist/Environmental Scientist	$	161.20
Senior Engineer/Geologist/Environmental Scientist	$	119.50
Senior Project Engineer/Geologist/Environmental Scientist	$	119.50
Project Engineer/Geologist/Environmental Scientist	$	110.00
Senior Staff Engineer/Geologist/Environmental Scientist	$	110.00
Staff Engineer/Geologist/Environmental Scientist	$	105.00
GIS Analyst	$	105.00
Field Operations Manager	$	97.79
Supervisory Technician/Inspector	$	97.79
Special Inspector (CWI)	$	97.79
Special Inspector (ICC: Concrete, Masonry, Fireproofing, and Structural Steel)	$	75.44
Senior Inspector	$	75.44
Grading Inspector (NICET/NAQTC)	$	75.44
Senior Field/Laboratory/Environmental Technician	$	72.64
Field/Laboratory Technician	$	50.30
Technical Illustrator/CAD Operator	$	50.30
Geotechnical/Environmental/Laboratory Assistant	$	55.88
Information Specialist	$	55.88
Data Processing, Technical Editing, or Reproduction	$	55.88

ADDITIONAL SERVICES

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

Expert Witness Testimony	$	360/hr
PID/FID Usage	$	160/day
Coring Machine Usage (includes technician)	$	145/hr
Anchor Load Test Equipment	$	75/hr
Hand Auger Equipment	$	69/day
Inclinometer Usage	$	45/hr
Vapor Emission Kits	$	45/kit
Level D Personal Protective Equipment (per person)	$	40/day
Rebar Locator (Pachometer)	$	40/hr
Nuclear Density Gauge Usage	$	20/hr
Field Vehicle Usage	$	19/hr

Direct Project Expenses.....Cost plus 15%

Laboratory testing, geophysical equipment and other special equipment provided upon request.

SCHEDULE OF FEES FOR LABORATORY TESTING

Laboratory Test, Test Designation, and Price Per Test

Soils	
200 Wash, D 1140, C 117	$70.00
Atterberg Limits, D 4318, T 89-94, T 90-94	$100.00
California Bearing Ratio (CBR), D 1883, T 193-93	$500.00
Check Point Maximum Density	$90.00
Clay Expansion, FHA Swell	$110.00
Consolidation without time rate, D 2435, T 216-94	$250.00
Direct Shear – Undisturbed, D 3080	$250.00
Direct Shear – Remolded, D 3080	$275.00
Expansion Index, D 4829, UBC 18-2	$110.00
Expansion Potential (Method A), D 4546	$100.00
Hydrometer Analysis, D 422, T 88-93	$200.00
Maximum Density D 1557, D 698, T 180-93, T 99-94	$165.00
Miller Box Resistivity	$60.00
Moisture Only, D 2216, T 265-93	$20.00
Moisture and Density, D 2937	$30.00
Permeability, CH, D 2434, T 215	$165.00
pH and Resistivity, G 57	$100.00
R-value, D 2844, T 190-93	$225.00
Sand Equivalent, D 2419	$90.00
Sieve Analysis, Fine Aggregate (including wash), C 136	$100.00
Solubility	$80.00
Specific Gravity, D 854, T 100-93	$85.00
Sulfate & Chloride Content	$90.00
Triaxial Shear, U.U., D 2850, per point	$125.00
Triaxial Shear, C.U., w/ pore press D 4767, T297 per point	$300.00
Triaxial Shear, C.U., w/o pore press, D 4767, T297, per point	$175.00
Triaxial Shear, C.D., D 4767, T297per point	$350.00
Triaxial Shear, multistage – 3 points for cost of 2	
Unconfined Compression, D 2166, T 208	$160.00
Masonry	
Concrete Block Compression Test, 8x8x16, C 140	$50.00
Concrete Block Linear Shrinkage, C 426	$150.00
Masonry Grout, 4x4x8 prism compression, UBC 21-18	$20.00

Masonry Mortar, 2x4 cylinder compression, UBC 21-16	$20.00
Masonry Prism, half size, compression, UBC 21-17	$100.00
Concrete	
Compression Test, 6x12 cylinder, C 39, T 22-92	$20.00
Concrete Mix Design, per trial batch, 6 cylinder, ACI	$650.00
Concrete Core Compression (excludes sampling), C42 T 24-93	$50.00
Drying Shrinkage, C 157	$300.00
Flexural Test, C 78	$80.00
Gunite/Shotcrete, panels, 3 cut cores per panel and test, ACI	$190.00
Jobsite Testing Laboratory	Quote
Lightweight Concrete Fill Compression, C 495	$40.00
Petrographic Analysis, C 856	Quote
Splitting Tensile Strength, C 496	$75.00
Reinforcing and Structural Steel	
Chemical Analysis, A-36, A-615	$100.00
Fireproofing Density Test, UBC 7-6	$50.00
Hardness Test, Rockwell, A-370	$40.00
High Strength Bolt, Nut & Washer Conformance, set, A-32	$150.00
Mechanically Spliced Reinforcing Tensile Test, ACI	$80.00
Pre-Stress Strand (7 wire), A 416	$150.00
Reinforcing Tensile or Bend, up to No. 11, A 615 & A 706	$85.00
Structural Steel Tensile Tests, up to 200,000 lbs. (machining extra), A 370	$100.00
Welded Reinforcing Tensile Tests up to No. 11 bar, ACI	$80.00
Asphalt Concrete	
Asphalt Mix Design Review, Job Spec	$150.00
Extraction, % Asphalt, including Gradation, D 2172, T 164-94 T 30-93	$195.00
Hveem Stability and Unit Weight CTM or ASTM, CT 366	$200.00
Marshall Stability, Flow and Unit Weight, (set of 3) T 245-94	$205.00
Maximum Theoretical Unit Weight, D 2041, T 209-94	$100.00
Unit Weight, sample or core, D 2726, T 166-93	$75.00
Aggregates	
Absorption, Coarse, C 127	$50.00
Absorption, Fine, C 128	$75.00
Clay Lumps and Friable Particles, C 142, T 112-91	$85.00
Cleanness Value, CT 227	$120.00
Fractured Faces, NDOT, T 2303	$140.00

Lightweight Pieces, C 123, T 113-94	$130.00
Los Angeles Abrasion, C 131 or C 535, T 96-94	$145.00
Moisture, C 566, T 255-92	$25.00
Mortar Making Properties of Fine Aggregate, C 87	$300.00
Organic Impurities, C 40, T 21-94	$50.00
Potential Reactivity of Aggregate (Chemical Method), C 289	Cost plus 15%
Sand Equivalent, D 2419	$85.00
Sieve Analysis, Coarse Aggregate, C 136	$100.00
Sieve Analysis, Fine Aggregate (including wash), C 136	$90.00
Sodium/Magnesium Sulfate Soundness (per size fraction), C 88, T 104-94	$240.00
Specific Gravity, Coarse, C 127, T 85-94	$80.00
Specific Gravity, Fine, C 128, T 84-94	$100.00
Unit Weight, C 29, T 19	$50.00

These fees are valid for the duration of the Project and include salary costs, equipment, overhead, administration and profit. For Additional Services of sub-consultants, the City shall compensate the Consultant a multiple of **one and one fifth (1.05)** times the amounts billed to the Consultant for such services, which multiple has been included in the Additional Services fees shown herein.

REIMBURSABLE EXPENSES

The following Reimbursable Expenses are allowed:

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

For Reimbursable Expenses of the Consultant, the City shall compensate the Consultant a multiple of **one and one fifth (1.05)** times the actual direct costs incurred by the Consultant. The multiplier includes all compensation for overhead and profit.

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

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

CITY PERSONNEL

CITY REPRESENTATIVE for this Blanket Agreement: **John O'Connell**

CITY REPRESENTATIVE for each subsequent Project Task Order: As stated in each Project Task Order.

CONSULTANT'S PROJECT STAFF

Unless stated otherwise in the Project Task Order, the following personnel will be assigned by the Consultant to work on the subsequent Project Task Order work. Any changes require City approval.

CONSULTANT REPRESENTATIVE: Fintan L. Gaffney

ENGINEER OF RECORD: TBD

PROJECT MANAGER: TBD

TECHNICIAN/CADD: TBD

CLERICAL: TBD

CONSULTANT'S SUBCONSULTANTS

Unless stated otherwise in the Project Task Order, the following subconsultants will be contracted with and utilized by the Consultant to work on the Project. Any changes require City approval.

None.

END OF EXHIBIT "F"

EXHIBIT "G"

CERTIFICATE - DISCLOSURE 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
Ninyo & Moore 6700 Paradise Rd., #E Las Vegas, NV 89119 **Address:** 702/433-0330 **Telephone:** 33-0269828 **EIN:**	Blanket Services Agreement Construction Management Services ~~RFP~~ Agreement #100196-DC

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.	Avram Ninyo	5710 Ruffin Road San Diego, CA 92123	858/576-1000

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

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

_____
Name

3-1-10
Date

Subscribed and sworn to before me this 1st day of

March, ~~200~~ 2010

Louise T Kidd
Notary Public

Notary Public - State of Nevada
County of Clark
LOUISE T. KIDD
My Appointment Expires
No: 98-4924-1 June 16 2010

State of Nevada
County of Clark

EXHIBIT "H"

PROJECT TASK ORDER Number H- ___

Blanket Agreement Project Name:
Blanket Agreement Date:
Blanket Agreement Maximum Not-to-Exceed Fee:
Total Aggregate Fee Commitments prior to this Task Order:
Consultant's Business Name:

Whereas the City and Consultant have signed a Blanket Agreement for the Consultant to provide professional services described in the Agreement for the above named project(s), containing a not-to-exceed maximum aggregate fee that has not been fully utilized, and the City desires to utilize the Blanket Agreement to provide services for the following particular specific Project:

Project Name:
Location:
Description:
Construction Cost Budget:

The parties do hereby agree to the follow terms and conditions for this Project Task Order:

Section A - Scope of Services:

Section B – Required Submittals:

Section C – Performance Schedule:

Section D – Fee Breakdown:

Section E – Additional Compensation:.

Section F – Key Personnel List:

Section G – Disclosure:

Upon execution hereof, this Project Task Order shall be attached to the Blanket Agreement.

Dated this _____ day of _____, _____.

By: _____
Consultant

By: _____
City

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 2, 2010

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

SUBJECT:

Approval of award of Agreement No. 100206-TF, Prime Design Services Agreement for Sewer Rehabilitation Group D located on Decatur Boulevard between Gowan Road and Cheyenne Avenue and in the Los Prados Development from Ann Road to Lone Mountain Road - Department of Public Works - Award recommended to: HDR, INC. ($500,571 - Sanitation Enterprise Fund) - Ward 6 (Ross)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $500,571
Funding Source: Sanitation EF
Dept./Division: Public Works

PURPOSE/BACKGROUND:

Services to be rendered include design for rehabilitation of approximately 1950 of sewer pipe and manholes on Decatur Boulevard and approximately 700 feet of sewer pipe and manholes in the Los Prados development. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: T. Fernandez
POC: S. Christensen - (702) 938-6000

RECOMMENDATION:

That City Council approve award of Agreement No. 100206-TF, Prime Design Services Agreement for Sewer Rehabilitation Group D to HDR, Inc. in the amount of $500,571. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

1. Agreement No. 100206-TF
2. Certificate - Disclosure of Ownership/Principals

PRIME DESIGN SERVICES AGREEMENT
FOR
SEWER REHABILITATION GROUP D

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) 382-8551**, and **HDR, INC.**, (the "Consultant"), a **Corporation**, whose address is **7180 Pollock Drive, Suite 200, Las Vegas, NV 89119**, and fax number is **(702) 938-6060**.

W I T N E S S E T H:

WHEREAS, the City intends to construct the **Sewer Rehabilitation** Group D (herein the "Project"); and

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

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

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

SECTION ONE
CONSULTANT RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

1.08 ***Responsibility for Construction Document Revisions.***

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

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

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

SECTION TWO
CITY RESPONSIBILITIES

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

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

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

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

SECTION THREE
CHANGES TO CONSULTANT'S SERVICES

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

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

SECTION FOUR
ADDITIONAL SERVICES OF CONSULTANT

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

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

SECTION FIVE
SUBCONSULTANT AGREEMENT

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

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

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

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

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

SECTION SIX
TERM OF AGREEMENT

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

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

SECTION SEVEN
COMPENSATION AND TERMS OF PAYMENT

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

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

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

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

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

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

SECTION EIGHT
PERFORMANCE SCHEDULE

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

SECTION NINE
AUDIT: ACCESS TO RECORDS

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

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

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

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

SECTION TEN
MISCELLANEOUS PROVISIONS

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

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

(i) the Consultant was not a contributing cause for the suspension,
(ii) the Consultant has not received an equitable adjustment under another provision of this Agreement, and
(iii) the Consultant could not mitigate the increase in the performance cost,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.04 ***Ownership of Documents.***

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

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

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

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

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

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

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

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

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

C. ***Commercial Automobile Liability Insurance.*** This insurance shall protect the Consultant from claims of limits no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used to the performance of services under this Contract. The policy must insure all vehicles owned by the Company and include coverage for hired and non-owned vehicles. The Consultant's automobile liability insurance policies shall be endorsed to include the City as an additional insured.

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

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

F. ***Certificates and Endorsements.*** The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed $25,000 without the written approval of the City. The Consultant shall deliver to the City's authorized designated representative named in **Exhibit "B"** (Required Submittals) certificates indicating that such insurance is in effect before any services are provided under this Agreement and renewal certificates not less than 30 days prior to the expiration date of any policy.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST

Beverly K. Bridges, MMC, City Clerk Date

CITY OF LAS VEGAS

By_____
Kathleen C. Rainey, Manager
Purchasing & Contracts

APPROVED AS TO FORM

John S. Ridilla 5/12/10
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

CONSULTANT

By_____
Ruedy Edgington, HDR, Inc.

LIST OF EXHIBITS

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " ADDITIONAL COMPENSATION

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " DISCLOSURE OF OWNERSHIP/PRINCIPALS

EXHIBIT "A"

SCOPE OF SERVICES

ARTICLE 100: GENERAL INFORMATION

100.1 Project Overview

100.1.1 Project Overview Description

- Design for the rehabilitation of approximately 1950 feet of 36 and 48 inch unlined reinforced concrete sewer and manholes in Decatur Blvd from Gowan Rd to Cheyenne Ave.
- Design for the rehabilitation of approximately 700 feet of 15 inch PVC sewer and 15 manholes in the Los Prados development from Ann Rd and Lone Mountain Rd.
- Design for the rehabilitation of approximately 10,380 feet of 24, 27, 30, and 36 inch unlined reinforced concrete sewer pipe and 35 manholes in
    - Bradley Rd from Lone Mountain Rd to Hickam Ave,
    - Hickam Ave to Thom Blvd,
    - Thom Blvd to Alexander Rd,
    - Alexander Rd to Decatur Blvd,
    - and Decatur Blvd to Gowan Rd.
- Recent assessment televising of aging sewer and manholes has revealed structural defects which indicate potential for failure.

100.2 Construction Cost Budget

100.2.1 Construction Cost Budget: **$0.00**

100.3 Project Contact Information

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

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

100.4 Plan Control and Standards

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

100.4.1.1 Policy on Geometric Design of Highways and Streets (AASHTO)
100.4.1.2 Uniform Standard Specifications for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada
100.4.1.3 Uniform Standard Drawings for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada, Volume I and Volume II
100.4.1.4 Nevada Department of Transportation (NDOT) Standard Plans for Road and Bridge Construction and NDOT Standard Specifications for Road and Bridge Construction
100.4.1.5 Manual on Uniform Traffic Control Devices
100.4.1.6 Clark County Regional Flood Control District's Hydrologic Criteria and Drainage Design Manual
100.4.1.7 Las Vegas Valley Flood Control Master Plan Update (MPU), current edition
100.4.1.8 Central Neighborhood Flood Control Master Plan, Volume I & II, March 2005
100.4.1.9 Las Vegas Valley Water District (LVVWD) Rules and Regulations

100.4.1.10 Uniform Design and Construction Standards for Water Distribution Systems, Clark County, Nevada
100.4.1.11 Design and Construction Standards for Wastewater Collection Systems, Southern Nevada
100.4.1.12 Freeway and Arterial System of Transportation (FAST) standards

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

100.5 Changes to Scope of Services

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

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

100.6 Responsibilities of the Consultant

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

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

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

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

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

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

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

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

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

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

100.6.11 Plan and Special Provision Production and Submission

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

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

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

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

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

100.6.12 Cost Estimates

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

100.6.13 Construction Change Orders

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

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

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

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

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

100.6.14.1 Article 101 – Preliminary and General Items

100.6.14.2 Article 102 – 70% Design Phase

100.6.14.3 Article 103 – 100% Design Phase

100.6.14.4 Article 104 – Bid Phase

100.6.14.5 Article 105 – Construction Phase

100.6.14.6 Article 106 – Post Construction Phase

100.7 Responsibilities of the City

100.7.1 The City shall be responsible for the following:

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

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

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

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

100.7.2 The City's Review Process

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

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

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

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

ARTICLE 101: PRELIMINARY AND GENERAL ITEMS

101.1 Project Management

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

101.1.2 The City of Las Vegas Condition Assessment Evaluation of the project pipeline and recommendation for the pipeline rehabilitation constitutes the desired rehabilitation method, i.e. cast-in-place piping (CIPP).

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

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

101.1.5 The Consultant will be responsible for the Quality Assurance/Quality Control of each deliverable. This includes but is not limited to conducting a quality control review of all work products for consistency, clarity and constructability prior to submittal.

101.2 Kick-Off Meeting and Design Progress Meetings

101.2.1 Consultant shall prepare an agenda and schedule and attend a kick-off meeting with the City and other agencies as required within ten (10) business days of the issuance of the Notice to Proceed (NTP). This meeting will be held to review the scope of work, discuss data and information provided by the City, review the project schedule (prepared by the Consultant using Microsoft Project or software approved by the City's Representative), introduce key personnel, establish lines of communications and clarify the City's and other government agency requirements for the Project, and identify any missing data and information necessary to proceed with the Project. Within three (3) business days following the kick-off meeting, the Consultant will prepare and distribute draft meeting minutes to the City's Representative (an e-mail to the City's Project Manager of the draft minutes is acceptable). The Consultant shall prepare and distribute final meeting minutes after the draft meeting minutes are approved by the City's Representative to all attendees.

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

101.2.3 Consultant shall attend approximately ten (10) progress/coordination meetings to be held with the City, other relevant agencies and utility companies. Design Progress meetings shall be conducted on a bi-weekly basis, or a time frame approved by the City's Representative, at the City's offices and will be attended by the Consultant's Project Manager, Project Engineer and other key personnel as determined to be necessary. Consultant shall prepare an agenda for each of the progress meetings. Within three business days following the progress/coordination meeting, Consultant shall prepare and distribute draft meeting minutes to the City's Representative and meeting attendees (an email to the City's Project Manager of the draft minutes is acceptable). The Consultant shall prepare and distribute final meeting minutes after the draft meeting minutes are approved by the City's Representative to all attendees. Progress/Coordination meetings may also be combined with 70% and 100% deliverable review meetings.

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

101.3 Utility and Agency Coordination

101.3.1 Consultant shall coordinate with all utilities and agencies having facilities within the limits of or adjacent to the Project throughout the duration of the project. This includes attendance to all related meetings. The Consultant will contact the utility companies and other governmental agencies early in the project to obtain information relating to the location, size and type of facilities owned by that Utility. Utility companies and agencies to be contacted by the Consultant shall include, but are not limited to, the following:

101.3.1.1 Clark County Regional Flood Control District ("CCRFCD")

101.3.1.2 Clark County Department of Public Works

101.3.1.3 City of North Las Vegas

101.3.1.4 City of Las Vegas departments, including but not limited to, Flood Control, Parks, Collection System Planning, Traffic Engineering, Field Operations, and Land Development

101.3.1.5 Las Vegas Valley Water District ("LVVWD") and Southern Nevada Water Authority ("SNWA")

101.3.1.6 Freeway and Arterial System of Transportation ("FAST")

101.3.1.7 Utility providers, including but not limited to, NV Energy, CenturyLink, Cox Communications, Southwest Gas Corporation, AT&T Fiber Optic Cable

101.3.1.8 Nevada Department of Transportation ("NDOT") and

101.3.1.9 Other local and state agencies as required.

101.3.2 Major utility relocation design plans are not anticipated, unless otherwise mentioned in this scope of services. If required, these design plans will be paid for separately under Additional Services Tasks upon separate authorization by the City.

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

101.3.4 The Consultant shall submit design plans for review from the various utility companies for the 70% and 100% Pre-Final submittals.

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

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

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

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

101.3.9 Deliverables: Project Plans to be sent to the Utility Companies at each design level (70% and 100% Pre-Final); and final Mylar's with impacted utilities approval signatures.

101.4 Project Permits

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

101.4.2 The following permits are anticipated for this project :

101.4.2.1 CNLV Encroachment Permit
101.4.2.2 NDOT Encroachment Permit

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

101.4.4 Deliverables: Matrix of require permits; correspondence; preparation of permit applications.

ARTICLE 102: 70% DESIGN PHASE

102.1 Survey

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

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

102.1.2.1 Research existing surveys, parcel maps, ownership records, and other records as necessary to obtain needed data in preparation of all existing rights-of-way and easements and control drawings

102.1.2.2 Set panel locations for control in obtaining aerial topography. Topographic mapping to be at 1″ = 40′ horizontal with a contour interval of 1-foot, including digital orthophotos, based upon a published City benchmark

102.1.2.3 Establish both horizontal and vertical control for the Project including preparation of a horizontal control drawing sealed by a Nevada Professional Land Surveyor to identify, as a minimum, horizontal and vertical control points, Project alignment centerline indicating bearings, distances and control point coordinates

102.1.2.4 Establish Project coordinate system

102.1.2.5 All survey shall be in ground coordinates and tied to state plane coordinates (horizontal) and NAVD 88 (vertical)

102.1.2.6 Conduct field survey to identify and locate existing improvements as necessary to supplement aerial topography. Collect field survey data along the sanitary sewer facility alignment, including but not limited to manhole lids and invert elevations. Field survey shall extend a minimum of 100 feet for minor street intersections and 150 feet for major street intersections beyond curb returns of adjacent street

102.1.2.7 The Consultant will coordinate any required private property access with the City's Representative.

102.2 Right-of-Way

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

102.2.2 Based on the 70% design, the Consultant will identify any additional right-of-way, including permanent right of way and easements and authorizations to enter property ("AEP") to be acquired. A summary of proposed right of way acquisition will be provided by the Consultant in Microsoft Excel 2007 format in the format provided by the City Representative. During the 70% design review, the City will work with the Consultant to finalize project right-of-way requirements.

102.2.3 70% Submittal. Consultant shall prepare 24" x 36" exhibits that shall show all needed right-of-way, easements, AEP's, etc. at the 70% design level. The Consultant shall provide legal descriptions as needed for all right-of-way easements, etc. that are required. The Consultant shall update the right-of-way property schedule, outlined in 102.2.1, to create an acquisition status table showing parcel numbers, acquisition type, acquisition status, property owner and contact information.

102.2.4 100% Pre-Final Submittal. Consultant shall update the 24" x 36" exhibits to show the acquired right-of-way, easements and AEP's. The acquisition status table shall be updated and submitted to the City for review. Consultant shall clearly identify, in the acquisition table, any right-of-way, easements or AEP's that have not been acquired and an explanation for not having acquired the right-of-way, easement or AEP.

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

102.2.6 Deliverables: 24" x 36" exhibits at the 70% Submittal as outlined in 102.2.3; Legal Descriptions; Acquisition Status Table; 24" x 36" exhibits at the 100% Pre-Final Submittal as outlined in 102.2.4; Summary Letter of Right-of-Way, Easements and AEP status.

102.3 Records Review, Information Research and Analysis of Data

102.3.1 Consultant shall review data and information from the City including assessor's maps, parcel maps, improvement plans, drainage studies, utility plans, geotechnical studies, aerial topographic mapping, CCTV of sanitary sewer pipelines, CCTV reports and recommendations, manhole inspection reports, existing pipe capacity and flow rates, and land development mapping currently being processed by the City which will likely affect the Project. Consultant shall provide ongoing supplemental research of public records during Project development.

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

102.3.3 The Consultant will conduct field investigations, as necessary during the length of the project that may help in the development of the Project design. The Consultant will take pictures during the field investigation to document field conditions throughout the Project.

102.3.4 The Consultant will conduct flow monitoring of the sanitary sewer pipelines. Flow monitoring will be for a minimum of seven days and located in six (6) locations to allow Consultant to design a flow bypassing system adequate to bypass 100% of flows allowing for rehabilitation of the system. Consultant to provide City two copies of the flow monitoring report.

102.4 70% Design Phase Submittal

102.4.1 70% Design Phase Plans

102.4.1.1 The 70% plans are to be prepared for the overall limits as agreed on and directed by the City of Las Vegas. The north arrow on all plan sheets shall point to the top or right side unless otherwise approved by the City. The plan sheets shall be at 1″ = 40′ scale (or other scale as directed or approved by the Engineer) All lettering shall be of sufficient size and clarity to permit easy reading when reduced to one-half (1/2) scale. Plans shall incorporate all necessary drawings to accurately bid and construct the project to include but not be limited to: general sheets, legends, abbreviations, schedules, pipeline plan view drawings, temporary bypass pumping drawings, and standard rehabilitation details.

102.4.2 Deliverables: Submit two (2) full size sets (24″ X 36″) and seven (7) half size set (11″ X 17″) of the 70% Design Phase Plans to the City; Submit two (2) full size sets (24″ X 36″) of the 70% Design Phase Plans to the City of North Las Vegas; Submit 70% Design Phase Plans (size and number determined by each Utility Company submittal requirements) to the Utilities for review. Submit two (2) Flow Monitoring Reports.

102.4.3 70% Design Phase Construction Cost Estimate - a Project cost estimate broken out by funding source, and bid item shall be prepared by the Consultant.

102.4.3.1 Deliverables: Submit two 70% cost estimates by funding source to the City in both hard copy and electronic format (MS Excel spreadsheet; PDF format will not be accepted).

102.4.4 70% Design Phase Special Provisions - The Project Special Provisions shall be submitted utilizing the City's standard boilerplate set of Special Provisions provided. The Project Special Provisions shall use the same format as the *Uniform Standard Specifications for Public Works' Construction Off-Site Improvements Clark County Area Nevada*. All items of construction shown on the 70% Project Plans shall be represented in the Special Provisions as bid items utilizing the corresponding related specification section's nomenclature. The applicable items shall be described for the method of "Measurement" and "Payment" subsection for each section.

102.4.4.1 Deliverables: Submit four (4) copies of the bound Special Provisions to the City; Submit two (2) copies of the bound Special Provisions to the City of North Las Vegas.

102.4.5 70% Walk Through - At the direction of the City, Consultant shall schedule a walkthrough of the Project with City of Las Vegas personnel and other stakeholders (other public agencies and utility providers) during the 70% Design Phase period. The Consultant will note any changes or adjustments to the plans as needed to fit field conditions and incorporate these changes into the 100% Pre-Final submittal. The intent of the walk through is to identify field conflicts in order to minimize potential significant changes to the design after the 70% Submittal.

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

102.4.6 Bidability and Constructability (B&C) - Consultant shall coordinate with a City selected B&C consultant or City in-house B&C review team. The Consultant will provide the B&C consultant or in-house B&C review team with the 70% submittal (and any other documents necessary to complete the B&C review). The City may also choose to provide the B&C consultant or in-house B&C review team with earlier submittals for review. Consultant shall attend meetings and respond to comments as required to resolve disagreements on B&C

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

ARTICLE 103: 100% DESIGN PHASE

103.1 100% Design Phase Submittal

103.1.1 The 100% submittal shall include all the elements of Article 102 which shall be advanced to a completed level of design and shall incorporate comments from the 70% submittal. The 100% submittal will consist of two steps: (1) a **100% pre-final (bond) submittal** will be made for final comment by the City and City of North Las Vegas; and (2) the Consultant will incorporate all comments on the pre-final submittal into the **100% final (Mylar) submittal**. Consultant shall submit a pre-Mylar bond set of the final plans before preparing Mylars for this project. Plan set Mylars and copies sealed in accordance with NRS 625, sealed Special Provisions, including Bid Proposal and Construction Cost Estimate shall be submitted to the City. The Engineer's estimate broken out by bid item, and funding source will be submitted as a Microsoft Excel Worksheet electronic file. The Consultant shall coordinate with utility companies and obtain all utility signatures on the Cover Sheet and elsewhere in the plans as required.

103.1.1.1 Deliverables for the 100% Pre-Final (Bond) Submittal: Submit seven copies of the half scale plans, two full size plans, four copies of the bound Special Provisions and 100% Pre-final Cost Estimate by funding source to the City. Submit two copies of the half scale plans, bound Special Provisions to the City of North Las Vegas. Consultant shall submit the 100% Pre-Final (Bond) Submittal to the various utility companies for review.

103.1.1.2 Deliverables for the 100% Final (Mylar) Submittal: One set of 24" X 36" Mylar plan sheets stamped and signed by a Nevada P.E. which includes the cover sheet containing all approval signatures; One set of original Special Provisions (unbound) stamped and signed by a Nevada P.E.; One copy of the Final Cost Estimate in the City's Bid Schedule Format; Submit two copies of the half scale plans, bound Special Provisions and 100% Final Cost Estimate by funding source to the City of North Las Vegas. One copy of the Final Plans shall be submitted to each of the Utility Companies; An electronic copy of the estimated construction schedule in Microsoft Project format will be submitted to the City; Electronic copies of both the plans (AutoCAD 2004 format) and Special Provisions (Microsoft Word format) shall be submitted to the City. The Engineer's estimate will be submitted as a Microsoft Excel Work Sheet electronic file.

ARTICLE 104: BID PHASE

104.1 Pre-Bid Conference

104.1.1 The Consultant shall attend the pre-bid conference

104.2 Bid Requests and Responses

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

104.3 Bid Opening

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

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

ARTICLE 105: CONSTRUCTION PHASE

105.1 Pre-Construction Meeting

105.1.1 The Consultant shall attend the pre-construction meeting.

105.2 Submittal Review

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

105.3 Construction Support Services

The City of Las Vegas will conduct community outreach during the construction period.

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

105.3.1.1 Project Site Visits
105.3.1.2 Review of Submittals/Shop Drawings
105.3.1.3 Response to RFIs
105.3.1.4 Additional Design as authorized by the City
105.3.1.5 Additional Surveying as authorized by the City
105.3.1.6 Completion of Record Drawings

ARTICLE 106: POST CONSTRUCTION PHASE

106.1 Record Drawings

106.1.1 Based upon the Consultant's knowledge of the changes in the Project during the Construction Phase and review of the Contractor's final record documents, prepare Record Documents for the Project. The Consultant shall review and approve the Contractor's final record documents for clarity and completeness, coordinate needed corrections, and drafting all final corrections and coordination items submitted by the Contractor using the software package AutoCAD. The Consultant shall prepare and submit one (1) set of completed construction plans in electronic and reproducible Mylar form to the City. Drawings shall be annotated showing the original engineer of record and stating that these drawings are "as constructed" and based on information provided by others.

106.1.2 Deliverables: As-builts: electronic files (AutoCAD format) and one (1) Mylar set 24"x36".

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 200: GENERAL

200.1 When requested by the City electronic files shall accompany hard copies for all submittals referenced in this paragraph and unless otherwise directed by the City. All cost estimates shall be provided in Microsoft Excel format, all schedules in Microsoft Project format, all Special Provisions in Microsoft Word format, all Bid Schedules in Microsoft Excel format and all spreadsheets associated with additional service requests in Microsoft Excel format. Pdf submittals will not be accepted unless specifically requested by the City.

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

200.3 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: NOTICE TO PROCEED

300.1 The start date for the Consultant's scope of services shall be, without any further notice requirement, the date of this Agreement signed by the parties. The Consultant shall perform the services required as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Scope of Service set forth in this Agreement and the compensation to the Consultant for said Scope of Services is based upon the Consultant and the City each performing its responsibilities in a timely manner.

300.2 *Performance Schedule.* The parties hereto have agreed to a general performance schedule (the "Performance Schedule") which is set forth herein. Subsequent to the execution of this Agreement, the Consultant shall furnish to the City's Representative for approval a more detailed schedule of performance (herein the "Detailed Performance Schedule").

300.3 *Revised Performance Schedule.* If the Consultant's performance is delayed or the sequence of tasks changed, the Consultant shall notify the City's Representative in writing of the reasons for the delay or the change. The Consultant shall then prepare a revised General and Detailed Performance Schedule for submission to and approval by the City's Representative.

ARTICLE 301: PERFORMANCE SCHEDULE

301.1 The maximum allowed time to complete each phase of the work is shown in the following table:

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
70% DESIGN PHASE	100	
100% DESIGN PHASE	60	
BID PHASE	60	
CONSTRUCTION PHASE	150	
POST CONSTRUCTION PHASE	30	
TOTAL CALENDAR DAYS TO COMPLETE:	**400**	

ARTICLE 302: DESIGN AND PERMITTING SCHEDULE DELAYS

302.1 The Consultant declares that they are experienced and knowledgeable with all governmental, agency, and utility company design approval processes, procedures, applications, fees, design standards, reviews, required corrective actions, and time schedules required for the Project, and that the schedule set forth for the Scope of Services is reasonable and achievable within these design approval parameters.

302.2 Although it is acknowledged that neither the City nor the Consultant have full control over these design approval processes, the Consultant shall be held accountable for any impacts to the City resulting from their actions or lack of actions, including but not limited to their failure to make timely submittals, their failure to routinely follow-up on submittals, their failure to notify the City of anticipated delays and required design changes, and their failure to process and re-submit comments and corrections received in a timely manner.

ARTICLE 303: CONSTRUCTION SCHEDULE CHANGES

303.1 It is understood and agreed by the Consultant that, although the time required to construct the Project has yet to be estimated as of the date of this Agreement, the Consultant is knowledgeable and experienced in determining the estimated construction time required to construct public works projects including this specific project type, and further that the Consultant has an advisory role in helping the City establish the construction term to be included in the construction contract, and therefore has the ability to determine the Consultant's lump sum fee for the Construction Phase scope of services regardless of how long it takes to construct the Project and that the Consultant assumes all risks for changes in his costs to perform the scope of services agreed to in this Agreement due to the length of time it takes to construct the Project.

303.1.1 No adjustments shall be made to the Post Construction Phase fee due to extended schedules.

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

ARTICLE 400: TOTAL COMPENSATION

400.1 The total compensation to be paid to the Consultant for performance of this Agreement including Basic Services, Additional Services, and Reimbursable Expenses shall not exceed **$500,571.00**. Increases to total compensation may only be authorized by written amendment to this Agreement. This total compensation amount is comprised of the parts described in this Exhibit "D" (Fee Breakdown).

ARTICLE 401: BASIC SERVICES PAYMENT BASED UPON COMPLETION OF TASKS

401.1 The City agrees to pay the fixed fee attributable to each task and, if applicable, each subtask, set forth in Exhibit "A" (Scope of Services) which is completed by the Consultant. The Consultant agrees to perform the services necessary to complete each task and, if applicable, each subtask, for the amount of the fixed fee set forth in this Exhibit "D" (Fee Breakdown). Payment shall be made for completed tasks pursuant to monthly invoices submitted in accordance with the Agreement. The fixed fee shall constitute the entire compensation to be paid to the Consultant regardless of the number of man-hours actually expended to complete the performance of the services set forth in Exhibit "A" (Scope of Services).

BASIC SERVICES		REMARKS
TOTAL NOT TO EXCEED COST	$405,571.00	

401.1 The following table(s) show the breakdown of the Total Not to Exceed Cost for Basic Services by Task.

401.2 The table(s) show the fixed cost for each task along with the estimated hours to be expended by various Consultant personnel over the course of the Project for each of the various tasks, and/or the dollar value of the estimated hours. Although this table represents the basis for how the Total Not to Exceed Cost for Basic Services was established, the personnel, hours, and dollar value of the hours shown are not a part of this Agreement and are not to be used as the basis for payment. The fee for each task is a fixed fee regardless of the number of man-hours expended to complete each task or the personnel used to perform the work.

401.3 The scope of work for each of the tasks may be adjusted by the City Representative over the course of the Project, including establishing new tasks or the deletion of listed tasks. The cost of these adjustments shall be calculated utilizing the rates agreed to in this Agreement to the extent they are applicable.

401.4 The City Representative shall have the authority to make such work scope adjustments to the line item tasks contained within Basic Services without processing this Agreement for an amendment to be approved and signed by City Council or their designee, if (1) the revisions are documented in writing signed by the Consultant and City prior to performance, (2) the Total Not to Exceed Cost for Basic Services is not exceeded, and (3) the change(s) are within the scope of the Project.

EXHIBIT D-1: BASIC SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	Project Principal	Project Manager	Lead Designer	QA/QC	Project Engineer	Field Services	Cadd Technician	Clerical/ Admin	Project Controller	Hours Subtotal	Direct Expenses	Lump Sum Task Amounts
		$236	$195	$137	$205	$101	$101	$92	$74	$97			
101	PRELIMINARY AND GENERAL ITEMS												
101.1	Project Management	40	60	120	24	0	0	0	40	80	364	$1,500.00	$54,720
101.2	Kick-Off Meeting and Progress Meetings	12	24	24	0	12	0	0	12	0	84	$500.00	$13,400
101.3	Utility and Agency Coordination	0	16	16	0	24	0	0	4	0	60	$300.00	$8,332
101.5	Project Permits	0	8	8	0	24	0	0	4	0	44	$200.00	$5,576
101	Subtotal Hours	52	108	168	24	60	0	0	60	80	552		
101	Subtotal Fee	$12,272.00	$21,060.00	$23,016.00	$4,920.00	$6,060.00	$0.00	$0.00	$4,440.00	$7,760.00		$2,500.00	$82,028
102	70% DESIGN PHASE												
102.1	Survey	0	8	8	0	2	0	0	2	0	20	$32,000.00	$35,006
102.2	Right-of-Way	0	4	16	0	16	0	32	2	0	70	$300.00	$7,980
102.3	Records Review, Information Research and Analysis of Data	0	8	24	0	0	40	0	2	0	74	$300.00	$9,336
102.3.4	Flow Monitoring		2	8			2		2		14	$17,725.00	$19,561
102.4	70% Design Submittal	16	40	80	8	200	0	160	120	0	624	$4,800.00	$72,776
102.4.3	70% Cost Estimate		8	16	2	24	0	0	4		54	$200.00	$7,082
102.4.5	70% Design Walk-Thru		4	8		16	0	0	8		36	$100.00	$4,184
102	Subtotal Hours	16	74	160	10	258	42	192	140	0	892		
102	Subtotal Fee	$3,776.00	$14,430.00	$21,920.00	$2,050.00	$26,058.00	$4,242.00	$17,664.00	$10,360.00	$0.00		$55,425.00	$155,925
103	100% DESIGN PHASE												
103.1	100% Design Submittal	8	40	120	8	160	0	120	120	0	576	$3,500.00	$67,348
103.2	100% Cost Estimate	0	4	8	0	16	0	0	2	0	30	$200.00	$3,840
103	Subtotal Hours	8	44	128	8	176	0	120	122	0	606		
103	Subtotal Fee	$1,888.00	$8,580.00	$17,536.00	$1,640.00	$17,776.00	$0.00	$11,040.00	$9,028.00	$0.00		$3,700.00	$71,188
104	BID PHASE												
104.1	Pre-Bid Conference	0	0	2	0	0	0	0	0	0	2	$100.00	$374
104.2	Bid Requests and Responses	0	8	16	0	24	0	16	8	0	72	$100.00	$8,340
104.3	Bid Opening and Review	0	0	2	0	0	0	0	0	0	2	$50.00	$324
104	Subtotal Hours	0	8	20	0	24	0	16	8	0	76		
104	Subtotal Fee	$0.00	$1,560.00	$2,740.00	$0.00	$2,424.00	$0.00	$1,472.00	$592.00	$0.00		$250.00	$9,038
105	CONSTRUCTION PHASE												
105.1	Pre-Construction Meeting	0	4	4	0	0	0	0	0	0	8	$50.00	$1,378
105.2	Submittal Review	0	24	60	0	160	0	0	120	0	364	$200.00	$38,140
105.3	Construction Support Services	0	40	100	0	130	0	0	40	0	310	$2,500.00	$40,090
105	Subtotal Hours	0	68	164	0	290	0	0	160	0	682		
105	Subtotal Fee	$0.00	$13,260.00	$22,468.00	$0.00	$29,290.00	$0.00	$0.00	$11,840.00	$0.00		$2,750.00	$79,608
106	POST CONSTRUCTION PHASE												
106.1	Record Drawings	0	0	16	4	0	0	40	8	0	68	$500.00	$7,784
106	Subtotal Hours	0	0	16	4	0	0	40	8	0	68		
106	Subtotal Fee	$0.00	$0.00	$2,192.00	$820.00	$0.00	$0.00	$3,680.00	$592.00	$0.00		$500.00	$7,784
	Total Basic Services Hours	76	302	656	45	808	42	368	498	80	2,876		
	Total Basic Services Fee	$17,936.00	$58,890.00	$89,872.00	$9,430.00	$81,608.00	$4,242.00	$33,856.00	$36,852.00	$7,760.00		$65,125.00	$405,571

ARTICLE 402: ALLOWANCE FOR ADDITIONAL SERVICES

402.1 A Not-To-Exceed Allowance for Additional Services is hereby established as set forth below. The City Representative has authority to pre-authorize in writing Additional Services up to the Total Not-To-Exceed Cost. Services performed prior to receiving the required written authorization or in excess of the Total Not-To-Exceed Cost shall not be obligated for compensation.

402.2 Additional Services are services that are not set forth in Exhibit "A" (Scope of Services).

402.3 The Consultant shall be compensated for Additional Services in accordance with the Additional Services fees set forth in Exhibit "E" (Additional Compensation), or if no Additional Service fee has been established for the service, in accordance with the Consultant Hourly Rates established in Exhibit "E" (Additional Compensation). Additional Service compensation disputes shall be resolved in accordance with the claims and disputes provisions of this Agreement and shall not be cause for the Consultant to delay providing requested services. Payment shall be made for each completed Additional Service pursuant to invoices submitted in accordance with the Agreement.

402.4 Increases to this Total Not-To-Exceed Cost for Additional Services may only be authorized by written amendment to this Agreement.

ADDITIONAL SERVICES ALLOWANCE		ALLOWED SERVICES
TOTAL NOT-TO-EXCEED COST	$95,000.00	See list below.

402.4.1 Additional Services may include, but are not limited to, the following:
402.4.2 **Addenda** – As required by the City, the Consultant shall assist the City with the preparation of contract addenda during the bid process.
402.4.3 **Additional Design Services** – As required by the City, Consultant shall perform additional design services required for the Project.
402.4.4 **Additional Topographic Survey** – As required by the City, Consultant shall obtain additional field measurements to supplement the original topographic mapping as requested by the client.
402.4.5 **As-Builts** – As requested by the City, Consultant shall provide As-Builts.
402.4.6 **Construction Assistance** – As required by the City, Consultant shall attend progress meetings during construction of the Project, respond to RFIs, assist with the processing of change orders; review Contractor's submittals (such as shop drawings, value engineering items, sample products, etc.); visit construction site to examine construction work; review claims and resolution of claims; attend final walk through; and assist with the punch list preparation.
402.4.7 **Dam Safety Permit** – As required by the City, Consultant shall coordinate with the State Engineer's Office and update the existing dam safety permit, if one is required for the Project.
402.4.8 **Drainage Study** – As required by the City, Consultant shall prepare a Drainage Study for the Project.
402.4.9 **Facility Specific Environmental Assessment** – As required by the City, Consultant shall prepare a Facility Specific Environmental Assessment.
402.4.10 **Flow Monitoring** – As required by the City, Consultant shall provide additional flow monitoring.
402.4.11 **Hydrology and Hydraulics** – As required by the City, Consultant shall provide additional hydrology and hydraulics.
402.4.12 **Master Plan Amendment** – As required by the City, Consultant shall revise and resubmit the Master Plan Amendment already performed by the City of Las Vegas.
402.4.13 **Public Meetings** – As required by the City, Consultant shall attend and participate in public meetings.
402.4.14 **Removal of Inflow/Infiltration Sources to Sanitary Sewer System** – As required by the City, Consultant shall provide design plans that redirect inflow/infiltration sources to the sanitary sewer to other authorized discharge systems.
402.4.15 **Right-of-Way** – As required by the City, Consultant shall obtain title report and legal descriptions, prepare exhibits and write legal descriptions in locations where additional right-of-way or easements are required for the Project.
402.4.16 **Section 404 Permit Application** – As required by the City, Consultant shall prepare the permit application and conduct environmental analysis in support of the Section 404 Permit.
402.4.17 **Sewer Design** – As required by the City, Consultant shall provide plan and profile design of new, reconstructed, or relocated sewer pipelines.
402.4.18 **Slope/Embankment Design** – As required by the City, Consultant shall provide additional design for treatment (soil cement, slope paving, etc.) to the detention basin embankments and slopes.
402.4.19 **Spillway/Energy Dissipater** – As required by the City, Consultant shall provide additional design for reconstruction of the Rainbow Detention Basin spillway and energy dissipater structure.
402.4.20 **Storm Drain Retrofit Design** – As required by the City, Consultant shall provide in-situ retrofit design of existing storm drain pipes.
402.4.21 **Structural** – As required by the City, Consultant shall provide additional structural design.
402.4.22 **Structural Design** – As required by design should the alternatives selection require a retaining walls, drainage structure or other structural design on the project.
402.4.23 **Structural Engineering** – The existing manholes and junction structures may need to be modified to provide access for the Contractor to rehabilitate the facilities. An allowance is provided to prepare the required structural modifications and/or new facilities to provide access.
402.4.24 **Survey** – As required by the design, Consultant shall obtain additional survey in critical areas of design to supplement the aerial mapping provided with the basic services. In addition, Consultant shall obtain additional survey for additional utility potholing.

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

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

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

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

ARTICLE 403: ALLOWANCE FOR REIMBURSABLE EXPENSES

403.1 For the Reimbursable Expenses allowed by Exhibit "E" (Additional Compensation), a Not-To-Exceed Allowance is hereby established as set forth below. The Consultant has determined that this Reimbursable Expense Allowance amount will not be exceeded for the allowed Reimbursable Expenses for performance of the Services set forth in Exhibit "A" (Scope of Services), and accordingly does hereby assume the risk to complete the performance of this Agreement without further compensation for Reimbursable Expenses should the costs exceed this Total Not-To-Exceed Cost for Reimbursable Expenses. Payment shall be made for each completed Reimbursable Expense pursuant to invoices submitted in accordance with the Agreement.

403.2 Expenses not listed in Exhibit "E" (Additional Compensation) as allowed Reimbursable Expenses shall not be compensated without amendment to this Agreement to allow them as Reimbursable Expenses. Increases to this Total Not-To-Exceed Cost for Reimbursable Expenses may only be authorized by written amendment to this Agreement.

REIMBURSABLE EXPENSE ALLOWANCE		REMARKS
TOTAL NOT-TO-EXCEED COST	$0.00	

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.

CLASSIFICATION	RATE	UNIT
Project Manager	$236	Per Hour
Lead Designer	$137	Per Hour
QA/QC	$205	Per Hour
Project Engineer	$101	Per Hour
Field Services	$101	Per Hour
Cadd Technician	$92	Per Hour
Clerical/Admin	$73	Per Hour
Project Controller	$97	Per Hour

ARTICLE 501: SUB-CONSULTANT HOURLY RATES

501.1 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.

SUBCONSULTANT #1 Epoch Land Surveying	RATE	UNIT
Survey Director	$95	Per Hour
1 Man Survey Crew	$110	Per Hour
2 Man Survey Crew	$115	Per Hour
Expert Testimony	$150	Per Hour
Water Rights Surveyor	$125	Per Hour

ARTICLE 502: ADDITIONAL SERVICES RATES

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

ADDITIONAL SERVICE	SUBMITTALS	SCHEDULE IMPACT	FIXED FEE
Reference the following Exhibit E-1: Additional Services Fee Breakdown.			$0
			$0
			$0

502.2 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.

502.3 The Consultant agrees to provide services in connection with the Project which are in addition to those required by Exhibit "A" for Basic Services as Additional Services if so requested by the City in writing. Such requests may included, but are not limited to, and are not necessarily indicated by this statement as being Additional Services rather than Basic Services: (i) significant changes in the Project's size, quality, complexity, budget, or time schedule, (ii) changes required due to conflicting instructions previously given by the City, (iii) changes required by the enactment or amendment to codes, laws or regulations subsequent to the preparation of such documents, (iv) services concerning the replacement of that portion of the Project damaged by fire or other cause, and (v) services made necessary by the default or failure of the Contractor including major defects or deficiencies in the construction.

EXHIBIT E-1: ADDITIONAL SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	Project Principal	Project Manager	Lead Designer	QA/QC	Project Engineer	Field Services	Cadd Technician	Clerical/ Admin	Project Controller	HOURS SUBTOTAL	Direct Expenses	Lump Sum Task Amounts
		$236	$195	$137	$205	$101	$101	$92	$74	$97			
	ADDITIONAL SERVICES												
	Additional Design Services	0	24	40	8	40	0	40	8	2	162	$0	$20,306
	Construction Assistance	0	24	40	0	80	0	4	8	2	158	$0	$19,394
	Flow Monitoring	0	0	8	0	8	8	0	0	0	24	$12,075	$14,787
	Right-of-Way	0	8	24	0	24	0	24	0	2	82	$0	$9,674
	Sewer Design	0	8	24	8	40	0	40	8	5	133	$0	$15,285
	Survey	0	0	8	0	4	0	0	0	2	14	$10,000	$11,694
	Utility Potholing	0	4	8	0	8	8	4	0	0	32	$0	$3,860
	Total Additional Services - Hours	**0**	**68**	**152**	**16**	**204**	**16**	**112**	**24**	**13**	**605**		
	Total Additional Services - Fee	**$0**	**$13,260**	**$20,824**	**$3,280**	**$20,604**	**$1,616**	**$10,304**	**$1,776**	**$1,261**		**$22,075**	**$95,000**

ARTICLE 503: REIMBURSABLE EXPENSES

503.1 The following Reimbursable Expenses are allowed:

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

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

503.3 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: Tim Parks, P.E.

600.2 PROGRAM MANAGER: Jeremy Leavitt, P.E.

ARTICLE 601: CONSULTANT'S PROJECT STAFF

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

601.1.1 CONSULTANT REPRESENTATIVE: Scott Christensen, P.E.

601.1.2 PROJECT MANAGER: Scot Christensen, P.E.

601.1.3 RESPONSIBLE IN CHARGE PERSON
List name of individual Engineer as licensed: Scott Christensen, P.E.

601.1.4 IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER
List Engineer license number: 11479

ARTICLE 602: CONSULTANT'S SUBCONSULTANTS

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

602.1.1 AERIAL MAPPING: Kenny Aerial (as a sub to Epoch Land Surveying, LLC)

602.1.2 LAND SURVEYOR: Epoch Land Surveying, LLC

602.1.3 FLOW MONITORING: ADS Environmental Services

END OF EXHIBIT "F"

EXHIBIT "G"

CERTIFICATE

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 **Contracting Entity**
LDR Engineering, Inc
Name
7180 Pollock Drive Ste 200
Address
Las Vegas, NV. 89119
Telephone
702-938-6000
EIN or DUNS

Block 2 **Description**
Subject Matter of Contract/Agreement:
RFP #:

Block 3 **Type of Business**							
☐	Individual	☐	Partnership	☐	Limited Liability Company	☑	Corporation

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 **Disclosure of Ownership and Principals**

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	See Attached		
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

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

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

Name of Attached Document: Directors & Officers

Date of Attached Document: NA Number of Pages: 12

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.

Wendy Wyngton
Name

4/22/10
Date

Subscribed and sworn to before me this 23 day of April, 2010.

Janice D. Schneider
Notary Public

Notary Public - State of Nevada
County of Clark
JANICE D. SCHNEIDER
My Appointment Expires
No: 06-107539-1 July 25, 2010

HDR Engineering, Inc.

Directors

Name	Title
Richard R Bell	Director
Gary L Bleeker	Director
James K Haney	Director
George A Little	Director

Officers

Name	Title
Richard R Bell	Chief Executive Officer
George A Little	President, Chief Operating Officer
Henry H Benjes	Executive Vice President
Gary L Bleeker	Executive Vice President
Timothy J Connolly	Executive Vice President
Terence C Cox	Executive Vice President
William M Dowd	Executive Vice President
James K Haney	Executive Vice President
Dennis C Hirschbrunner	Executive Vice President
Eric L Keen	Executive Vice President
Elwin M Larson	Executive Vice President
William H Raleigh	Executive Vice President
Richard J Vensas	Executive Vice President
William H Wadsworth	Executive Vice President
Kenneth E Aducci	Senior Vice President
David J Anderson	Senior Vice President
James B Andrews	Senior Vice President
Leroy E Baker	Senior Vice President
Ralph A Batenhorst	Senior Vice President
Stephen R Beard	Senior Vice President
Robert J Beduhn	Senior Vice President
Khalid Bekka	Senior Vice President
William E Bennett	Senior Vice President
Jeffrey S Berk	Senior Vice President
Michelle F Bissonnette	Senior Vice President
Bill Blaylock	Senior Vice President
Paul A Bowdoin	Senior Vice President
Lucille H Bowen	Senior Vice President
William W Brinker	Senior Vice President
Richard L Brooks	Senior Vice President
James R Brown	Senior Vice President
Dennis W Bruce	Senior Vice President
Ricardo N Calvo	Senior Vice President
Jay A Campbell	Senior Vice President
James A Cathcart	Senior Vice President
Kenneth L Choffel	Senior Vice President
Stanley A Christopher	Senior Vice President
Robert F Clair	Senior Vice President
David L Clark	Senior Vice President

Officers

Christopher E Claunch	Senior Vice President
James R Connell	Senior Vice President
David L Connelly	Senior Vice President
Paul E Cooke	Senior Vice President
C Edwin Copeland	Senior Vice President
Daniel D Costello	Senior Vice President
Timothy R Crockett	Senior Vice President
Jeff L Curren	Senior Vice President
Donald R Curtis	Senior Vice President
Mark R Dalton	Senior Vice President
William H Damon	Senior Vice President
Kevin Delange	Senior Vice President
John J Devine	Senior Vice President
Michael D Dingwell	Senior Vice President
Thomas A Donnelly	Senior Vice President
Glenn H Dostal	Senior Vice President
Marcia H Earle	Senior Vice President
Robert H Ellis	Senior Vice President
Glen E Ellmers	Senior Vice President
William F Ettlich	Senior Vice President
Brent R Felker	Senior Vice President
Timothy R Fleming	Senior Vice President
Lee E Frederiksen	Senior Vice President
Debra L Frye	Senior Vice President
Ralph W Gilbert	Senior Vice President
Susan K Gilbert	Senior Vice President
Neil A Graff	Senior Vice President
Herbert W Grubb	Senior Vice President
William B Hagood	Senior Vice President
Charles A Hales	Senior Vice President
David G Hammond	Senior Vice President
Jeffrey Han	Senior Vice President
Daniel A Harkins	Senior Vice President
Kenneth A Hartmann	Senior Vice President
Matthew J Harvey	Senior Vice President
Duane A Hippe	Senior Vice President
Mark D Hunsicker	Senior Vice President
Marilyn D Jackson	Senior Vice President
Craig W Jardine	Senior Vice President
W Roger Johnson	Senior Vice President
Martin J Joyce	Senior Vice President
Kelly J Kaatz	Senior Vice President
Steven A Keyes	Senior Vice President
Thomas T Kim	Senior Vice President
Gregory J Kirmeyer	Senior Vice President
David C Kramer	Senior Vice President
Lawrence A Kyle	Senior Vice President
David F LeCureux	Senior Vice President
James W Lee	Senior Vice President
Craig R Lenning	Senior Vice President

Officers

David L Lewis	Senior Vice President
Harold E Lewis	Senior Vice President
Larry D Low	Senior Vice President
John T Lucey	Senior Vice President
Neil J Lucey	Senior Vice President
Edwin C Luttrell	Senior Vice President
James M Lynch	Senior Vice President
William S M'Coy	Senior Vice President
Jeff B Massengill	Senior Vice President
Jan P Mazgaj	Senior Vice President
Peter M McGroddy	Senior Vice President
Thomas C McLaughlin	Senior Vice President
Kent L McWaters	Senior Vice President
Richard R Miller	Senior Vice President
Roger W Moody	Senior Vice President
James A Moore	Senior Vice President
John H Morton	Senior Vice President
Lewis K Mosteller	Senior Vice President
Werner G Mueller	Senior Vice President
Dale T Muellerleile	Senior Vice President
Joseph D Murdoch	Senior Vice President
Johannes B Neethling	Senior Vice President
Jason E Neil	Senior Vice President
Charles L O'Reilly	Senior Vice President
Craig R Olson	Senior Vice President
R Daniel Olson	Senior Vice President
Richard R Pannell	Senior Vice President
David A Peters	Senior Vice President
Melford J Placilla	Senior Vice President
John R Plattsmier	Senior Vice President
Charles C Plummer	Senior Vice President
Edward H Power	Senior Vice President
Joseph F Puzio	Senior Vice President
Dorothy G Raposa	Senior Vice President
David J Reardon	Senior Vice President
Edward E Reese	Senior Vice President
Robert J Rella	Senior Vice President
Laurie L Roden	Senior Vice President
John W Rushing	Senior Vice President
Thomas M Sanders	Senior Vice President
Charles R Scroggin	Senior Vice President
James A Shiner	Senior Vice President
Darryl J Shoemaker	Senior Vice President
Judith A Shulman	Senior Vice President
Charles T Sinclair	Senior Vice President
Michael J Skelly	Senior Vice President
Kenneth A Smith	Senior Vice President
Thomas P Smithberger	Senior Vice President
Kirk A Stull	Senior Vice President
Kendal R Tanner	Senior Vice President

Officers

John B Tarantino	Senior Vice President
John C Tarbell	Senior Vice President
David M Taylor	Senior Vice President
Edward M Tenny	Senior Vice President
Matthew B Tondl	Senior Vice President
Pasquale A Tulino	Senior Vice President
Robert D Turton	Senior Vice President
Mary K Wees	Senior Vice President
Bruce R Willey	Senior Vice President
John F Williams	Senior Vice President
Robert B Williams	Senior Vice President
Mark L Wollschlager	Senior Vice President
Kenneth J Wright	Senior Vice President
John M Yadlosky	Senior Vice President
Robert J Yechout	Senior Vice President
Russell L Zapalac	Senior Vice President
Carmen B Abad-Fitts	Vice President
Ruth C Abbe	Vice President
Roy K Abe	Vice President
Bassam C Abi-Samra	Vice President
William K Ahlert	Vice President
Paul M Alsina	Vice President
Robert L Anderson	Vice President
Alfredo F Arce	Vice President
Thomas W Atkins	Vice President
James A Bagwell	Vice President
Eugene N Balter	Vice President
Subrata Bandyopadhyay	Vice President
Norman J Barker	Vice President
Samuel R Barnes	Vice President
Elena R Barnett	Vice President
William E Barnhart	Vice President
Michael J Barton	Vice President
Adel A Bassyouni	Vice President
Lucas A Bathurst	Vice President
Vicki J Beaubien	Vice President
Robert R Becker	Vice President
Timothy R Bennett	Vice President
Eric G Berggren	Vice President
Steven R Bergman	Vice President
Todd B Bethard	Vice President
Douglas K Biglen	Vice President
Daniel W Billman	Vice President
Brian D Bird	Vice President
Edward C Bishop	Vice President
Douglas J Bisson	Vice President
Bryan Black	Vice President
Claude T Bland	Vice President
Donna R Bloom	Vice President
Robert M Boling	Vice President

Officers

James W Booty	Vice President
Mark D Borenstein	Vice President
Paul R Bott	Vice President
Charles J Brackett	Vice President
Greg G Bradshaw	Vice President
Peter J Brakenhoff	Vice President
Paul M Bratovich	Vice President
Kenneth F Briggs III	Vice President
Robert D Brittain	Vice President
Jerome W Brown	Vice President
Matthew A Bunner	Vice President
David W Buras	Vice President
William D Burgel	Vice President
John M Buttenob	Vice President
Brent A Cain	Vice President
Thomas H Caldwell	Vice President
Nelson E Canjura	Vice President
Garson C Carothers	Vice President
Steven M Carroll	Vice President
Donald J Castro	Vice President
Yu-Jung Chang	Vice President
John M Chapman	Vice President
Jay L Chiglo	Vice President
James J Christensen	Vice President
Virginia Cisneros	Vice President
Craig A Close	Vice President
Samuel D Cobb	Vice President
Lincoln D Cochran	Vice President
Alan S Cohen	Vice President
Richard R Coles	Vice President
Kevin R Collins	Vice President
Arthur B Colwell	Vice President
Michael J Condran	Vice President
Robert E Cone	Vice President
Donald F Connors	Vice President
David R Conover	Vice President
Michael J Conzett	Vice President
William R Cowdrey	Vice President
John L Craig	Vice President
Hubert L Cronister	Vice President
Miles L Cross	Vice President
Carl E Crull	Vice President
David W Culligan	Vice President
Phillip S Curry	Vice President
Peter C Dadamo	Vice President
Amy S Dammarell	Vice President
Peter J Davis	Vice President
Nicholas H Davoren	Vice President
David M Dechant	Vice President
Betty J Dehoney	Vice President

Officers

Edward J Delaforest	Vice President
John M Dempsey	Vice President
Michael G Dodson	Vice President
Karen M Doherty	Vice President
Brian P Dolan	Vice President
Daniel E Domalik	Vice President
Edward E Donahue	Vice President
Timothy K Dougherty	Vice President
Jeffrey S Douglas	Vice President
Mike L Downing	Vice President
Richard M Duarte	Vice President
David D Dunn	Vice President
Victor J Duran	Vice President
John H Duschang	Vice President
Benedict R Edelen	Vice President
Ruedy P Edgington	Vice President
Allison M Edwards	Vice President
Douglas T Edwards	Vice President
Katherine W Eldridge	Vice President
Kurt W Emmerich	Vice President
John J Engel	Vice President
Patrick J Engelbert	Vice President
Thomas L Englert	Vice President
John R Evans II	Vice President
Tony W Everson	Vice President
Jason R Fanselau	Vice President
Gordon W Fassett	Vice President
Keith A Ferguson	Vice President
Matthew W Ferguson	Vice President
Kenneth P Ferjancic	Vice President
Stephen J Ferrell	Vice President
Kenneth C Fonnesbeck	Vice President
Mark E Forest	Vice President
John S Foster	Vice President
Garey W Foyt	Vice President
Larry W Frevert	Vice President
Karl J Fryklind	Vice President
Lester H Fukuda	Vice President
Robert Gary Fuller	Vice President
Thomas M Galeziewski	Vice President
Timothy J Gallagher	Vice President
Duane P Gapinski	Vice President
Guillermo E Garcia	Vice President
James W Garvin	Vice President
Darlene K Gee	Vice President
Gregory H Gesell	Vice President
James B Gibson	Vice President
Amy A Gilleran	Vice President
James R Glaser	Vice President
Jeffrey B Glover	Vice President

Officers

Roger S Goehri	Vice President
Oscar J Gonzalez	Vice President
Thomas E Gould	Vice President
Daniel J Graber	Vice President
David R Grady	Vice President
Karen A Graham	Vice President
Michael G Greenberg	Vice President
Dennis E Grennan	Vice President
Bruce A Grenoble	Vice President
William Gross	Vice President
Nancy A Gruwell	Vice President
Peter W Guletsky	Vice President
Adrian A Gunderson	Vice President
Carlton L Haack	Vice President
Craig E Habben	Vice President
Edith M Hadler	Vice President
Mark J Hammer	Vice President
Christopher M Haney	Vice President
Steven C Hankins	Vice President
Daniel J Harmon	Vice President
Michael C Harrison	Vice President
Gerald J Hauske	Vice President
Douglas C Hearn	Vice President
Philip C Heckler	Vice President
Julie A Hellmann	Vice President
Melissa J Hennessy	Vice President
Edward J Herald	Vice President
Lewis R Herrington	Vice President
Laurie W Herson	Vice President
John F Hesterman	Vice President
Jaime F Higgins	Vice President
Steven R Hill	Vice President
Francis T Hino	Vice President
Wallace Hise	Vice President
Steven H Hoff	Vice President
Donald R Holcomb	Vice President
Jeremy L Holland	Vice President
Charles J Hookham	Vice President
Richard T Horton	Vice President
James D Howells	Vice President
Bruce J Howie	Vice President
Wendy J Hoyt	Vice President
Adrian J Huckabee	Vice President
Todd M Hudak	Vice President
Roger T Hunt	Vice President
John B Hyre	Vice President
Rashed T Islam	Vice President
Joseph A Izzo	Vice President
Vincent J Izzo	Vice President
Brent W Jensen	Vice President

Officers

Bradford L Johnson	Vice President
David C Johnson	Vice President
Erik B Johnson	Vice President
Michael T Johnson	Vice President
Michael W Johnson	Vice President
Thomas L Johnson	Vice President
Douglas B Jones	Vice President
Edward C Junod	Vice President
Michael P Kalis	Vice President
David W Kasper	Vice President
David P Keil	Vice President
Kevin K Keller	Vice President
Robert E Kellner	Vice President
Trent L Kelso	Vice President
Gregory A Kempf	Vice President
Kevin A Kennedy	Vice President
Hussein H Khalil	Vice President
Anwar A Khan	Vice President
Madhusudhan R Kilambi	Vice President
Robert D King	Vice President
David J Kinnear	Vice President
Ronald H Kinoshita	Vice President
Robert Klovsky	Vice President
John E Koch	Vice President
Daryl A Kottwitz	Vice President
Leslie F Kramer	Vice President
Barry S Kravitz	Vice President
Louis E Krug	Vice President
Christopher La Tuso	Vice President
John Lam	Vice President
Jay R Larson	Vice President
John R Larson	Vice President
Susanna M Laszlo	Vice President
Andre E Lauzier	Vice President
John C Lazzara	Vice President
Robert E Leahey	Vice President
Carlo F Lebron	Vice President
Kevin J Leonard	Vice President
Michelle P Leonard	Vice President
Brian J Leshko	Vice President
Samuel P Less	Vice President
Joe C Lewis	Vice President
Edward J Liebsch	Vice President
Kuang Y Lim	Vice President
Wayne P Lindsay	Vice President
George W Link	Vice President
Ricky L Llewellyn	Vice President
Joseph LoBuono	Vice President
Michael V Loo	Vice President
Juan C Lopez-Paniagua	Vice President

Officers

Kenneth J Lowrey	Vice President
Chad A Luedtke	Vice President
Hassan A Mahan	Vice President
Don P Manthe	Vice President
Joyce M Mariani	Vice President
Robert B Martin	Vice President
Gregory J Martinez	Vice President
Phillip J Mason	Vice President
Ronald C Mason	Vice President
Todd A Mattson	Vice President
John M Maxwell	Vice President
Kevin P Mc Carty	Vice President
Donald L McCammon	Vice President
Craig S McColloch	Vice President
Richard W McCollum	Vice President
James McConnell	Vice President
Michael J McGlashan	Vice President
Michael J McGowan	Vice President
Amanda B McInnis	Vice President
John M McInturff	Vice President
Mark McLaren	Vice President
John L McPherson	Vice President
Eric A Mead	Vice President
David A Meier	Vice President
Aaron M Meilleur	Vice President
Barry J Meyer	Vice President
Kelly R Meyer	Vice President
Ramon F Miguez	Vice President
Daniel C Miller	Vice President
Pamela G Miller	Vice President
Daniel W Mitas	Vice President
Prabhat K Mohanty	Vice President
Kerry A Moore	Vice President
Teri J Morgan	Vice President
Thomas A Morreale	Vice President
Louis P Morris	Vice President
James P Morrison	Vice President
Michael E Murphy	Vice President
Michael M Murphy	Vice President
Michael R Murray	Vice President
Roger W Nagel	Vice President
Robert R Neff	Vice President
Richard M Niedergeses	Vice President
C Michael Ofenstein	Vice President
Ronald G Ohlsen	Vice President
Jeffrey S Olsen	Vice President
Craig A Olson	Vice President
J David Olson	Vice President
Randall C Osburn	Vice President
Don B Owings	Vice President

Officers

Vivian L Pappel	Vice President
Danny C Park	Vice President
Dan L Pecha	Vice President
Patrick J Pechnick	Vice President
James P Pembroke	Vice President
James C Peterson	Vice President
Albert C Petrasek	Vice President
Samuel M Planck	Vice President
Neil A Porto	Vice President
Bruce N Poteet	Vice President
Ronald F Poulsen	Vice President
Robert L Preston	Vice President
Kristina M Price	Vice President
Michael A Principe	Vice President
Marlus K Prior	Vice President
James F Prossick	Vice President
Michael P Quinn	Vice President
Thomas A Quinn	Vice President
Timothy J Raibley	Vice President
Danny L Rakestraw	Vice President
Alison L Ratliff	Vice President
Joseph C Readling	Vice President
Lisa M Reece	Vice President
Gareth T Rees	Vice President
Steve H Reiber	Vice President
Kurt W Reichelt	Vice President
Peter E Reilly	Vice President
Ray E Reissener	Vice President
Robert C Riede	Vice President
Mark G Roberts	Vice President
Charles R Robinson	Vice President
Kirk C Rodgers	Vice President
Barry O Rolle	Vice President
Lawrence S Romaine	Vice President
David L Roohk	Vice President
Heidi R W Ross	Vice President
Philip E Rossbach	Vice President
Alan D Roth	Vice President
John D Rudloff	Vice President
Scott A Rustand	Vice President
Daniel W Ruth	Vice President
Thomas R Schaffer	Vice President
James K Schroeder	Vice President
Suzanna B Schroeder	Vice President
Dennis W Schulze	Vice President
Bahram Seifipour	Vice President
Mark H Seits	Vice President
Matthew J Selinger	Vice President
Kristine K Shaner	Vice President
William H Sharp	Vice President

Officers

James M Sheahan	Vice President
Steven L Shelton	Vice President
John E Sherk	Vice President
Wayne G Short	Vice President
Michael J Shostak	Vice President
Michael D Siedschlag	Vice President
William B Sigler	Vice President
Mark J Sikora	Vice President
Christine E Skinner	Vice President
David R Skinner	Vice President
Kenneth L Smith	Vice President
Warren N Smith	Vice President
Kevin P Snyder	Vice President
Marc K Soronson	Vice President
Ronald J Sova	Vice President
Stephen D Spain	Vice President
Kandi K Srb-Vampola	Vice President
Kenneth F Standig	Vice President
Derek C Staton	Vice President
John P Steinert	Vice President
Jerry L Stevens	Vice President
Michael V Stimac	Vice President
Bradford M Stone	Vice President
Gregory J Stonehouse	Vice President
Richard G Stratton	Vice President
Guillermo Jose Suero	Vice President
Jackie L Sullivan	Vice President
Brian A Swindell	Vice President
Gregory T Swoboda	Vice President
Peter C Talbot	Vice President
Jon M Tanner	Vice President
Chester A Teaford	Vice President
Lolene J Terry	Vice President
James A Thomas	Vice President
Kathryn W Thompson	Vice President
George E Tillett	Vice President
Brent A Tippey	Vice President
Donald R Tone	Vice President
David J Traeger	Vice President
Paul M Tremel	Vice President
Lisa M Tuck	Vice President
Michael F Tugman	Vice President
Theunis A van der Veen	Vice President
Dempsey M Vass	Vice President
Samuel K Vaugh	Vice President
Lorraine K Veltri	Vice President
Perincherry Vijayakumar	Vice President
John A Villager	Vice President
David J Vozzolo	Vice President
George M Waldow	Vice President

Officers

Harry B Walker	Vice President
Roni Werman	Vice President
Eric A Wessels	Vice President
Lisa M Wheatly	Vice President
Stephanie L White	Vice President
E Duwain Whitis	Vice President
Gary A Wilken	Vice President
Bradley C Williams	Vice President
George Eric Williams	Vice President
Stanley T Williams	Vice President
Stephen C Wilson	Vice President
John E Wimberly	Vice President
Raymond A Wingert	Vice President
Paul T Witt	Vice President
Alicia K Wittberger	Vice President
Brett D Wolfe	Vice President
George M Woolwine	Vice President
Carol Corse Worsham	Vice President
Thomas G Wos	Vice President
William F Zimmerman	Vice President
Louis J Pachman	Secretary
Bonnie J Kudron	Assistant Secretary
Chad M Hartnett	Treasurer
Alan G Oleson	Assistant Treasurer

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 2, 2010

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

SUBJECT:
Approval of award of Agreement No. 100208-TF, Prime Design Services Agreement for Downtown Interceptor Sewer Rehabilitation located in Oakey Boulevard to St. Louis Avenue, Westwood Drive to Fremont Drive, Fremont Drive to East Glen Avenue, and East Glen Avenue to Dalhart Avenue - Department of Public Works - Award recommended to: CAROLLO ENGINEERS ($705,826 - Sanitation Enterprise Fund) - Wards 1 and 3 (Tarkanian and Reese)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $705,826
Funding Source: Sanitation EF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
Services to be rendered include design for the rehabilitation of approximately 6900 feet of interceptor pipe. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: T. Fernandez
POC: E. Leveque - (702) 792-3711

RECOMMENDATION:
That City Council approve Agreement No. 100208-TF, Prime Design Services Agreement for Downtown Interceptor Sewer Rehabilitation to Carollo Engineers in the amount of $705,826. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Agreement No. 100208-TF
2. Certificate - Disclosure of Ownership/Principals

PRIME DESIGN SERVICES AGREEMENT FOR DOWNTOWN INTERCEPTOR SEWER REHABILITATION

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) 382-8551**, and **CAROLLO ENGINEERS**, (the "Consultant"), a **Corporation**, whose address is **376 East Warm Springs Rd, Suite 250, Las Vegas, NV 89119**, and fax number is **(702) 792-4533**.

WITNESSETH:

WHEREAS, the City intends to construct the **Downtown Interceptor** Sewer Rehabilitation (herein the "Project"); and

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

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

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

SECTION ONE
CONSULTANT RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

1.08 ***Responsibility for Construction Document Revisions.***

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

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

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

SECTION TWO
CITY RESPONSIBILITIES

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

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

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

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

SECTION THREE
CHANGES TO CONSULTANT'S SERVICES

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

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

SECTION FOUR
ADDITIONAL SERVICES OF CONSULTANT

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

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

SECTION FIVE
SUBCONSULTANT AGREEMENT

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

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

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

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

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

SECTION SIX
TERM OF AGREEMENT

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

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

SECTION SEVEN
COMPENSATION AND TERMS OF PAYMENT

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

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

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

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

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

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

SECTION EIGHT
PERFORMANCE SCHEDULE

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

SECTION NINE
AUDIT: ACCESS TO RECORDS

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

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

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

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

SECTION TEN
MISCELLANEOUS PROVISIONS

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

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

(i) the Consultant was not a contributing cause for the suspension,
(ii) the Consultant has not received an equitable adjustment under another provision of this Agreement, and
(iii) the Consultant could not mitigate the increase in the performance cost,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.04 ***Ownership of Documents.***

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

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

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

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

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

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

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

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

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

C. ***Commercial Automobile Liability Insurance.*** This insurance shall protect the Consultant from claims of limits no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used to the performance of services under this Contract. The policy must insure all vehicles owned by the Company and include coverage for hired and non-owned vehicles. The Consultant's automobile liability insurance policies shall be endorsed to include the City as an additional insured.

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

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

F. ***Certificates and Endorsements.*** The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed $25,000 without the written approval of the City. The Consultant shall deliver to the City's authorized designated representative named in **Exhibit "B"** (Required Submittals) certificates indicating that such insurance is in effect before any services are provided under this Agreement and renewal certificates not less than 30 days prior to the expiration date of any policy.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST

Beverly K. Bridges, MMC, City Clerk Date

CITY OF LAS VEGAS

By_____
Kathleen C. Rainey, Manager
Purchasing & Contracts

APPROVED AS TO FORM

John S. Ridilla 5/12/10
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

CONSULTANT

By_____
Eric G. Leveque, P.E., Carollo Engineers

LIST OF EXHIBITS

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " ADDITIONAL COMPENSATION

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " DISCLOSURE OF OWNERSHIP/PRINCIPALS

EXHIBIT "A"

SCOPE OF SERVICES

ARTICLE 100: GENERAL INFORMATION

100.1 Project Overview

100.1.1 Project Overview Description

Design for the trenchless rehabilitation of approximately 6,950 feet of interceptor pipe consisting of 2,500 feet of 42-inch diameter sewer, 1,200 feet of 45-inch diameter sewer, 850 feet of 48-inch diameter sewer, 1,600 feet of 51-inch diameter sewer, and 800 feet of 54-inch diameter unlined reinforced concrete sewer in Oakey Boulevard/St. Louis Avenue from Westwood Drive to Fremont Drive, Fremont Drive to East Glen Avenue, East Glen Avenue to Dalhart Avenue. Past assessment televising of aging sewer and manholes has revealed structural defects which indicate potential for failure. This Project also includes development of a practicable scheme for diversion and/or temporary bypass pumping of sewage during construction, flow monitoring, and condition assessment of new CCTV inspection data provided by the City. Condition Assessment will validate rehabilitation quantities. Primary trenchless technology method will be Cured-in-Place Pipe (CIPP). Additionally, this work includes the rehabilitation of approximately 19 sewer manholes.

100.2 Construction Cost Budget

100.2.1 Construction Cost Budget: **$0.00**

100.3 Project Contact Information

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

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

100.4 Plan Control and Standards

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

100.4.1.1 Policy on Geometric Design of Highways and Streets (AASHTO)
100.4.1.2 Uniform Standard Specifications for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada
100.4.1.3 Uniform Standard Drawings for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada, Volume I and Volume II
100.4.1.4 Nevada Department of Transportation (NDOT) Standard Plans for Road and Bridge Construction and NDOT Standard Specifications for Road and Bridge Construction
100.4.1.5 Manual on Uniform Traffic Control Devices
100.4.1.6 Clark County Regional Flood Control District's Hydrologic Criteria and Drainage Design Manual
100.4.1.7 Las Vegas Valley Flood Control Master Plan Update (MPU), current edition
100.4.1.8 Central Neighborhood Flood Control Master Plan, Volume I & II, March 2005
100.4.1.9 Las Vegas Valley Water District (LVVWD) Rules and Regulations
100.4.1.10 Uniform Design and Construction Standards for Water Distribution Systems, Clark County, Nevada
100.4.1.11 Design and Construction Standards for Wastewater Collection Systems, Southern Nevada
100.4.1.12 Freeway and Arterial System of Transportation (FAST) standards

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

100.5 Changes to Scope of Services

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

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

100.6 Responsibilities of the Consultant

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

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

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

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

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

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

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

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

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

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

100.6.11 Plan and Special Provision Production and Submission

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

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

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

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

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

100.6.12 Cost Estimates

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

100.6.13 Construction Change Orders

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

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

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

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

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

100.6.14.1 Article 101 – Preliminary and General Items

100.6.14.2 Article 102 – 70% Design Phase

100.6.14.3 Article 103 – 100% Design Phase

100.6.14.4 Article 104 – Bid Phase

100.6.14.5 Article 105 – Construction Phase

100.6.14.6 Article 106 – Post Construction Phase

100.7 Responsibilities of the City

100.7.1 The City shall be responsible for the following:

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

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

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

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

100.7.2 The City's Review Process

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

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

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

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

ARTICLE 101: PRELIMINARY AND GENERAL ITEMS

101.1 Project Management

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

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

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

101.2 Kick-Off Meeting and Design Progress Meetings

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

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

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

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

101.3 Utility and Agency Coordination

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

101.3.1.1 Clark County Regional Flood Control District ("CCRFCD")

101.3.1.2 Clark County Department of Public Works

101.3.1.3 City of North Las Vegas

101.3.1.4 City of Las Vegas departments, including but not limited to, Flood Control, Parks, Collection System Planning, Traffic Engineering, Field Operations, and Land Development

101.3.1.5 Las Vegas Valley Water District ("LVVWD") and Southern Nevada Water Authority ("SNWA")

101.3.1.6 Freeway and Arterial System of Transportation ("FAST")

101.3.1.7 Utility providers, including but not limited to, Nevada Power Company, Embarq, Cox Communications, Southwest Gas Corporation, AT&T Fiber Optic Cable

101.3.1.8 Nevada Department of Transportation ("NDOT") and

101.3.1.9 Other local and state agencies as required.

101.3.2 Major utility relocation design plans are not anticipated, unless otherwise mentioned in this scope of services, and will be paid for separately under Additional Services Tasks upon separate authorization by the City.

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

101.3.4 The Consultant shall submit design plans for review from the various utility companies for the 70% and 100% Pre-Final submittals.

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

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

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

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

101.3.9 Deliverables: Project Plans to be sent to the Utility Companies at each design level (70% and 100% Pre-Final); and final mylar's with impacted utilities approval signatures.

101.4 Project Permits

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

101.4.2 The following permits are anticipated for this project :

101.4.2.1 Clark County Encroachment Permit
101.4.2.2 Nevada Department of Transportation (NDOT) Encroachment Permit

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

101.4.4 Deliverables: Matrix of require permits; correspondence; preparation of permit applications.

ARTICLE 102: 70% DESIGN PHASE

102.1 Survey

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

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

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

102.1.2.7 The Consultant will coordinate any required private property access with the City's Representative.

102.2 Right-of-Way

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

102.2.2 Based on the 70% design, the Consultant will identify any additional right-of-way, including permanent right of way and easements and authorizations to enter property ("AEP") to be acquired. A summary of proposed right of way acquisition will be provided by the Consultant in Microsoft Excel 2007 format in the format provided by the City Representative. During the 70% design review, the City will work with the Consultant to finalize project right-of-way requirements.

102.2.3 70% Submittal. Consultant shall prepare 24" x 36" exhibits that shall show all needed right-of-way, easements, AEP's, etc. at the 70% design level. The Consultant shall provide legal descriptions as needed for all right-of-way easements, etc. that are required. The Consultant shall update the right-of-way property schedule, outlined in 102.2.1, to create an acquisition status table showing parcel numbers, acquisition type, acquisition status, property owner and contact information.

102.2.4 100% Pre-Final Submittal. Consultant shall update the 24" x 36" exhibits to show the acquired right-of-way, easements and AEP's. The acquisition status table shall be updated and submitted to the City for review. Consultant shall clearly identify, in the acquisition table, any right-of-way, easements or AEP's that have not been acquired and an explanation for not having acquired the right-of-way, easement or AEP.

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

102.2.6 Deliverables: 24" x 36" exhibits at the 70% Submittal as outlined in 102.2.3; Legal Descriptions; Acquisition Status Table; 24" x 36" exhibits at the 100% Pre-Final Submittal as outlined in 102.2.4; Summary Letter of Right-of-Way, Easements and AEP status.

102.3 Records Review, Information Research and Analysis of Data

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

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

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

102.3.4 Flow Monitoring – Consultant, through its subconsultant, shall monitor flows in the subject piping at three separate simultaneous locations for seven days, recorded in ½ hour increments and at one additional location in the tributary area upstream during the same period. This information will be used for developing flow bypass pumping and rerouting scheme development. Additional flow monitoring will be per Exhibit "E" "Additional Compensation".

102.3.5 Geotechnical Information

102.3.5.1 Geotechnical Investigation – The Consultant shall provide a Geotechnical Data Report and a Geotechnical Interpretive Report as detailed below, the drafts of these reports will be included in the Preliminary Design Report:

102.3.5.2 Geotechnical Data Report is a compilation of geotechnical information about the Project site discovered during investigations of the site required for preparation of the Soils Report. This report may include boring logs and tests, but excludes interpretations and recommendations. The Geotechnical Data Report will be included and incorporated into the Contract Documents, with the following instructions to the Contractor: "*This Geotechnical Data Report is provided for inspection and review only. The City cannot and does not warrant the accuracy or reliability of the information included in the Geotechnical Data Report. Such borings and data are subject to sampling errors. The Geotechnical Data Report was prepared for design purposes and may not provide sufficient data for bid preparation by some contractors. Bidders and the Contractor are solely responsible for assumptions, deductions, interpretations and conclusions they may make or obtain from any such information. The information contained in the Geotechnical Data Report is not to be used by the Contractor for any design work including the design of temporary construction facilities. The Geotechnical Data Report is provided in the Contract Documents with the express understanding of the preceding.*"

102.3.5.3 Geotechnical Interpretive Report is the geotechnical investigation report or geotechnical interpretive report prepared for the design of the Project including the initial report, attachments, and appendices. This report may include boring logs, tests, interpretations and recommendations. The Geotechnical Interpretive Report shall not be made available to bidders or incorporated as a part of the bid documents or Contract Documents. It is understood that information contained in the Geotechnical Interpretive Report is to be solely used for the design of the Project and estimating purposes and not by others for any purpose including construction. Bidders and the Contractor are solely responsible for assumptions, deductions and conclusions they may make or obtain from any such information.

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

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

102.3.5.6 Deliverables: The Consultant shall provide three (3) bound copies of each of the Geotechnical Data Report and the Geotechnical Interpretive Report to the City's Representative with the 70% Design Submittal.

102.3.6 Dewatering and Flow Bypassing – Consultant will perform a detailed analysis of the requirements for dewatering the pipelines and bypassing the flows for the trenchless rehabilitation methodology. Methodologies for dewatering and bypassing during construction will be developed including bypass pumping and possibly diverting all or portions of the flow to other trunk sewer upstream of the project area. The dewatering and flow bypassing scheme will be reviewed in-house for constructability as well as in detail with City engineering and traffic staff for practicability. Flow bypass piping is understood to require undergrounding where needed in NDOT Right-of-Way.

102.3.7 Utility Potholing – Based upon City review of the trenchless rehabilitation methodology, it is anticipated that potholing will not be required in the basic services of this Agreement. Potholing is provided for under Exhibit "E" "Additional Compensation".

102.3.8 Condition Assessment – The Consultant shall provide a condition assessment of CCTV inspection data provided by City. The assessment will provide the City a technical memorandum with table prioritizing pipes by condition, criticality, and probability of failure of NASSCO grades 5 and 4.

102.3.8.1 Deliverables: The Consultant shall submit technical memorandum with table of pipes with NASSCO grades 5 and 4 (in Excel spreadsheet or PDF formats).

102.4 70% Design Phase Submittal

102.4.1 70% Design Phase Plans

102.4.1.1 The 70% plans are to be prepared for the overall limits as agreed on and directed by the City of Las Vegas. The north arrow on all plan sheets shall point to the top or right side unless otherwise approved by the City. The plan and profile sheets shall be at 1" = 40' scale (or other scale as directed or approved by the Engineer) and appropriate vertical scale with stationing from left to right. All lettering shall be of sufficient size and clarity to permit easy reading when reduced to one-half (1/2) scale.

102.4.1.2 Deliverables: Submit two full size sets (24" X 36") and seven half size set (11" X 17") of the 70% Design Phase Plans to the City; Submit two full size sets (24" X 36") of the 70% Design Phase Plans to the Clark County; Submit 70% Design Phase Plans (size and number determined by each Utility Company submittal requirements) to the Utilities for review.

102.4.2 70% Design Phase Construction Cost Estimate - a Project cost estimate broken out by, bid item, and plan sheet shall be prepared by the Consultant in Excel format.

102.4.2.1 Deliverables: Submit two 70% cost estimates to the City in both hard copy and electronic format (excel spreadsheet, PDF format will not be accepted).

102.4.3 70% Design Phase Special Provisions - The Project Special Provisions shall be submitted utilizing the City's standard boilerplate set of Special Provisions provided. The Project Special Provisions shall use the same format as the *Uniform Standard Specifications for Public Works' Construction Off-Site Improvements Clark County Area Nevada*. All items of construction shown on the 70% Project Plans shall be represented in the Special Provisions as bid items utilizing the corresponding related specification section's nomenclature. The applicable items shall be described for the method of "Measurement" and "Payment" subsection for each section.

102.4.3.1 Deliverables: Submit four (4) copies of the bound Special Provisions to the City; Submit two (2) copies of the bound Special Provisions to the Clark County.

102.4.4 70% Walk Through - At the direction of the City, Consultant shall schedule a walkthrough of the Project with Clark County personnel and other stakeholders (other public agencies and utility providers) during the 70% Design Phase period. The Consultant will note any changes or adjustments to the plans as needed to fit field conditions and incorporate these changes into the 100% Pre-Final submittal. The intent of the walk through is to identify field conflicts in order to minimize potential significant changes to the design after the 70% Submittal.

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

102.4.5 Bidability and Constructability (B&C) - Consultant shall coordinate with a City selected B&C consultant or City in-house B&C review team. The Consultant will provide the B&C consultant or in-house B&C review team with the 70% submittal (and any other documents necessary to complete the B&C review). The City may also chose to provide the B&C consultant or in-house B&C review team with earlier submittals for review. Consultant shall attend meetings and respond to comments as required to resolve disagreements on B&C comments.

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

102.4.6.1 NDOT Encroachment Permit Initial Submittal: The Consultant shall prepare the initial application package to be submitted to the Nevada Department of Transportation for an encroachment permit for all areas encroaching NDOT's jurisdiction a the 90% level of completion. The contractor shall submit the final application. No payment of fees to NDOT is envisioned.

ARTICLE 103: 100% DESIGN PHASE

103.1 100% Design Phase Submittal

103.1.1 The 100% submittal shall include all the elements of Article 102 which shall be advanced to a completed level of design and shall incorporate comments from the 70% submittal. The 100% submittal will consist of two steps: (1) a **100% pre-final (bond) submittal** will be made for final comment by the City and Clark County; and (2) the Consultant will incorporate all comments on the pre-final submittal into the **100% final (mylar) submittal**. Plan set mylars and copies sealed in accordance with NRS 625, sealed Special Provisions, including Bid Proposal and Construction Cost Estimate shall be submitted to the City. The Engineer's estimate broken out by bid item, plan sheet and funding source will be submitted as a Microsoft Excel Work Sheet electronic file. The Consultant shall coordinate with utility companies and obtain all utility signatures on the Cover Sheet and elsewhere in the plans as required. Consultant shall submit a pre-mylar bond set of the final plans before preparing mylars for this project.

103.1.1.1 Deliverables for the 100% Pre-Final (Bond) Submittal: Submit seven copies of the half scale plans, two full size plans, four copies of the bound Special Provisions and 100% Pre-final Cost Estimate by funding source to the City. Submit two copies of the half scale plans, bound Special Provisions to the Clark County. Consultant shall submit the 100% Pre-Final (Bond) Submittal to the various utility companies for review.

103.1.1.2 Deliverables for the 100% Final (mylar) Submittal: One set of 24" X 36" mylar plan sheets stamped and signed by a Nevada P.E. which includes the cover sheet containing all approval signatures; One set of original Special Provisions (unbound) stamped and signed by a Nevada P.E.; One copy of the Final Cost Estimate in the City's Bid Schedule Format; One copy of the Final Plans shall be submitted to each of the Utility Companies; An electronic copy of the estimated construction schedule in Microsoft Project format will be submitted to the City; Electronic copies of both the plans (AutoCAD 2007 or lower format) and Special Provisions (Microsoft Word format) shall be submitted to the City. The Engineer's estimate will be submitted as a Microsoft Excel Work Sheet electronic file.

103.1.1.3 NDOT Encroachment Permit: The Consultant shall revise plans and submit application to the Nevada Department of Transportation for an encroachment permit final review, approval issuance with conditions. No payment of fees to NDOT is envisioned.

ARTICLE 104: BID PHASE

104.1 Pre-Bid Conference

104.1.1 The Consultant shall attend the pre-bid conference

104.2 Bid Requests and Responses

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

104.3 Bid Opening

104.3.1 The Consultant shall attend the bid opening.

ARTICLE 105: CONSTRUCTION PHASE

105.1 Pre-Construction Meeting

105.1.1 The Consultant shall attend the pre-construction meeting.

105.2 Submittal Review

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

105.3 Construction Support Services

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

105.3.1.1 Project Site Visits
105.3.1.2 Review of Submittals/Shop Drawings
105.3.1.3 Response to RFIs
105.3.1.4 Additional Design as needed
105.3.1.5 Additional Surveying as needed
105.3.1.6 Completion of Record Drawings

ARTICLE 106: POST CONSTRUCTION PHASE

106.1 Record Drawings

106.1.1 Based upon the Consultant's knowledge of the changes in the Project during the Construction Phase and review of the Contractor's final record documents, prepare Record Documents for the Project. The Consultant shall review and approve the Contractor's final record documents for clarity and completeness, coordinate needed corrections, and drafting all final corrections and coordination items submitted by the Contractor using the software package AutoCAD. The Consultant shall prepare and submit one (1) set of completed documents in electronic and signed (but not sealed) reproducible mylar form to the City.

106.1.2 Deliverables: As-builts

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 200: GENERAL

200.1 When requested by the City electronic files shall accompany hard copies for all submittals referenced in this paragraph and unless otherwise directed by the City. All cost estimates shall be provided in Microsoft Excel format, all schedules in Microsoft Project format, all Special Provisions in Microsoft Word format, all Bid Schedules in Microsoft Excel format and all spreadsheets associated with additional service requests in Microsoft Excel format. Pdf submittals will not be accepted unless specifically requested by the City.

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

200.3 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: NOTICE TO PROCEED

300.1 The start date for the Consultant's scope of services shall be, without any further notice requirement, the date of this Agreement signed by the parties. The Consultant shall perform the services required as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Scope of Service set forth in this Agreement and the compensation to the Consultant for said Scope of Services is based upon the Consultant and the City each performing its responsibilities in a timely manner.

300.2 *Performance Schedule.* The parties hereto have agreed to a general performance schedule (the "Performance Schedule") which is set forth herein. Subsequent to the execution of this Agreement, the Consultant shall furnish to the City's Representative for approval a more detailed schedule of performance (herein the "Detailed Performance Schedule").

300.3 *Revised Performance Schedule.* If the Consultant's performance is delayed or the sequence of tasks changed, the Consultant shall notify the City's Representative in writing of the reasons for the delay or the change. The Consultant shall then prepare a revised General and Detailed Performance Schedule for submission to and approval by the City's Representative.

ARTICLE 301: PERFORMANCE SCHEDULE

301.1 The maximum allowed time to complete each phase of the work is shown in the following table:

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
70% DESIGN PHASE	100	
100% DESIGN PHASE	60	
BID PHASE	60	
CONSTRUCTION PHASE	150	
POST CONSTRUCTION PHASE	30	
TOTAL CALENDAR DAYS TO COMPLETE:	**400**	

ARTICLE 302: DESIGN AND PERMITTING SCHEDULE DELAYS

302.1 The Consultant declares that they are experienced and knowledgeable with all governmental, agency, and utility company design approval processes, procedures, applications, fees, design standards, reviews, required corrective actions, and time schedules required for the Project, and that the schedule set forth for the Scope of Services is reasonable and achievable within these design approval parameters.

302.2 Although it is acknowledged that neither the City nor the Consultant have full control over these design approval processes, the Consultant shall be held accountable for any impacts to the City resulting from their actions or lack of actions, including but not limited to their failure to make timely submittals, their failure to routinely follow-up on submittals, their failure to notify the City of anticipated delays and required design changes, and their failure to process and re-submit comments and corrections received in a timely manner.

ARTICLE 303: CONSTRUCTION SCHEDULE CHANGES

303.1 It is understood and agreed by the Consultant that, although the time required to construct the Project has yet to be estimated as of the date of this Agreement, the Consultant is knowledgeable and experienced in determining the estimated construction time required to construct public works projects including this specific project type, and further that the Consultant has an advisory role in helping the City establish the construction term to be included in the construction contract, and therefore has the ability to determine the Consultant's lump sum fee for the Construction Phase scope of services regardless of how long it takes to construct the Project and that the Consultant assumes all risks for changes in his costs to perform the scope of services agreed to in this Agreement due to the length of time it takes to construct the Project.

303.1.1 No adjustments shall be made to the Post Construction Phase fee due to extended schedules.

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

ARTICLE 400: TOTAL COMPENSATION

400.1 The total compensation to be paid to the Consultant for performance of this Agreement including Basic Services, Additional Services, and Reimbursable Expenses shall not exceed **$705,826.00**. Increases to total compensation may only be authorized by written amendment to this Agreement. This total compensation amount is comprised of the parts described in this Exhibit "D" (Fee Breakdown).

ARTICLE 401: BASIC SERVICES PAYMENT BASED UPON COMPLETION OF TASKS

401.1 The City agrees to pay the fixed fee attributable to each task and, if applicable, each subtask, set forth in Exhibit "A" (Scope of Services) which is completed by the Consultant. The Consultant agrees to perform the services necessary to complete each task and, if applicable, each subtask, for the amount of the fixed fee set forth in this Exhibit "D" (Fee Breakdown). Payment shall be made for completed tasks pursuant to monthly invoices submitted in accordance with the Agreement. The fixed fee shall constitute the entire compensation to be paid to the Consultant regardless of the number of man-hours actually expended to complete the performance of the services set forth in Exhibit "A" (Scope of Services).

BASIC SERVICES		REMARKS
TOTAL NOT TO EXCEED COST	$540,826.00	

401.1 The following table(s) show the breakdown of the Total Not to Exceed Cost for Basic Services by Task.

401.2 The table(s) show the fixed cost for each task along with the estimated hours to be expended by various Consultant personnel over the course of the Project for each of the various tasks, and/or the dollar value of the estimated hours. Although this table represents the basis for how the Total Not to Exceed Cost for Basic Services was established, the personnel, hours, and dollar value of the hours shown are not a part of this Agreement and are not to be used as the basis for payment. The fee for each task is a fixed fee regardless of the number of man-hours expended to complete each task or the personnel used to perform the work.

401.3 The scope of work for each of the tasks may be adjusted by the City Representative over the course of the Project, including establishing new tasks or the deletion of listed tasks. The cost of these adjustments shall be calculated utilizing the rates agreed to in this Agreement to the extent they are applicable.

401.4 The City Representative shall have the authority to make such work scope adjustments to the line item tasks contained within Basic Services without processing this Agreement for an amendment to be approved and signed by City Council or their designee, if (1) the revisions are documented in writing signed by the Consultant and City prior to performance, (2) the Total Not to Exceed Cost for Basic Services is not exceeded, and (3) the change(s) are within the scope of the Project.

EXHIBIT D-1: BASIC SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	Senior Professional	Lead Project Professional	Project Professional	Professional	Senior Technician	Document Processing	Hours Subtotal	Direct Expenses	Lump Sum Task Amounts
		$226	$205	$189	$158	$137	$81			
101	PRELIMINARY AND GENERAL ITEMS									
101.1	Project Management	40	160	80	0	0	40	320	$2,880.00	$63,080.00
101.2	Kick-Off Meeting and Progress Meetings	20	60	88	24	32	20	244	$11,596.00	$54,944.00
101.3	Utility and Agency Coordination	0	4	40	40	24	8	116	$1,144.00	$19,780.00
101.4	Project Permits	0	2	12	12	4	2	32	$388.00	$5,672.00
101	Subtotal Hours	60	226	220	76	60	70	712		
101	Subtotal Fee	$13,560.00	$46,330.00	$41,580.00	$12,008.00	$8,220.00	$5,670.00		$16,108.00	$143,476.00
102	70% DESIGN PHASE									
102.1	Survey	0	4	16	0	8	2	30	$60,960.00	$66,062.00
102.2	Right-of-Way	0	0	8	0	6	2	16	$144.00	$2,640.00
102.3	Records Review, Information Research and Analysis of Data	0	8	40	40	0	0	88	$792.00	$16,312.00
102.3.4	Flow Monitoring	0	4	10	10	0	2	26	$18,714.00	$23,166.00
102.3.5	Geotechnical Information	0	4	10	10	0	2	26	$35,514.00	$39,966.00
102.3.6	Dewatering and Flow Bypassing	0	8	20	20	0	0	48	$432.00	$9,012.00
102.3.7	Utility Potholing	0	0	0	0	0	0	0	$0.00	$0.00
102.3.8	Condition Assessment	4	12	80	40	24	24	184	$6,746.00	$36,781.00
102.4.1	70% Design Phase Plans	14	27	67	40	268	16	432	$6,500.00	$72,194.00
102.4.2	70% Design Phase Construction Cost Estimate	1	1	5	16	0	4	27	$243.00	$4,471.00
102.4.3	70% Design Phase Special Provisions	4	8	40	16	0	40	108	$972.00	$16,844.00
102.4.4	70% Walk Through	0	5	5	5	0	1	16	$144.00	$2,985.00
102.4.5	Bidability and Constructability Meeting	0	4	8	8	0	0	20	$180.00	$3,776.00
102.4.6	NDOT Enchroachment Permit - Initial Submittal	0	2	12	12	4	2	32	$288.00	$5,572.00
102	Subtotal Hours	23	87	321	217	310	95	1,053		
102	Subtotal Fee	$5,198.00	$17,835.00	$60,669.00	$34,286.00	$42,470.00	$7,695.00		$131,628.00	$299,781.00
103	100% DESIGN PHASE									
103.1.1.1	100% Pre-Final (Bond) Submittal	3	5	40	13	54	5	120	$2,680.00	$21,800.00
103.1.1.2	100% Final (Mylar) Submittal	3	5	16	11	24	13	72	$1,648.00	$12,454.00
103.1.1.3	NDOT Enchroachment Permit	0	2	4		2	2	10	$126.00	$1,728.00
103	Subtotal Hours	6	12	60	24	80	20	202		
103	Subtotal Fee	$1,356.00	$2,460.00	$11,340.00	$3,792.00	$10,960.00	$1,620.00		$4,454.00	$35,982.00
104	BID PHASE									
104.1	Pre-Bid Conference	0	4	0	0	0	0	4	$194.00	$1,014.00
104.2	Bid Requests and Responses	0	16	20	20	0	8	64	$676.00	$11,544.00
104.3	Bid Opening	0	2	0	0	0	0	2	$200.00	$610.00
104	Subtotal Hours	0	22	20	20	0	8	70		
104	Subtotal Fee	$0.00	$4,510.00	$3,780.00	$3,160.00	$0.00	$648.00		$1,070.00	$13,168.00
105	CONSTRUCTION PHASE									
105.1	Pre-Construction Meeting	0	3	0	0	0	0	3	$252.00	$867.00
105.2	Construction Support Services	8	24	60	60	0	40	192	$4,212.00	$35,000.00
105	Subtotal Hours	8	27	60	60	0	40	195		
105	Subtotal Fee	$1,808.00	$5,535.00	$11,340.00	$9,480.00	$0.00	$3,240.00		$4,464.00	$35,867.00
106	POST CONSTRUCTION PHASE									
106.1	Record Drawings	4	6	16	0	40	8	74	$1,266.00	$12,552.00
106	Subtotal Hours	4	6	16	0	40	8	74		
106	Subtotal Fee	$904.00	$1,230.00	$3,024.00	$0.00	$5,480.00	$648.00		$1,266.00	$12,552.00
	Total Basic Services Hours	101	380	697	397	490	241	2,306		
	Total Basic Services Fee	$22,826.00	$77,900.00	$131,733.00	$62,726.00	$67,130.00	$19,621.00		$158,990.00	$540,826.00

ARTICLE 402: ALLOWANCE FOR ADDITIONAL SERVICES

402.1 A Not-To-Exceed Allowance for Additional Services is hereby established as set forth below. The City Representative has authority to pre-authorize in writing Additional Services up to the Total Not-To-Exceed Cost. Services performed prior to receiving the required written authorization or in excess of the Total Not-To-Exceed Cost shall not be obligated for compensation.

402.2 Additional Services are services that are not set forth in Exhibit "A" (Scope of Services).

402.3 The Consultant shall be compensated for Additional Services in accordance with the Additional Services fees set forth in Exhibit "E" (Additional Compensation), or if no Additional Service fee has been established for the service, in accordance with the Consultant Hourly Rates established in Exhibit "E" (Additional Compensation). Additional Service compensation disputes shall be resolved in accordance with the claims and disputes provisions of this Agreement and shall not be cause for the Consultant to delay providing requested services. Payment shall be made for each completed Additional Service pursuant to invoices submitted in accordance with the Agreement.

402.4 Increases to this Total Not-To-Exceed Cost for Additional Services may only be authorized by written amendment to this Agreement.

ADDITIONAL SERVICES ALLOWANCE		ALLOWED SERVICES
TOTAL NOT-TO-EXCEED COST	$165,000.00	See list below.

402.4.1 Additional Services may include, but are not limited to, the following:

402.4.2 **Addenda** – As required by the City, the Consultant shall assist the City with the preparation of contract addenda during the bid process.

402.4.3 **Additional Design Services** – As required by the City, Consultant shall perform additional design services required for the Project.

402.4.4 **Additional Topographic Survey** – As required by the City, Consultant shall obtain additional field measurements to supplement the original topographic mapping as requested by the client.

402.4.5 **As-Builts** – As requested by the City, Consultant shall provide As-Builts.

402.4.6 **Construction Assistance** – As required by the City, Consultant shall attend progress meetings during construction of the Project, respond to RFIs, assist with the processing of change orders; review Contractor's submittals (such as shop drawings, value engineering items, sample products, etc.); visit construction site to examine construction work; review claims and resolution of claims; attend final walk through; and assist with the punch list preparation.

402.4.7 **Dam Safety Permit** – As required by the City, Consultant shall coordinate with the State Engineer's Office and update the existing dam safety permit, if one is required for the Project.

402.4.8 **Drainage Study** – As required by the City, Consultant shall prepare a Drainage Study for the Project.

402.4.9 **Facility Specific Environmental Assessment** – As required by the City, Consultant shall prepare a Facility Specific Environmental Assessment.

402.4.10 **Flow Monitoring** – As required by the City, Consultant shall provide additional flow monitoring.

402.4.11 **Hydrology and Hydraulics** – As required by the City, Consultant shall provide additional hydrology and hydraulics.

402.4.12 **Master Plan Amendment** – As required by the City, Consultant shall revise and resubmit the Master Plan Amendment already performed by the City of Las Vegas.

402.4.13 **Public Meetings** – As required by the City, Consultant shall attend and participate in public meetings.

402.4.14 **Removal of Inflow/Infiltration Sources to Sanitary Sewer System** – As required by the City, Consultant shall provide design plans that redirect inflow/infiltration sources to the sanitary sewer to other authorized discharge systems.

402.4.15 **Right-of-Way** – As required by the City, Consultant shall obtain title report and legal descriptions, prepare exhibits and write legal descriptions in locations where additional right-of-way or easements are required for the Project.

402.4.16 **Section 404 Permit Application** – As required by the City, Consultant shall prepare the permit application and conduct environmental analysis in support of the Section 404 Permit.

402.4.17 **Sewer Design** – As required by the City, Consultant shall provide plan and profile design of new, reconstructed, or relocated sewer pipelines.

402.4.18 **Slope/Embankment Design** – As required by the City, Consultant shall provide additional design for treatment (soil cement, slope paving, etc.) to the detention basin embankments and slopes.

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

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

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

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

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

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

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

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

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

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

ARTICLE 403: ALLOWANCE FOR REIMBURSABLE EXPENSES

403.1 For the Reimbursable Expenses allowed by Exhibit "E" (Additional Compensation), a Not-To-Exceed Allowance is hereby established as set forth below. The Consultant has determined that this Reimbursable Expense Allowance amount will not be exceeded for the allowed Reimbursable Expenses for performance of the Services set forth in Exhibit "A" (Scope of Services), and accordingly does hereby assume the risk to complete the performance of this Agreement without further compensation for Reimbursable Expenses should the costs exceed this Total Not-To-Exceed Cost for Reimbursable Expenses. Payment shall be made for each completed Reimbursable Expense pursuant to invoices submitted in accordance with the Agreement.

403.2 Expenses not listed in Exhibit "E" (Additional Compensation) as allowed Reimbursable Expenses shall not be compensated without amendment to this Agreement to allow them as Reimbursable Expenses. Increases to this Total Not-To-Exceed Cost for Reimbursable Expenses may only be authorized by written amendment to this Agreement.

REIMBURSABLE EXPENSE ALLOWANCE		REMARKS
TOTAL NOT-TO-EXCEED COST	$0.00	

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.

CLASSIFICATION	RATE	UNIT
Senior Professional	$226	Per Hour
Lead Project Professional	$205	Per Hour
Project Professional	$189	Per Hour
Professional	$158	Per Hour
Assistant Professional	$125	Per Hour
Senior Technician	$137	Per Hour
Technician	$95	Per Hour
Document Processing	$81	Per Hour

ARTICLE 501: SUB-CONSULTANT HOURLY RATES

501.1 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.

SUBCONSULTANT #1 Horizon Surveys	RATE	UNIT
Principal Land Surveyor PLS	$180	Per Hour
Supervising Land Surveyor PLS	$165	Per Hour
Senior Project Manager PLS	$150	Per Hour
Project Manager/Field Survey Manager PLS/LS1	$134	Per Hour
Senior Mapper	$108	Per Hour

SUBCONSULTANT #2 Ninyo & Moore	RATE	UNIT
Principle Engineer/Geologist/Environmental Scientist	$155	Per Hour
Senior Engineer/Geologist/Environmental Scientist	$140	Per Hour
Senior Project Engineer/Geologist/Environmental Scientist	$131	Per Hour
Project Engineer/Geologist/Environmental Scientist	$125	
Senior Staff Engineer/Geologist/Environmental Scientist	$110	
Staff Engineer/Geologist/Environmental Scientist	$105	
Senior Field/Laboratory/Environmental Technician	$70	Per Hour
Field/Laboratory Technician	$67	Per Hour
Data Processing, Technical Editing or Reproduction	$50	Per Hour

SUBCONSULTANT #3 Integra Engineering	RATE	UNIT
Principle	$155	Per Hour
Engineer III	$121	Per Hour
Admin./Clerical	$66	Per Hour

SUBCONSULTANT #4 V&A Consulting Engineers	RATE	UNIT
Project Manager	$194	Per Hour
Sr. Project Engineer	$174	
Project Engineer	$154	
Associate Engineer	$134	
Engineering Assistant	$105	Per Hour
Technician	$90	Per Hour

ARTICLE 502: ADDITIONAL SERVICES RATES

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

ADDITIONAL SERVICE	SUBMITTALS	SCHEDULE IMPACT	FIXED FEE
Utility Potholing		None	$14,000.00
Additional Soil Borings		None	$10,000.00
Additional Flow Monitoring		None	$20,000.00

502.2 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.

502.3 The Consultant agrees to provide services in connection with the Project which are in addition to those required by Exhibit "A" for Basic Services as Additional Services if so requested by the City in writing. Such requests may included, but are not limited to, and are not necessarily indicated by this statement as being Additional Services rather than Basic Services: (i) significant changes in the Project's size, quality, complexity, budget, or time schedule, (ii) changes required due to conflicting instructions previously given by the City, (iii) changes required by the enactment or amendment to codes, laws or regulations subsequent to the preparation of such documents, (iv) services concerning the replacement of that portion of the Project damaged by fire or other cause, and (v) services made necessary by the default or failure of the Contractor including major defects or deficiencies in the construction.

EXHIBIT E-1: ADDITIONAL SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	Senior Professional	Lead Project Professional	Project Professional	Professional	Senior Technician	Document Processing	HOURS SUBTOTAL	Direct Expenses	Lump Sum Task Amounts
		$226	$205	$189	$158	$137	$81			
	ADDITIONAL SERVICES									
	Additional Design Services	1	24	48	48	8	8	137	$351.00	$23,897.00
	Additional Topographic Survey (Assume 14,000 LF)	0	4	32	0	8	2	46	$40,895.00	$49,021.00
	Construction Support	2	40	150	150	84	20	446	$620.00	$74,450.00
	Flow Monitoring (Assume 2 locations)	0	2	8	0	0	0	10	$9,282.00	$11,204.00
	Utility Potholing (Assume 8 Sites)	0	0	4	0	0	0	4	$5,672.00	$6,428.00
	Total Additional Services - Hours	3	70	242	198	100	30	643		
	Total Additional Services - Fee	$678.00	$14,350.00	$45,738.00	$31,284.00	$13,700.00	$2,430.00		$56,820.00	$165,000.00

ARTICLE 503: REIMBURSABLE EXPENSES

503.1 The following Reimbursable Expenses are allowed:

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

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

503.3 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: Tim Parks, P.E.

600.2 PROGRAM MANAGER: Jeremy Leavitt, P.E.

ARTICLE 601: CONSULTANT'S PROJECT STAFF

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

601.1.1 CONSULTANT REPRESENTATIVE: Eric G. Leveque, P.E.

601.1.2 PROJECT MANAGER: Michael A. Fleury

601.1.3 RESPONSIBLE IN CHARGE PERSON
List name of individual Engineer as licensed: Eric G. Leveque, P.E.

601.1.4 IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER
List Engineer license number: 13149

ARTICLE 602: CONSULTANT'S SUBCONSULTANTS

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

602.1.1 AERIAL MAPPING: Horizon Surveys

602.1.2 STRUCTURAL ENGINEER: Integra Engineering (Structural Lining QA/QC)

602.1.3 GEOTECHNICAL ENGINEER: Ninyo & Moore

602.1.4 LAND SURVEYOR: Horizon Surveys

602.1.5 FLOW MONITORING: V&A

END OF EXHIBIT "F"

EXHIBIT "G"

CERTIFICATE

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 Contracting Entity

Carollo Engineers

Name
376 East Warm Springs Road, Suite 250
Las Vegas, NV 89119

Address
(702) 792-3711

Telephone

EIN or DUNS: 88-0899222

Block 2 Description

Design for the rehabilitation of approximately 6,000 feet of 42-inch to 54-inch diameter unlined reinforced concrete sewer in Oakey Boulevard/St. Louis Avenue from Westwood Drive to Sandhill Road.

RFP #:

Block 3 Type of Business

☐ Individual ☐ Partnership ☐ Limited Liability Company ☑ Corporation

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

Block 4 Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Gary Deis, Principal	2700 Ygnacio Valley Road, Suite 300 Walnut Creek, CA 94598	(925) 932-1710
2.	Sarwan Wason, Principal	2700 Ygnacio Valley Road, Suite 300 Walnut Creek, CA 94598	(925) 932-1710
3.	Clark Clement, Principal	390 Intelocken Crescent, Suite 800 Denver, CO 80021	(303) 635-1220
4.	Mary Clyburn, Principal	14785 Preston Road, Suite 950 Dallas, TX 75254	(972) 239-9949
5.	Steven Hough, Principal	10540 Talbert Avenue, Suite 200 Fountain Valley, CA 92708	(714) 593-5100
6.	Thomas Patten, Principal	2700 Ygnacio Valley Road, Suite 300 Walnut Creek, CA 94598	(925) 932-1710
7.	Ron Joost, Principal	3033 North 44th Street, Suite 101 Phoenix, AZ 85018	(602) 263-9500
8.	Bob Cushing, Principal	401 N. Cattleman Road, Suite 306 Sarasota, FL 34232	(941) 371-9832
9.	Anthony Morroni, Principal	10822 West Toller Drive, Suite 200 Littleton, CO 80127	(303) 980-8260
10.	Robert Morroni, Principal	10822 West Toller Drive, Suite 200 Littleton, CO 80127	(303) 980-8260

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: **2**

Block 5 Disclosure of Ownership and Principals - Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
RYNTA L. PORTER
Appt. No. 03-84538-1
My Appt. Expires Sept. 16, 2011

Eric G. Leveque

April 22, 2010
Date

Subscribed and sworn to before me this 22 day of April, 2010.

Rynta L. Porter
Notary Public

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
11.	Bob Eimstad, Principal	4380 SW Macadam, Suite 350 Portland, OR 97239	(503) 227-1885
12.	David Stringfield, Principal	7580 N. Ingram Avenue, Suite 1600 Fresno, CA 93711	(559) 436-6616
13.	Rick Wheadon, Principal	1265 Fort Union Blvd., Suite 200 Salt Lake City, UT 84047	(801) 233-2500
14.	Mike Britten, Principal	2700 Ygnacio Valley Road, Suite 300 Walnut Creek, CA 94598	(925) 932-1710
15.	John Doller, Principal	3033 North 44th Street, Suite 101 Phoenix, AZ 85018	(602) 263-9500
16.	Bob Gillette, Principal	2500 Venture Oaks Way, Suite 320 Sacramento, CA 95833	(916) 565-4888
17.	Steve McDonald, Principal	2700 Ygnacio Valley Road, Suite 300 Walnut Creek, CA 94598	(925) 932-1710
18.	George Beliew, Principal	7888 Mission Grove Parkway South, Suite 100 Riverside, CA 92508	(951) 776-3955
19.	John Fraser, Principal	390 Intelocken Crescent, Suite 800 Denver, CO 80021	(303) 635-1220
20.	Robert Hoffman, Principal	2700 Ygnacio Valley Road, Suite 300 Walnut Creek, CA 94598	(925) 932-1710
21.	Patrick White, Principal	12592 W. Explorer Drive Suite 200 Boise, ID 83713	(208) 376-2288
22.	Gil Crozes, Principal	10540 Talbert Avenue, Suite 200 Fountain Valley, CA 92708	(714) 593-5100
23.	C.B Hager, Principal	3033 North 44th Street, Suite 101 Phoenix, AZ 85018	(602) 263-9500
24.	Thom Kalkman, Principal	2700 Ygnacio Valley Road, Suite 300 Walnut Creek, CA 94598	(925) 932-1710
25.	Jim Hagstrom, Principal	10540 Talbert Avenue, Suite 200 Fountain Valley, CA 92708	(714) 593-5100
26.	Ash Wason, Principal	10540 Talbert Avenue, Suite 200 Fountain Valley, CA 92708	(714) 593-5100
27.	B. Narayanan, Principal	2700 Ygnacio Valley Road, Suite 300 Walnut Creek, CA 94598	(925) 932-1710
28.	Eric Leveque, Principal	376 East Warm Springs Road, Suite 250 Las Vegas, NV 89119	(702) 792-3711
29.	Glen Middleton, Principal	14785 Preston Road, Suite 950 Dallas, TX 75254	(972) 239-9949
30.	Craig Ashcroft, Principal	1265 Fort Union Blvd., Suite 200 Salt Lake City, UT 84047	(801) 233-2500
31.	Graham Juby, Principal	10540 Talbert Avenue, Suite 200 Fountain Valley, CA 92708	(714) 593-5100
32.	David Sobeck, Principal	3033 North 44th Street, Suite 101 Phoenix, AZ 85018	(602) 263-9500
33.	Scott Hoff, Principal	14785 Preston Road, Suite 950 Dallas, TX 75254	(972) 239-9949
34.	Lyle Munce, Principal	1301 International Parkway, Suite 160 Sunrise, FL 33323	(954) 837-0030

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
35.	Bob Ardizzone, Principal	3033 North 44th Street, Suite 101 Phoenix, AZ 85018	(602) 263-9500
36.	Dave Kraska, Principal	2700 Ygnacio Valley Road, Suite 300 Walnut Creek, CA 94598	(925) 932-1710
37.	Ken Wilkins, Principal	2700 Ygnacio Valley Road, Suite 300 Walnut Creek, CA 94598	(925) 932-1710
38.	John Cutright, Principal	14785 Preston Road, Suite 950 Dallas, TX 75254	(972) 239-9949
39.	Larry Elliott, Principal	1301 International Parkway, Suite 160 Sunrise, FL 33323	(954) 837-0030
40.	Pat McCole, Principal	7007 College Blvd., Suite 550 Overland Park, KS 66211	(913) 663-1788
41.	Rick Chan, Principal	2700 Ygnacio Valley Road, Suite 300 Walnut Creek, CA 94598	(925) 932-1710
42.	Doug Lanning, Principal	10540 Talbert Avenue, Suite 200 Fountain Valley, CA 92708	(714) 593-5100
43.	Walid Karam, Principal	10540 Talbert Avenue, Suite 200 Fountain Valley, CA 92708	(714) 593-5100
44.	Russ Wachter, Principal	3033 North 44th Street, Suite 101 Phoenix, AZ 85018	(602) 263-9500
45.	Gary Meyerhoffer, Principal	10540 Talbert Avenue, Suite 200 Fountain Valley, CA 92708	(714) 593-5100
46.	Lydia Holmes, Principal	2700 Ygnacio Valley Road, Suite 300 Walnut Creek, CA 94598	(925) 932-1710
47.	Jim Meyerhoffer, Principal	10540 Talbert Avenue, Suite 200 Fountain Valley, CA 92708	(714) 593-5100
48.	Scott Parker, Principal	2500 Venture Oaks Way, Suite 320 Sacramento, CA 95833	(916) 565-4888
49.	Paul Walker, Principal	8911 Capitol of Texas Highway, Suite 2200 Austin, TX 78759	(512) 453-5383
50.	Marco Aieta, Principal	390 Intelocken Crescent, Suite 800 Denver, CO 80021	(303) 635-1220
51.	Lou Carella, Principal	2700 Ygnacio Valley Road, Suite 300 Walnut Creek, CA 94598	(925) 932-1710
52.	Kathy Marks, Principal	2500 Venture Oaks Way, Suite 320 Sacramento, CA 95833	(916) 565-4888
53.	Rick Shanley, Principal	4380 SW Macadam, Suite 350 Portland, OR 97239	(503) 227-1885
54.	Dave Siebert, Principal	3033 North 44th Street, Suite 101 Phoenix, AZ 85018	(602) 263-9500
55.	Steve Swanback, Principal	2700 Ygnacio Valley Road, Suite 300 Walnut Creek, CA 94598	(925) 932-1710
56.	Bryant Bench, Principal	12592 W. Explorer Drive Suite 200 Boise, ID 83713	(208) 376-2288
57.	Amando Garza, Principal	7580 N. Ingram Avenue, Suite 1600 Fresno, CA 93711	(559) 436-6616
58.	Brian Matson, Principal	1218 Third Avenue, Suite 1600 Seattle, WA 98101	(206) 684-6532

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 2, 2010

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

SUBJECT:
Approval of award of Modification No. 2 to Agreement No. 070103-LD, Engineering Design Services Agreement for Traffic Package No. 6 located at the intersections of Charleston Boulevard and Durango Drive, and Charleston Boulevard and Rancho Drive - Department of Public Works - Award recommended to: ORTH-RODGERS & ASSOCIATES, INC. ($103,585.38 - Road and Flood Capital Projects Fund) - Ward 1, 2 and 5 (Tarkanian, Wolfson and Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $103,585.38
Funding Source: Road and Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
On October 4, 2006 City Council approved award of Agreement No. 070103-LD for the design and preparation of contract drawings and special provisions associated with the widening of existing signalized intersections. This second amendment will incorporate design changes due to project scope modifications which include right-of-way modifications, potholing services, and assistance in the utility certification process. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: D. Collins
POC: Richard Romer - (702) 233-4060

RECOMMENDATION:
That City Council approve award of Modification No. 2 to Agreement No. 070103-LD, Engineering Design Services for Traffic Package No. 6 to Orth-Rodgers & Associates, Inc. in the amount of $103,585.38 bringing the Agreement total to $459,184.94. Authority to execute the Modification is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Modification No. 2 to Agreement No. 070103-LD
2. Certificate - Disclosure of Ownership/Principals

SECOND MODIFICATION
TO
ENGINEERING DESIGN SERVICES AGREEMENT
FOR TRAFFIC PACKAGE NO. 6

THIS SECOND AMENDMENT is made and entered into this _____ day of _____, 2010, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (herein the "City"), and ORTH RODGERS & ASSOCIATES, INC., (herein the "Consultant").

WHEREAS, the City and the Consultant have entered into a professional services agreement dated October 4, 2006, and First Modification dated November 8, 2007 (herein the "Agreement"), retaining the services of the Consultant for the design of the Traffic Package 6 project (herein the "Project") more fully described therein in connection with the improvements to be constructed at the intersections of Charleston Boulevard and Durango Drive and Charleston Boulevard and Rancho Drive and;

WHEREAS, since entering into the Agreement, the City desires to modify the services of the Consultant to incorporate design changes due to project scope modification and additional work related to compliance with requirements established by new funding sources.

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

1. See attached Exhibit "A" Scope Of Services for detail of revised services.

2. See attached Exhibit "C" Man-Hour Estimates

3. See attached Exhibit "D" Fee Breakdown is hereby amended to increase the total compensation of the entire Agreement referenced herein by $103,585.38, from $355,599.56 to $459,184.94.

4. Exhibit "G" Disclosure of Ownership/Principals

5. ADD:

10.25 Counterpart Signatures

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

6. ADD:

10.26 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.

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

CITY OF LAS VEGAS

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

Orth-Rodgers & Associates, Inc.

By: Richard T. Romer
Richard T. Romer, Principal
"CONSULTANT"

ATTEST:

_____
Beverly K. Bridges, MMC Date
City Clerk

APPROVED AS TO FORM:

John S. Ridilla 5/11/10
Deputy City Attorney Date
John S. Ridilla
Deputy City Attorney

EXHIBIT A
SCOPE OF SERVICES

BACKGROUND

Orth Rodgers & Associates entered into an agreement with the City of Las Vegas (City) on October 4, 2006, to provide engineering design services, preparation of Contract Drawings, Special Provisions and Cost Estimates for the Traffic Package 6 Intersection Improvements. A detailed scope of services for the Project is included in the Engineering Design Services Agreement.

This Scope of Additional Services outlines additional design work that is necessary to successfully complete the project.

TASK 910 BASIC SERVICES

Task 910 –Engineering Services

910.1: Additional Design Services

Orth-Rodgers & Associates, Inc. ("Consultant") is requesting authorization of additional services during this phase of the project. The design changes are a result of federal funding requirements and the Uniform Relocation Act right of way timeline associated with these. Due to the right-of-way timeline additional takes have to be eliminated from this design package. This will result in the elimination of right turn lanes and bus turnouts that require additional right-of-way (R/W). The additional services are as follows:

1. Updating current 90% level TP6B plans to accommodate changes noted above. This task will include removal and/or modification of all design elements that require R/W takes, including, but not limited to, right turn lanes and bus turnouts that were previously part of the design. Structural detail sheets will be modified for the proposed design changes since some walls are being eliminated and some remain. Traffic signal plans will be redesigned, interconnect and striping designs will be updated.
2. Modifications to the current design in Consultant's ACAD base file will be required to the design changes noted above.
3. Changes will include removal and replacement of design construction and removal notes on the roadway, striping and utility designs within the project.
4. Project special provisions and estimate of construction cost will require a full review for changes in specifications used and pay items required and deleted.
5. Cross-references from current plans to the proposed plans will be checked for consistency. The plan, specification and estimate (P, S & E) package will undergo Consultant's quality control review for each submittal that follows.
6. Utility coordination will be repeated with all agencies due to the addition of this intersection in this plan set.
7. Consultant will relocate existing luminaires within the project limits that do not meet current ADAAG guidelines. This estimate will provide for five (5) luminaire relocations.
8. Consultant will redesign existing driveways within unimproved areas of the project limits adjacent to mill/overlay improvements that do not meet ADA (ADAAG) guidelines.
9. It is estimated that there will be twelve (12) additional design and utility coordination meetings due to the design modifications noted. One (1) additional meeting with FAST will be required.
10. One additional submittal will be required for the client and public agencies to review a new TP6B package. Additional direct costs will be required for printing.

910.2: Additional Potholing Services

Orth-Rodgers & Associates, Inc. is requesting authorization of additional services to perform potholing of existing utilities within the project site. Utility potholing is necessary to determine the horizontal and vertical location of subsurface utilities that may be in conflict with the Project improvements. The Engineering Design Services Agreement includes utility potholing services within additional services. These additional services are as follows:

1. The project scope will consist of performing up to five (5) potholes at each intersection including Charleston/Durango and Charleston/Rancho for a total of 10 potholes. The number of potholes is provided prior to actual design modifications so it is an estimate only at this time. Following subsurface location, this pothole area will be surveyed for horizontal location and shown on the plans.
2. Services for Consultant's potholing and survey sub-consultants and services for Consultant to manage and process the utility data once it is processed and received.

910.3: Additional Surveying Services

Orth-Rodgers & Associates, Inc. is requesting authorization of additional services to perform survey at the southeast corner of the intersection at Charleston Blvd. and Rancho Blvd. This corner was developed into a Chevron gas station. R/W changes have occurred as well as the general topography at this quadrant. These additional services are as follows:

1. The project scope will consist of Consultant's surveyor field surveying the southeast corner of Charleston Blvd. and Rancho Blvd. and providing ACAD files to Consultant. Survey will include establishing R/W on this leg as well. Consultant will establish existing easements utilizing title reports provided by the City.
2. Services for Consultant's survey sub-consultant and services for OR Consultant A to manage and process the survey data once it is processed and received are included here as well.

910.4: Utility Certification

This task represents the additional effort Consultant will provide assisting the City in the utility certification process. Review of all utility conflicts and adjustments will be summarized in spreadsheet format for the City to be included in the certification letter. Additional coordination with the City via email, submittals and two (2) estimated meetings are included in this task as well.

910.5: Bid Support

During the bid process, Consultant will assist the City with the preparation of contract addenda. Addenda items requested by the City due to design changes at no fault of Consultant will be covered under this task. Consultant will provide addenda at no cost to the City if it is the result of "errors", "omissions" or the plans or specifications requiring clarifications.

910.6: Construction Support

Consultant will attend one pre-construction and one pre-bid conference meeting at the direction of the City. At City direction, Consultant will make up to 4 visits to the construction site to observe progress of the work, and consult with the City and the Contractor concerning any problems or design related issues. Consultant shall provide review of shop drawings on a time and material basis at the discretion of the City Review drawings and other data submitted by the Contractor and as required by the City. Consultant's review shall be for general conformity to the construction documents and shall not relieve the Contractor of any of his contractual responsibilities. Such reviews shall not extent to means,

methods, techniques, sequences, or procedures of construction, or to safety precautions and programs. At City direction, Consultant shall answer bidder's questions that may arise during the bid plan review.

910.7: As-Builts/Redlines

The City shall provide Consultant with a marked up set of plans indicating as-built locations. Consultant will update CAD drawing files and specifications to reflect the as-built condition

TASK 920 ADDITIONAL SERVICES

Task 920 –Additional Services

920.1: Additional Engineering Design

At City direction, Consultant will provide additional design services that exceed the basic scope items noted above and within the original contract. CAD and design time to incorporate additional design is also included in this task.

EXHIBIT C
MAN-HOUR ESTIMATES

TASKS	DESCRIPTION	STAFF						TOTALS
		PIC	PM	PE	DE	CADD	CLER	
		RR	RM	WV	JS	KA	PR	
910	**BASIC SERVICES**							
910.1	Additional Design Services	8	94	48	148	96	12	406
910.2	Additional Potholing Services		10		8	24		42
910.3	Additional Survey Services		16		48			64
910.4	Utility Certification		24		32			56
910.5	Bid Support		12		22			34
910.6	Construction Support	4	24	16	32	24	4	104
910.7	As-Builts/Redlines		4			32		36
920	**ADDITIONAL SERVICES**							
920.1	Additional Engineering Design		24	16	40	32		112
	SUBTOTAL - SPECIAL SERVICES	**12**	**208**	**80**	**330**	**208**	**16**	**854**

EXHIBIT D
COST DERIVATIVE AND HOURLY FEE SCHEDULE

DESCRIPTION	STAFF								Reproduction Delivery Reimbursement or Subconsultant Fee	Totals
	PIC	PM	PE	SD	TA	DE	CADD	CLER		
	RR	RM	WV	RC	LP	JS	KA	PR		
	$176.40	**$147.00**	**$117.60**	**$108.04**	**$99.23**	**$83.05**	**$59.54**	**$55.86**		
BASIC SERVICES										
Additional Design Services	$1,411.20	$13,818.00	$5,644.80	$0.00	$0.00	$12,291.40	$5,715.84	$670.32	$300.00	$39,851.56
Additional Potholing Services	$0.00	$1,470.00	$0.00	$0.00	$0.00	$664.40	$1,428.96	$0.00		$3,563.36
Additional Survey Services	$0.00	$2,352.00	$0.00	$0.00	$0.00	$3,986.40	$0.00	$0.00		$6,338.40
Utility Certification	$0.00	$3,528.00	$0.00	$0.00	$0.00	$2,657.60	$0.00	$0.00		$6,185.60
Bid Support	$0.00	$1,764.00	$0.00	$0.00	$0.00	$1,827.10	$0.00	$0.00		$3,591.10
Construction Support	$705.60	$3,528.00	$1,881.60	$0.00	$0.00	$2,657.60	$1,428.96	$223.44		$10,425.20
As-Builts/Redlines	$0.00	$588.00	$0.00	$0.00	$0.00	$0.00	$1,905.28	$0.00		$2,493.28
ADDITIONAL SERVICES										
Additional Engineering Design	$0.00	$3,528.00	$1,881.60	$0.00	$0.00	$3,322.00	$1,905.28	$0.00	$0.00	$10,636.88
COLUMN TOTALS	**$2,116.80**	**$30,576.00**	**$9,408.00**	**$0.00**	**$0.00**	**$27,406.50**	**$12,384.32**	**$893.76**	**$300.00**	**$83,085.38**
SUBCONSULTANTS - Additional Services										
Surveying/R-O-W/Aerial Mapping (DRC)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,500.00	$5,500.00
Potholing Services - 10 Potholes(TBE)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$15,000.00	$15,000.00
COLUMN TOTALS	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$20,500.00**	**$20,500.00**
									TOTAL	**$103,585.38**

PIC - Principal-In-Charge PM - Project Manager PE - Project Engineer SD - Sr. Designer TA - Transportation Analyst DE - Design Engineer
CADD - CADD Technician CLER - Clerical

EXHIBIT G
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 **Subject Matter of Contract/Agreement**
Name: Orth-Rodgers & Associates, Inc.	Engineering Design Services Agreement for Traffic Package No. 6
Address: 3130 S. Durango Dr., Suite 404, Las Vegas, NV 89117	
Telephone: 702-233-4060	
EIN or DUNS: 23-2077102	Agreement No. 070103-LD

Block 3 Type of Business

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Robert M. Rodgers, Chairman of the Board	230 South Broad Street, 16th Floor Philadelphia, PA 19102	(215) 735-1932
2.	Steven B. Bolt, President	301 Lindenwood Drive, Suite 130 Malvern, PA 19355	(610) 407-9700
3.	Michael Rodgers, CEO	18 Campus Blvd., Suite 210 Newtown Square, PA 19073	(610) 355-1932
4.	Richard T. Romer, Principal	3130 S. Durango Dr., Suite 404 Las Vegas, NV 89117	(702) 233-4060
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. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity

Richard T Romer
Name

11/19/09
Date

Subscribed and sworn to before me this 19th day of November, 2009

Rhonda F DiGennaro
Notary Public

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
RHONDA F. DIGENNARO
No: 99-56161-1
My Appointment Expires April 27, 2011

(CAO - September 2001)

EXHIBIT G
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 Contracting Entity
Name: Orth-Rodgers & Associates, Inc.
Address: 3130 S. Durango Dr., Suite 404, Las Vegas, NV 89117
Telephone: 702-233-4060
EIN or DUNS: 23-2077102

Block 2 Description **Subject Matter of Contract/Agreement**
Engineering Design Services Agreement for Traffic Package No. 6 Agreement No. 070103-LD

Block 3 **Type of Business**

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Robert M. Rodgers, Chairman of the Board	230 South Broad Street, 16th Floor Philadelphia, PA 19102	(215) 735-1932
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4.	Richard T. Romer, Principal	3130 S. Durango Dr., Suite 404 Las Vegas, NV 89117	(702) 233-4060
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. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity

Richard T Romer
Name

11/19/09
Date

Subscribed and sworn to before me this 19th day of November, 2009

Rhonda F Digennaro
Notary Public

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
RHONDA F. DIGENNARO
No: 99-30461-1
My Appointment Expires April 27, 2011

(CAO – September 2001)

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 2, 2010

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

SUBJECT:
Approval of award of Bid No. 10.1730.20-DC, Cliff Shadows Parkway Improvements I-215 to Lone Mountain Road, located at Cliff Shadows Parkway from north of I-215 to Lone Mountain Road and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: LAS VEGAS PAVING CORPORATION ($964,700 - Road and Flood Capital Projects Fund) - Ward 4 (Anthony)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $964,700
Funding Source: Road and Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This project consists of the construction of roadway improvements including asphalt, sidewalk, curb and gutter, streetlights, traffic signals, pedestrian crossings, and other associated appurtenances.

PCC: D. Collins
POC: Darren Keser - (702) 251-5800

RECOMMENDATION:
That City Council approve award of Bid No. 10.1730.20-DC, Cliff Shadows Parkway Improvements I-215 to Lone Mountain Road to Las Vegas Paving Corporation in the amount of $964,700 and approve the construction conflicts and contingency reserve of $96,470. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Bid Abstract

Bid Abstract

10.1730.20-DC
Cliff Shadows Parkway
Buckskin Avenue to Lone Mountain Road

				Las Vegas Paving Corp.		Wells Cargo Inc.		Southern Nevada Paving, Inc.		Williams Brothers, Inc.	
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
109.01	OWNER CAUSED DELAY ALLOWANCE	DAY	15	$500.00	$7,500.00	$500.00	$7,500.00	$500.00	$7,500.00	$500.00	$7,500.00
109.02	OWNER CAUSED DELAY ALLOWANCE IN ADDITION TO ALLOWANCE	DAY	15	$0.01	$0.15	$1.00	$15.00	$130.00	$1,950.00	$475.00	$7,125.00
200.01	MOBILIZATION AND DEMOBILIZATION	LS	1	$150,000.00	$150,000.00	$150,000.00	$150,000.00	$150,000.00	$150,000.00	$150,000.00	$150,000.00
201.01	CLEARING AND GRUBBING	LS	1	$4,191.87	$4,191.87	$1,800.00	$1,800.00	$26,837.85	$26,837.85	$6,400.00	$6,400.00
202.01	REMOVAL OF TRAFFIC SIGN	EA	9	$42.00	$378.00	$38.50	$346.50	$40.50	$364.50	$30.00	$270.00
202.02	REMOVAL OF CURB AND GUTTER	LF	206	$3.45	$710.70	$3.25	$669.50	$5.25	$1,081.50	$9.00	$1,854.00
202.03	ROTOMILLING	SY	12,700	$0.01	$127.00	$0.70	$8,890.00	$0.80	$10,160.00	$1.70	$21,590.00
202.04	REMOVAL OF ASPHALT PAVEMENT	SY	1,708	$3.40	$5,807.20	$1.50	$2,562.00	$1.00	$1,708.00	$4.25	$7,259.00
202.05	CONCRETE CAP EXISTING DROP INLET	EA	1	$4,800.00	$4,800.00	$1,058.00	$1,058.00	$1,165.00	$1,165.00	$575.00	$575.00
203.01	ROADWAY EXCAVATION	CY	3,800	$0.01	$38.00	$6.90	$26,220.00	$17.00	$64,600.00	$9.50	$36,100.00
302.01	TYPE II AGGREGATE BASE	CY	1,196	$0.01	$11.96	$16.80	$20,092.80	$23.75	$28,405.00	$21.75	$26,013.00

Bid Abstract

10.1730.20-DC
Cliff Shadows Parkway
Buckskin Avenue to Lone Mountain Road

ITEM NO.	DESCRIPTION	U O M	QTY	Las Vegas Paving Corp.		Wells Cargo Inc.		Southern Nevada Paving, Inc.		Williams Brothers, Inc.	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
305.01	MEDIAN ISLAND LANDSCAPE ROCK	SY	226	$8.00	$1,808.00	$7.35	$1,661.10	$21.00	$4,746.00	$2.50	$565.00
402.01	PLANTMIX BITUMINOUS SURFACE 4-INCH	SY	2,900	$0.01	$29.00	$12.50	$36,250.00	$14.75	$42,775.00	$17.00	$49,300.00
402.02	TEMPORARY 2-INCH PAVEMENT	SY	97	$0.01	$0.97	$7.30	$708.10	$15.00	$1,455.00	$19.00	$1,843.00
403.01	UTACS (1-INCH), BONDED WITH A PMM, S3 GRADATION	SY	52,000	$5.78	$300,560.00	$5.65	$293,800.00	$6.30	$327,600.00	$6.00	$312,000.00
603.01	(18-INCH) REINFORCED CONCRETE PIPE (CLASS III)	LF	5	$650.00	$3,250.00	$318.00	$1,590.00	$810.00	$4,050.00	$280.00	$1,400.00
603.02	(24-INCH) REINFORCED CONCRETE PIPE (CLASS III)	LF	8	$650.00	$5,200.00	$316.00	$2,528.00	$815.00	$6,520.00	$360.00	$2,880.00
609.01	5-FEET TYPE "DM2" DROP INLET	EA	2	$5,000.00	$10,000.00	$5,124.00	$10,248.00	$6,280.00	$12,560.00	$7,000.00	$14,000.00
609.02	20-FEET TYPE "DM2" DROP INLET	EA	1	$15,000.00	$15,000.00	$12,422.00	$12,422.00	$15,920.00	$15,920.00	$13,800.00	$13,800.00
609.03	ADJUST STORM DRAIN MANHOLE	EA	18	$575.00	$10,350.00	$309.00	$5,562.00	$600.00	$10,800.00	$490.00	$8,820.00
613.01	TACK-ON MEDIAN	SF	2,258	$6.15	$13,886.70	$6.25	$14,112.50	$6.50	$14,677.00	$5.00	$11,290.00
613.02	"L" TYPE CURB & GUTTER	LF	746	$18.00	$13,428.00	$12.00	$8,952.00	$13.80	$10,294.80	$11.00	$8,206.00

Bid Abstract

10.1730.20-DC
Cliff Shadows Parkway
Buckskin Avenue to Lone Mountain Road

				Las Vegas Paving Corp.		Wells Cargo Inc.		Southern Nevada Paving, Inc.		Williams Brothers, Inc.	
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
613.03	CONCRETE SIDEWALK	SF	9,956	$4.20	$41,815.20	$2.35	$23,396.60	$2.20	$21,903.20	$4.00	$39,824.00
613.04	CONCRETE VALLEY GUTTERS	SF	457	$12.00	$5,484.00	$8.60	$3,930.20	$8.70	$3,975.90	$16.00	$7,312.00
613.05	DETECTABLE TACTILE WARNING STRIPS	EA	8	$450.00	$3,600.00	$763.00	$6,104.00	$1,100.00	$8,800.00	$5.80	$46.40
613.06	TACK-ON CURB	LF	425	$6.30	$2,677.50	$7.20	$3,060.00	$7.15	$3,038.75	$9.00	$3,825.00
622.01	CONSTRUCTION SURVEYING	LS	1	$8,000.00	$8,000.00	$4,800.00	$4,800.00	$7,950.00	$7,950.00	$4,000.00	$4,000.00
623.01	TRAFFIC SIGNAL INSTALLATION AT ALEXANDER INTERSECTION	LS	1	$126,000.00	$126,000.00	$115,500.00	$115,500.00	$61,150.00	$61,150.00	$128,000.00	$128,000.00
623.02	150, 250 WATT STREETLIGHT ASSEMBLY & FOUNDATION	EA	10	$4,800.00	$48,000.00	$4,407.00	$44,070.00	$5,000.00	$50,000.00	$5,400.00	$54,000.00
623.03	NO. 3 1/2 PULLBOX	EA	2	$288.00	$576.00	$264.00	$528.00	$280.00	$560.00	$430.00	$860.00
623.04	TYPE 100 SPLICE VAULT	EA	1	$3,600.00	$3,600.00	$3,332.00	$3,332.00	$3,520.00	$3,520.00	$2,800.00	$2,800.00
623.05	SOLAR PEDESTRIAN CROSSWALK FLASHING BEACONS (GILMORE)	LS	1	$12,900.00	$12,900.00	$11,805.00	$11,805.00	$12,450.00	$12,450.00	$12,500.00	$12,500.00
623.06	PEDESTRIAN FLASHER ASSEMBLY (POWERLINE TRAIL CROSSING)	LS	1	$9,400.00	$9,400.00	$8,676.00	$8,676.00	$9,160.00	$9,160.00	$22,250.00	$22,250.00

Bid Abstract

10.1730.20-DC
Cliff Shadows Parkway
Buckskin Avenue to Lone Mountain Road

ITEM NO.	DESCRIPTION	U O M	QTY	Las Vegas Paving Corp.		Wells Cargo Inc.		Southern Nevada Paving, Inc.		Williams Brothers, Inc.	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
624.01	TRAFFIC CONTROL AND MAINTENANCE	LS	1	$28,500.00	$28,500.00	$54,450.00	$54,450.00	$35,000.00	$35,000.00	$42,000.00	$42,000.00
625.01	PORTABLE CHANGEABLE MESSAGE SIGNS	DAY	30	$45.00	$1,350.00	$72.00	$2,160.00	$50.00	$1,500.00	$77.00	$2,310.00
625.02	ARROW DISPLAY	DAY	30	$20.00	$600.00	$26.90	$807.00	$25.00	$750.00	$29.00	$870.00
627.01	PERMANENT SIGN PANEL (STREETLIGHT MOUNTED)	SF	213	$11.00	$2,343.00	$15.85	$3,376.05	$16.75	$3,567.75	$24.00	$5,112.00
627.02	PERMANENT SIGN PANEL (GROUND MOUNTED)	SF	123	$15.50	$1,906.50	$27.35	$3,364.05	$29.00	$3,567.00	$29.00	$3,567.00
627.03	REMOVE/RELOCATE TRAFFIC SIGN	EA	1	$42.00	$42.00	$38.40	$38.40	$41.00	$41.00	$92.00	$92.00
627.04	SELF RE-ERECTING POSTS	EA	5	$122.00	$610.00	$192.00	$960.00	$203.00	$1,015.00	$170.00	$850.00
627.05	RE-ERECTING POSTS WHITE (K71)	EA	12	$122.00	$1,464.00	$192.00	$2,304.00	$203.00	$2,436.00	$170.00	$2,040.00
628.01	TYPE I FILM (CROSSWALKS, STOP BARS, CHEVRONS, TRANSITIONS, DIAGONALS AND YIELD LINE MARKINGS)	SF	4,878	$4.05	$19,755.90	$3.70	$18,048.60	$3.90	$19,024.20	$4.00	$19,512.00
628.02	TYPE I FILM (ONLY)	EA	22	$275.00	$6,050.00	$251.00	$5,522.00	$265.00	$5,830.00	$160.00	$3,520.00
628.03	TYPE I FILM (ARROWS AND MERGE ARROWS)	EA	40	$133.00	$5,320.00	$122.00	$4,880.00	$129.00	$5,160.00	$135.00	$5,400.00

Bid Abstract

10.1730.20-DC
Cliff Shadows Parkway
Buckskin Avenue to Lone Mountain Road

ITEM NO.	DESCRIPTION	U O M	QTY	Las Vegas Paving Corp.		Wells Cargo Inc.		Southern Nevada Paving, Inc.		Williams Brothers, Inc.	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
628.04	TYPE I FILM (BIKE)	EA	46	$141.00	$6,486.00	$130.00	$5,980.00	$137.00	$6,302.00	$155.00	$7,130.00
629.01	VERTICAL ADJUST WATER VALVE COVER	EA	58	$475.00	$27,550.00	$202.00	$11,716.00	$395.00	$22,910.00	$240.00	$13,920.00
629.02	VERTICAL ADJUST TEST STATION	EA	1	$800.00	$800.00	$202.00	$202.00	$3,750.00	$3,750.00	$1,100.00	$1,100.00
629.03	VERTICAL ADJUST BLOW OFF VALVE	EA	7	$750.00	$5,250.00	$276.00	$1,932.00	$495.00	$3,465.00	$620.00	$4,340.00
630.01	ADJUST SANITARY SEWER MANHOLE	EA	16	$575.00	$9,200.00	$283.00	$4,528.00	$500.00	$8,000.00	$450.00	$7,200.00
632N.01	POLYUREA PAVEMENT MARKINGS - 6-INCH SOLID WHITE (BIKE LANE STRIPING)	LF	12,500	$0.37	$4,625.00	$0.35	$4,375.00	$0.36	$4,500.00	$0.55	$6,875.00
633.01	REFLECTIVE RAISED PAVEMENT MARKERS	EA	1,800	$2.10	$3,780.00	$1.90	$3,420.00	$2.03	$3,654.00	$2.00	$3,600.00
633.02	NON-REFLECTIVE RAISED PAVEMENT MARKERS	EA	4,410	$1.05	$4,630.50	$0.95	$4,189.50	$1.01	$4,454.10	$1.20	$5,292.00
637.01	DUST CONTROL	LS	1	$3,600.00	$3,600.00	$12,683.00	$12,683.00	$4,400.00	$4,400.00	$7,200.00	$7,200.00
637.02	NPDES PERMIT	LS	1	$1,000.00	$1,000.00	$1,100.00	$1,100.00	$1,840.00	$1,840.00	$6,000.00	$6,000.00
680.01	FIBER OPTIC CABLE INSTALLED (72-STRAND)	LF	5,249	$3.15	$16,534.35	$2.90	$15,222.10	$3.05	$16,009.45	$4.00	$20,996.00

Bid Abstract

10.1730.20-DC
Cliff Shadows Parkway
Buckskin Avenue to Lone Mountain Road

ITEM NO.	DESCRIPTION	U O M	QTY	Las Vegas Paving Corp. UNIT PRICE	Las Vegas Paving Corp. EXTENDED PRICE	Wells Cargo Inc. UNIT PRICE	Wells Cargo Inc. EXTENDED PRICE	Southern Nevada Paving, Inc. UNIT PRICE	Southern Nevada Paving, Inc. EXTENDED PRICE	Williams Brothers, Inc. UNIT PRICE	Williams Brothers, Inc. EXTENDED PRICE
681.01	UNDERGROUND SPLICE ENCLOSURE	EA	1	$2,900.00	$2,900.00	$2,713.00	$2,713.00	$2,860.00	$2,860.00	$3,200.00	$3,200.00
681.02	MODIFY EXISTING FIBER OPTIC SPLICE (CHEYENNE / 215)	EA	1	$840.00	$840.00	$768.00	$768.00	$811.00	$811.00	$2,400.00	$2,400.00
681.03	3" INTERCONNECT CONDUIT	LF	25	$17.30	$432.50	$16.00	$400.00	$55.00	$1,375.00	$39.00	$975.00
	Total Base Bid Amount				$964,700.00		$997,328.00		$1,089,899.00		**$1,139,708.40**
											****Corrected Total**

Engineer's Estimate: $2,600,000.00

Responsive Bidder

Responsible Bidder

TO: Cheri Edelman

Please review and approve recommended award to Las Vegas Paving Corp.

in the amount of $ 964,700

Purchasing & Contracts Representative — Date 5/10/10

Using Department Authorized Rep Signature — Date 5/14/10

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 2, 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

				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
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

				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
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

				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
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

				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
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
[illegible]3.01	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	Yes							
	Responsible Bidder	Yes							

TO: Cheri Edelman

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

in the amount of $ 921,454.80 .

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

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

Bid Abstract

10.1730.14-LED
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
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

				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
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

Bid Abstract

10.1730.14-LED
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

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
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

Bid Abstract

10.1730.14-LED
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
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

Bid Abstract

10.1730.14-LED
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
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.: **26.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 2, 2010

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

SUBJECT:
Approval of award of Second Amendment to Agreement No. 080319-DC, Blanket Services Agreement for Professional Engineering Services located at the Water Pollution Control Facility (WPCF), 6005 Vegas Valley Drive - Department of Public Works - Award recommended to: BLACK AND VEATCH CORPORATION ($200,000 - Sanitation Enterprise Fund) - County

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $200,000
Funding Source: Sanitation EF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
On August 6, 2008 City Council approved Agreement No. 080319-DC to provide engineering services on a project by project basis to the WPCF. Task orders have been issued throughout the term of the agreement for various tasks and additional funds are required for upcoming design projects.

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

RECOMMENDATION:
That City Council approve award of Second Amendment to Agreement No. 080319-DC, Blanket Services Agreement for Professional Engineering Services to Black and Veatch Corporation in the amount of $200,000, bringing the total Agreement amount to $1,450,000. Authority to execute the Amendment is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Second Amendment to Agreement No. 080319-DC
2. Certificate - Disclosure of Ownership/Principals

SECOND AMENDMENT TO BLANKET SERVICES AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

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

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

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

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

1. Section Eight, Compensation and Terms of Payment, Paragraph 8.01, General, of the Agreement is hereby amended to change $1,250,000 to $1,450,000, an increase of $200,000.

2. Insert a new Exhibit "G" Disclosure of Ownership/Principals as attached hereto.

3. All other provisions of the Agreement remain in force and effect.

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

CITY OF LAS VEGAS

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

Black and Veatch Corporation

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

ATTEST:

_____
Beverly K. Bridges, MMC Date
City Clerk

APPROVED AS TO FORM:

John S. Ridilla 5/12/10
_____
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

EXHIBIT "G"

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1	**Contracting Entity**
Name	Black & Veatch
Address	4040 S. Eastern Avenue, Suite 330 Las Vegas, NV 89119
Telephone	(702) 732-0448
EIN or DUNS	44-0605785

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

Block 3	**Type of Business**						
☐	Individual	☐	Partnership	☐	Limited Liability Company	☒	Corporation

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

Block 4

Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	See attached Principals Listing		
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: 3

Block 5

Disclosure of Ownership and Principals - Alternate

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

Name of Attached Document: Black & Veatch Principals Listing

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

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

MARTHA JONES
Notary Public - State of Nevada
No. 08-6467-1
My Commission Expires April 10, 2012

Dana U. Reed
Name

2-10-10
Date

Subscribed and sworn to before me this 10th day of February, 2010.

Notary Public

Black & Veatch Corporation

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

Name	Title	Work Address
B.A. Ainsworth	Executive Vice President	11401 Lamar Ave. Overland Park, KS 66211
D.G. Argo	Senior Vice President	2850 Camelback Rd. Phoenix, AZ 85016
S.D. Canney	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211
H.W. Cheong	Senior Vice President	15/F Capital Twr Beigin, No. 6 Jia, Beijing, P.R.C. 100022
A.E. Collins	Senior Vice President	69 London Road Redhill, Surrey UK RH1 1LQ
K.L. Daniel	President & Chief Financial Officer	11401 Lamar Ave. Overland Park, KS 66211
R.T. Eberts, III	Senior Vice President	800 Wilshire Blvd., Ste. 600 Los Angeles, CA 90017
S.L. Edwards	Executive Vice President	11401 Lamar Ave. Overland Park, KS 66211
M.A. Elzey	Senior Vice President	1145 Sanctuary Parkway Alpharetta, GA 30004
K.B. Erington	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211
S. Gaufin	President & Chief Human Resources Officer	11401 Lamar Ave. Overland Park, KS 66211
T.L. Griffiths	Executive Vice President	11401 Lamar Ave. Overland Park, KS 66211
J.M. Gustke	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211
R.J. Heenan	Senior Vice President	1145 Sanctuary Parkway Alpharetta, GA 30004
C.G. Hill	Senior Vice President	1660 Highway 100 South, Suite St. Louis Park, MN 55416
J.W. Hipps	Senior Vice President & Managing Director	8400 Ward Pkwy Kansas City, MO 64114
D.B. Hunt	Senior Vice President	101 N. Wacker Drive, Ste. 100 Chicago, IL 60606
T.L. Johnson	Senior Vice President	8400 Ward Pkwy Kansas City, MO 64114
D.E. Kerns	Executive Vice President & Treasurer	11401 Lamar Ave. Overland Park, KS 66211
R.D. Kuchenrither	Senior Vice President	8400 Ward Pkwy

Kansas City, MO 64114

Name	Title	Work Address
H.L. Kupfer	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211
D.A. Lampitt	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211
J.R. Lewis	Executive Vice President	11401 Lamar Ave. Overland Park, KS 66211
P.D. Loftspring	Senior Vice President & Asst. Secretary	11401 Lamar Overland Park, KS 66211
J.R. Lusby	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211
D.R. Mahaffay	Senior Vice President	2850 E. Camelback Rd., Ste. 200 Phoenix, AZ 85016
K.I. Mastalio	President - Strategic Sales & Marketing	11401 Lamar Ave. Overland Park, KS 66211
D.W. McCarthy	President & CEO - B&V Water	8400 Ward Pkwy Kansas City, MO 64114
D.C. Mendelsohn	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211
G.D. Morrow	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211
D.L. Mundy	Senior Vice President	6300 South Syracuse Way, Ste. Centennial, CO 80111
O.H. Oskvig	President & CEO - B&V Energy	11401 Lamar Ave. Overland Park, KS 66211
R.J. Ott	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211
M.A. Perry	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211
A.V. Petkash	Senior Vice President	4890 W. Kennedy Blvd., Ste. 700 Tampa, FL 33609
J.K. Plubell	Senior Vice President	125 Water Street, Ste. 2 Naperville, IL 60540
K.D. Pollins	Senior Vice President	3550 Green Court Ann Arbor, MI 48105
K.P. Pronske	Senior Vice President	8400 Ward Pkwy Kansas City, MO 64114
T.P. Reorda	Senior Vice President	8400 Ward Pkwy Kansas City, MO 64114
L.C. Rodman	President & CEO	11401 Lamar Ave. Overland Park, KS 66211
R.J. Rudden	Senior Vice President	898 Veterans Memorial Highway Hauppauge, NY 11788

Name	Title	Work Address
S.E. Rus	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211
L.J. Seibolt	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211
A.B. Seymour	Senior Vice President	Suite 500 W. 601 Walnut Street Philadelphia, PA 19106
H.E. Smith	President - Construction & Procurement	11401 Lamar Ave. Overland Park, KS 66211
R.E. Smith	President - Enterprise Management Solutions	11401 Lamar Ave. Overland Park, KS 66211
D.R. Stevens	Senior Vice President	8400 Ward Parkway Kansas City, MO 64114
D.R. Still	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211
M.G. Travers	President - Telecommunications	11401 Lamar Ave. Overland Park, KS 66211
T.W. Triplett	Director, Executive Vice President & Secretary	11401 Lamar Overland Park, KS 66211
W.R. Van Dyke	President - Federal Services	1300 N. 17th St. Arlington, VA 22209
P.B. Vaughan	Senior Vice President & Chief Information Officer	11401 Lamar Ave. Overland Park, KS 66211
J.G. Voeller, III	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211
E.J. Walsh	Executive Vice President	11000 Regency Pkwy. Cary, NC 27511
J.A. Wilson	Executive Vice President	8400 Ward Pkwy Kansas City, MO 64114
H.G. Withey	President & Chief Administrative Officer	11401 Lamar Ave. Overland Park, KS 66211
S.E. Wood	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211
K.P. Woodward	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 2, 2010

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

SUBJECT:
Approval of award of Purchase Agreement No. 100224-SK, Purchase of TYMCO Sweepers - Department of Field Operations - Award recommended to: H & E EQUIPMENT ($784,500 - Automotive Operations Internal Service Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $784,500
Funding Source: Automotive Operations ISF
Dept./Division: Field Operations

PURPOSE/BACKGROUND:
This requirement is for the purchase of five TYMCO street sweepers to replace five sweepers that have reached the end of their useful lives. The sweepers are being replaced after 8 years of service, versus prior policy of 6 years of service. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(d), Equipment which, by reason of the training of the personnel or of an inventory of replacement parts maintained by the local government is compatible with existing equipment.

PCC: S. Kessler
POC: Eric Wallin - (702) 320-6500

RECOMMENDATION:
That City Council approve award of Purchase Agreement No. 100224-SK, Purchase of TYMCO Sweepers to H & E Equipment in the amount of $784,500. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Purchase Agreement No. 100224-SK

PURCHASE AGREEMENT
100224-SK Purchase of TYMCO Sweepers

THIS PURCHASE AGREEMENT is being entered into this _____ day of _____, 2010, by and between the CITY OF LAS VEGAS (hereinafter, "City"), a municipal corporation within the State of Nevada having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101, and H & E Equipment (hereinafter, "Company") having its principal office at 4129 Losee Rd. North Las Vegas Nevada, 89030.

SECTION A – Summary of Agreement

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

SECTION B – Basic Terms

B-1 Definitions

The following definitions apply to this Purchase Agreement:

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

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

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

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

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

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

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

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

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

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

B-2 Agreement Type

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

B-3 Pricing

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

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

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
1	TYMCO Model 600BAH Regenerative Air Sweeper	5	$156,900.00	$784,500.00

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

B-4 Taxes

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

B-5 Billing and Payment

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

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

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

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

B-6 Delivery – F.O.B. Point

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

City of Las Vegas, Fleet & Transportation Services Division
2950 Ronemus Drive
Las Vegas, NV 89128

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

B-7 Additional Delivery Instructions

The Company shall provide two operation and maintenance manuals for all systems on the sweepers. Additionally six sets of keys are to be provided with each sweeper.

SECTION C – Specification/Statement of Work

C-1 General

(a) The Company shall deliver the Goods to the City under the terms and conditions set forth in this Purchase Agreement.

(b) The Company shall deliver five (5) Model 600-BAH Tymco Street Sweepers which contain the features and specifications set forth in Attachment No. 1.

C-2 New Goods

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

C-3 Material Safety Data Sheets

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

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

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

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

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

C-4 Packaging and Shipping

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

(b) Vehicles are to be delivered with at least ½ tank of fuel.

C-5 Warranty

The Manufacturer's standard warranty, set forth in Attachment No. 2 applies in its entirety.

C-6 Compliance with Laws

(a) The Company, in the performance of the obligations of this Agreement, shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Agreement including, but not limited to, the Federal Occupational Health and Safety Act, and all state and federal laws prohibiting and/or relating to discrimination by reason of race, sex, age, religion or national origin.

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

SECTION D – SPECIAL CLAUSES

D-1 Legal Notice

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

FOR THE CITY: City of Las Vegas
Manager, Purchasing and Contracts
City Hall, First Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986
Tel: (702) 229-6231
Fax: (702) 384-9964

FOR THE COMPANY: H&E Equipment Services, Inc.
4129 Losee Rd.
North Las Vegas, NV 89030
Tel: (702) 320-6500
Fax: (702) 320-6569

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

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

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

D-2 Inspection and Acceptance

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

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

D-3 Contact Personnel

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

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

D-4 Rules of Precedence

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

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

SECTION E – GENERAL CLAUSES

E-1 Disputes

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

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

E-2 Termination for Convenience

The City shall have the right at any time to terminate further performance of this Agreement, in whole or in part, for any reason. Such termination shall be effectuated by written notice from the City to the Company, specifying the extent and effective date of the termination. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs performed through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within thirty (30) calendar days after receipt of an adequately documented written request. The City reserves the right to determine whether the costs billed by the Company through the date of termination are fair and reasonable.

E-3 Termination for Default

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

(i) Deliver the Goods or perform services within the time specified in this Agreement or any extension;

(ii) Make progress, so as to endanger performance of this Agreement; or

(iii) Perform any of the other provisions of this Agreement.

(b) The City's right to terminate this Agreement under (a)(ii) and (a)(iii) above may be exercised if the Company does not cure such failure within ten (10) calendar days (or more if authorized by the City) after notice, specifying the failure, is provided pursuant to the Paragraph D-1, "Legal Notice" of this Agreement.

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

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

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

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

(g) In the event that the City fails to perform any of its obligations required under this Contract, and the City does not remedy the failure after notice thereof is provided to the City by the Company pursuant to Paragraph D.1 "Legal Notice" above, the Company shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of Section E-1 "Disputes" of this Contract. During the period of such resolution, the Company shall continue with its performance under the Contract.

E-4 Insurance

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

E-5 Public Records

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

E-6 Indemnity

(a) The Company agrees to protect, indemnify and hold the City, its officers, employees, agents and consultants (collectively herein the "City") harmless from any and all claims, liabilities, losses, damages, suits, actions, fines, decrees and judgments including workman compensation claims, attorney fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, agents or suppliers (i) in the manufacturing or supplying (including transportation) of any materials, supplies or other products to the City, or (ii) in the performance of the terms, conditions and covenants of this Agreement, regardless of whether the Liabilities were caused in part by the City. Any money due and owing the Company under this Agreement may be retained by the City for its protection. In the event no money is due and owing, the surety, if required, of the Company, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.

(b) It is expressly agreed that the Company shall defend the City against the Liabilities and in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company.

E-7 Patent Indemnity

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

E-8 Assignment of Contractual Rights

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

E-9 Severability

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

E-10 Audit of Records

(a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.

(b) The City, or its designated representative(s), shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to the address, designated by the City, within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Agreement. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Paragraph..

(c) If, at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) finds the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (a) repaid immediately by the Company to the City or (b) at the City's option, credited against any future billings due the Company.

E-11 Independent Contractor

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

E-12 Use By Other Government Entities

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

E-13 Waiver

Waiver of any of the terms of this Agreement shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Agreement, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Agreement, or to affect the right of the City to thereafter enforce each and every provision of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of this Agreement.

E-14 Modification/Amendment

This Agreement shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Agreement shall be null and void, and may not be relied upon by either party.

E-15 Section and Paragraph Headings

The section and paragraph headings appearing in this Agreement are inserted for the purpose of convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

E-16 Integration

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

E-17 Marketing Restrictions

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

E-18 Limitation of Funding

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

E-19 Changes – Fixed-Price Goods

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

(i) Description of Goods to be provided.

(ii) Time of delivery.

(iii) Place of delivery.

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

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

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

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

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

E-20 Counterpart Signatures

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

SECTION F – List of Attachments/Exhibits

The following Attachments and Exhibits are hereby incorporated into this Agreement:

Identifier	Title/Text Reference	Date	Pages
Attachment 1	Sales Agreement/Specifications List		1
Attachment 2	Warranty Provisions		1

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, MMC Date
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 6-6-10
Deputy City Attorney Date

H & E Equipment

Name, Title

"Company"

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

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

Date

APPROVED AS TO FORM:

Robert S. Glovin 6-6-10
Deputy City Attorney

Date

H & E Equipment

Eric Wallin Sales
Name, Title Eric Wallin

"Company"

Attachment 1

EQUIPMENT SERVICES®

March 29, 2010

City of Las Vegas
Las Vegas, Nevada

SALES AGREEMENT

5 NEW TYMCO MODEL 600BAH REGENERATIVE AIR SWEEPERS

Specifications:

- 7.3 Cubic Yard Hopper
- Dust Control System 220 Gallon Capacity
- John Deere 4045 Turbocharged Diesel Auxiliary Engine
- Dual Gutter Brooms With Work Lights
- Gutter Broom Tilts Left & Right
- Auxiliary Hydraulics
- Broom Assist Pickup Head
- Dump Switch In Cab
- High Output Water System
- Hopper Deluge
- Hopper Drain
- Reverse Pick up Head System
- Dual Hopper Inspection Door
- Linear Actuator Throttle
- Abrasion Protection Package
- Leaf Pressure Bleeder
- Rubber Lined Blower
- 2010 International Chassis 4300-M7 2007 Emissions
- Dual Steering
- Dual Amber Flashing Lights
- Cab Mounted Amber Light
- Two Rear Work Lights
- Full Instruments In Cab
- Spare Tire And Wheel
- Air Conditioning
- Arrow Stick
- Am-Fm Radio
- One Year Parts Warranty
- Local Parts And Service Center
- High Capacity Dust Separator
- Pick Up Head Curtin Lifter

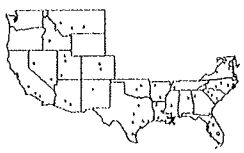
Investment Price: **(5 X $156,900.00 Ea.) = $ $ 784,500.00**

Delivery: Approx. 60 To 75 Days
Sales Proposal Good For 30 days

Sales proposal is accepted in accordance to above specifications, payment terms and conditions. City of Las Vegas agrees to purchase the above quoted equipment at the price in this quote.

_____

Respectfully,
Robert Schnerch / Eric Wallin



4129 Losee Road • North Las Vegas, NV 89030
Office: (702) 320-6500 • Fax: (702) 320-6569
www.HE-equipment.com

Attachment 2

TYMCO
REGENERATIVE AIR SWEEPERS

REGENERATIVE AIR SW EEPER WARRANTY

TYMCO REGENERATIVE AIR SWEEPERS are warrante to be free from defective materials and workmanship for a period of 12 r onths or 1,000 hours from date of delivery and such period being here nafter referred to as "warranty period". It is the sole obligation of Sel or with respect to this warranty period to replace free of charge, F.O.E Waco, Texas, any part or parts which may prove to be defective c e to defective workmanship or materials within the warranty period pr vided no disarrangement of using unauthorized parts or changes to th machinery be made voluntarily or by incompetency, carelessness, negli ence, accident, or need of attention upon the part of purchaser, agent employees or other parties. This warranty shall not cover normal maint nance and adjustments, and the same not include nor shall Seller be l able or responsible for material for normal wear and usage for any dan ages by reason of loss of production, down time or loss of profits or inco ne arising from any reason whatsoever. Seller reserves the right to ch nge the design and construction of said sweeper when in its sole opinion a ny such change represents an improvement of the sweeper. All outside p rchased equipment and accessories are guaranteed only to the extent t at the manufacturer's guarantee may apply and are not subject to this warranty nor to any implied warranty.

This warranty is in lieu of all other warranties, expresse or implied. No person is authorized to give any other warranties or to a sume any other liability on the Company's behalf unless made in writing the Company, and no person is authorized to give any warranties o to assume any liabilities on the Seller's behalf unless made in writing by the Seller.

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 2, 2010

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

SUBJECT:
Approval of award of Contract No. 100051-CW, Interactive Voice Response and Interactive Web Response Software Licensing and Associated Services - Department of Information Technologies - Award recommended to: SELECTRON TECHNOLOGIES, INC. ($459,050 - Information Technologies Internal Service Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $459,050
Funding Source: Information Technologies ISF
Dept./Division: Information Technologies

PURPOSE/BACKGROUND:
This contract provides for software licenses and services for interactive voice response (IVR) and interactive web response (IWR) solutions for the Municipal Court and Development Services departments. Selectron Technologies, Inc. was selected through a competitive Request for Proposals process.

PCC: C. White
POC: Lewis Gouge - (503) 597-3312

RECOMMENDATION:
That City Council approve award of Contract No. 100051-CW, Interactive Voice Response and Interactive Web Response Software Licensing and Associated Services to Selectron Technologies, Inc. in the amount of $459,050. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Contract No. 100051-CW

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: June 2, 2010
DEPARTMENT: FINANCE AND BUSINESS SERVICES
ITEM DESCRIPTION: CONTRACT NO. 100051-CW Interactive Voice Response and Interactive Web Response Software Licensing and Associated Services

---

This contract will provide software and services for an Interactive Voice Response (IVR) and an Interactive Web Response (IWR) solution.

The scope of the project includes project planning, data collection, application development, testing, integration, acceptance testing, installation, final acceptance, implementation, training, annual support and maintenance and hardware for the IVR and IWR.

The Municipal Court went live with a new Court management System in November 2009. The IVW/IWR will allow them to automate activities that are currently performed manually and increase the level of customer service available to the public for completing transactions successfully. These activities include:

- Allow defendants to access case information to include court dates and fines owed.
- Allow defendants to enter a plea.
- Provide payment history to callers.
- Provide warrant options.
- Provide option for defendant to pay fines owed by credit or debit card.
- Allow customers to request a fax or email with information requested.
- Provide Spanish language options for phone and Web site.
- Allow Court data on caller to populate in a screen pop-up for the Court staff; thereby reducing time in gathering information from callers.
- Allow defendants to schedule court appearances.
- Allow defendants to schedule classes/schools.
- Allow attorneys to enter pleas on behalf of clients.
- Provide case information to attorneys or bondsment
- Provide attorney information on-line.
- Automatically notify defendants of their court date, time, and location of appearance.
- Automatically send payment reminders to defendants.
- Automatically notify defendants when an arrest warrant has been issued.
- Automatically send reminders of class(es) scheduled to defendants.

City of Las Vegas

The Development Services Departments currently have an IVR that is outdated and its technology will no longer be supported as of December 31, 2010. The existing IVR is limited to inspection scheduling and payments. The requested IVR/IWR will allow multiple departments to perform a variety of functions via telephone and websites. The following activities are currently available through our existing IVR and will be maintained:

- Schedule inspections and notify customer of inspector's name.
- Obtain inspection results.
- Notify customers when prerequisite inspections are required.
- Limit scheduling of inspections based on inspectors' daily capacity.
- Provide "shopping cart" functionality for developers who want to make multiple payments.
- Allow subcontractors access to scheduled inspection information.
- Add new street names to IVR.
- Determine inspection groups.

The following activities represent new functionality for Development Services:

- Post inspection results.
- Provide details for failed or partial-passed inspections.
- Allow customers to make partial payments and payments on project fees via credit or debit cards (current functionality only allows full payment on inspections.
- Allow customers to schedule same-day inspections and notify customer of additional fees.
- Allowing customers to request automated fax or email regarding scheduled inspections.
- Provide an email link for customers to contact the City.
- Allow customers to make credit card payments via the Web site (this functionality does not currently exist).
- Automatically send a notification to customers when a permit is expired, when a permit is ready to be issued, when a next day inspection is scheduled.
- Automatically notify customers of the inspector assigned to permits and their contact information.
- Verify inspection availability.

CONTRACT FOR INTERACTIVE VOICE RESPONSE AND INTERACTIVE WEB RESPONSE SOFTWARE LICENSING AND ASSOCIATED 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 SELECTRON TECHNOLOGIES, INC. (hereinafter the "Company") having its principal office located at 7405 SW Tech Center Drive, Suite 140, Portland, Oregon 97223.

SECTION A – Contract Form

The subject matter of this Contract is to provide the Software license and services, which include project planning, data collection, application development, testing, integration, acceptance testing, installation, final acceptance, implementation, training, support and maintenance for Interactive Voice Response (IVR) and Interactive Web Response (IWR).

SECTION B – Basic Terms

B-1 Definitions

The following definitions apply to this Contract:

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

(b) *"Acceptance Testing Period"* means the sixty (60) days following completion of the installation and, if required, customization of the Software during which the City will formally test the Software to determine whether it performs according to the functional requirements.

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

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

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

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

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

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

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

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

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

(l) *"Development Services"* means the professional services required to design and develop a software or integration solution for the City, and as specified in Exhibit B.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(bb) *"Non-exclusive Contract"* means a Contract under which the City agrees to obtain some, but not necessarily all, of the City's requirements for a particular service.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(qq) *"Updates"* means all updates, enhancements, modifications, alterations, improvements, corrections, revisions, releases, and program temporary fixes, to the core product, purchased modules, and interfaces created by the Company for the licensed product as outlined in the Support and Maintenance agreement.

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

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

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

B-2 Contract Type

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

B-3 Prices/Costs

(a) The City will pay the Company the amounts listed below, with detailed provided in Exhibit A. The Company is not obligated to incur expenses and the City is not obligated to pay claims above these amounts, unless the Contract is modified upon mutual agreement by both parties.

Item No.	Description	Amount
SOFTWARE LICENSE(S) (AS FURTHER DESCRIBED IN EXHIBIT A):		
1	VoiceCourt (Interactive Voice Response solution)	$137,700
2	WebCourt (Interactive Web Response solution	$67,000
3	VoicePermits (Interactive Voice Response solution)	$145,400
4	WebPermits (Interactive Web Response solution)	$24,950
5	System Wide (Enterprise) Functionality	$84,000
	Total	$459,040
ADDITIONAL MODULES AND SERVICES (PRICING FOR ITEMS THAT MAY BE PURCHASED LATER)		
6	Annual Support & Maintenance	$71,855
7	ProMonitor Services (Pro Active Monitoring of IVR environment)	$3,000
8	Optional – Correction Codes	$,3,000
9	Optional – Who's My Inspector Notification	$5,000
10	Optional – Same Day Scheduling – Add. Fees (Custom)	$5,250
11	Optional – Desktop Delivery Engine Optional – Licensing Tier 2 (15 Users)	$12,500 $7,500

(b) ANNUAL SOFTWARE SUPPORT AND MAINTENANCE PROGRAM (as detailed in Exhibit B):
The Company shall provide the Support and Maintenance Program at no charge to the City during the 12-month warranty period, which begins upon completion of the acceptance test and training period for each licensed Product licensed hereunder.

Following the Warranty period, the City will pay the Company an annual amount for the annual Software Support and Maintenance program (Exhibit B) for the licenses purchased in this Contract, as long as the City Project Manager deems necessary. This fee will be invoiced annually, approximately 45 days prior to the due date, beginning one year after the completion of the Acceptance.

Any escalation of fees, not including fees which reflect additional functionality agreed to and purchased by the City, must be requested in writing by the Company 60 days prior to the date the annual fees are due. Any escalation of said fees to be no more than 3% per year.

This fee includes only those services identified in Exhibit B.

(c) ADDITIONAL SOFTWARE LICENSES SUPPORT AND MAINTENANCE PROGRAM: The Software Support and Maintenance Program for additional Software licenses that are purchased after the Acceptance Testing Period date will be paid on the date the annual Software Support and Maintenance Program is due for the original purchase.

(i) The first annual payment for the additional Software Support and Maintenance Program will be prorated based on the number of days during the term that preceded the licensing of the additional Software.

(d) The City will be invoiced, as per Paragraph B-5 (Invoices), upon commencement of the Contract for the Software license(s) and upon Company completion of the Tasks listed above.

(e) **TRAVEL EXPENSES:** All Travel Expenses and associated expenses for the on-site installation and training work included for the services in this Agreement are included in the Contract price. If travel is requested by the City, or required in performance of additional services authorized under this Contract, reasonable travel expenses will be paid when services are performed in Las Vegas. Reimbursement is subject to certain limitations. The City will reimburse airfare up to the cost of a coach fare, with 7-day advance purchase. Reimbursement for all other expenses including, but not limited to, lodging, meals, transportation, parking, and incidental expenses, will be paid at a per diem rate of $180.00 per day. This per diem rate will start concurrently with the first day of work performed on-site at the City and end with the last day of scheduled on-site work at the City. The Company must complete a minimum of six (6) hours of work for every day a per diem is paid. The Company shall coordinate all travel in advance with the City's Project Manager. The City's Project Manager must approve any deviations to these procedures. If changes are required by the City to agreed-upon and confirmed travel plans, the City is responsible for any and all associated change fees or price changes incurred as a result of said change.

B-4 Performance Period

This Contract commences from Award Date through project completion as represented on the approved Work Plan. The Performance Period may be extended through mutual agreement by both parties only once substantial progress has been made. The Support and Maintenance Program provisions of this Contract remain in effect for 24 hours per day, 7 days per week until the City terminates such services through written notification. Should the City later elect to reinstate the Support and Maintenance Program, the City may do so by paying the Company's then current reinstatement fees in effect at the time of the reinstatement. In no event will Support and Maintenance Program be a condition of any license granted hereunder and the availability of Support and Maintenance Program on each Licensed Product licensed hereunder shall be independent of the same services for any other Licensed Product.

B-5 Invoices

(a) The Company shall submit an invoice to the City in accordance with the payment schedule set forth in Paragraph B-3 (Prices/Costs). All invoices should identify the following items:

(i) the date of the invoice;
(ii) the Contract Item against which charges are made;
(iii) performance dates covered,
(iv) the associated purchase order number.

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

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

(c) A representative of the Company shall sign and certify the invoice in the following manner: "I hereby certify, under penalty of perjury, that the above invoice is just and correct and that reimbursement for such expenses listed on this invoice has not been previously received from the City of Las Vegas or any other source."

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

SECTION C – Statement of Work

C-1 Scope of Services

The Company shall provide the:

(a) IVR/IWR Software License(s), as specified in Licensed Product Schedule, in Attachment 2; and

The associated services, as specified in attached Attachment 3 "Associated Services by Task" and; Attachment 1 "Statement of Work"

(b) The Support and Maintenance Program, as specified in attached Attachment 4 "Support and Maintenance Program".

SECTION D – Special Clauses

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

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

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

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

FOR THE COMPANY:
Selectron Technologies, Inc.
President, CEO
7405 SW Tech Center Drive, Suite 140
Portland, Oregon 97223
Fax: (503) 443-2052

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

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

(d) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, change orders over $10,000, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.

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

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

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

(b) The Company designates Dan Porter as the Company Representative for this Contract. The Company will provide written notice to the City, should there be a subsequent Company Representative change. The City has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

D-3 Licenses/Registrations [CAO-7/24/08]

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract. The Company conducting business with the City must have a City of Las Vegas Business License.

D-4 Representations and Warranties

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

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

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

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

(iv) that the Company owns the Licensed Product(s) (including, but not limited to, all Intellectual Property Rights therein) or has the rights there under necessary to grant the City the rights intended to be granted hereunder;

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

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

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

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

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

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

(e) *Infringement.* In addition to the obligations in this entire Paragraph D-4, in the event that the Licensed Product(s) or any part thereof become subject of any claim that their use infringes, misappropriates or otherwise violates an Intellectual Property Right or other right of any third party, the Company at its expense will either:

(i) comply with the Agreement

(ii) return the price paid for the module or component of noncompliant Software

(iii) replacement of the non-compliant software.

(iv) modify the Licensed Product(s) so that they do not infringe any third party's claimed rights, provided that such modification does not prevent the Licensed Product(s) from performing its present and intended function.

The foregoing warranty is void if failure of the Software results from accident, abuse, or misapplication. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Outside the United States, neither these remedies nor any product support services offered by Company are available without proof of purchase from an authorized non-U.S. source.

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

(g) *Illicit (Harmful) Code.* The Company represents and warrants that the Licensed Product(s):

(i) contains no hidden files;

(ii) does not replicate, transmit, or activate other City computer systems beyond the Licensed Product, without control of a person operating computing equipment on which it resides;

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

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

For the avoidance of doubt, the provisions of this paragraph, shall apply to each delivery of the Licensed Product(s), in whole or in part, to the City including each error correction, patch, update, workaround or other similar interim or partial delivery form of the Licensed Product. Provided and to the extent any Licensed Product has any of the foregoing attributes that were intentionally written into the Licensed Product(s), and notwithstanding anything elsewhere in this Contract to the contrary, the Company shall be in default of this Contract, and no cure period will apply. The Company agrees, in order to protect the City from damages which may be intentionally or unintentionally caused by the introduction of Illicit Code to the City's computer network, that no software will be installed, executed, or copied on the City's equipment without the express approval of the City. The Company also acknowledges that it does not have any right to electronically repossess the Licensed Product(s). This provision does not relate to Viruses. In the event of a breach of this representation and warranty, the Company will also be responsible for all damages (including but not limited to consequential, incidental and indirect damages) sustained by the City up to the amount equal to the amount of the License Fees and Support and Maintenance Program fees paid by the City to the Company pursuant to this Contract.

(h) *Illicit Code in Updates.* The Company represents and warrants that if Illicit Code is installed in any Update, the Company will immediately provide the City with written notice of the installation of such Illicit Code. The Company represents and warrants that even if Illicit code is installed in any Update, the Company will never utilize the Illicit Code. If Illicit Code is enacted and the City is damaged, the Company will be responsible for all damages (including but not limited to consequential, incidental and indirect damages sustained by the City up to the amount equal to the amount of License Fee(s) and Support and Maintenance fees paid by the City to the Company pursuant to this Contract.

D-5 Grant of Rights

(a) *License(s).* The Company hereby grants to City a perpetual, nonexclusive license under all of Company's intellectual property rights to the Licensed Product(s) to install, execute, use, have access to benefit from, copy, test, display and perform the Licensed Product(s) on any Hardware at the Licensed Site(s) and to make back-up and archival copies of the Licensed Product(s) to perform the Processing Services, in its normal course of business, including, but not limited to all officers, affiliates, third party subcontractors, contractors, divisions, outsourcing The Company, suppliers and constituents of the City. There will be no limit on the number of machines, number of Users, number of locations or size of hardware of which the City can operate the Licensed Product(s). The City will have the right to receive delivery of Updates to the Licensed Product(s) as required for the production and test servers purchased for the City's

business operations, provided the City is under contract to receive support and maintenance services. The Licensed Product(s) may not be relicensed, rented or leased, nor may they be used for third-party training or service bureau use.

(b)

(c) *Third Party Service Provider Access.* Notwithstanding the confidentiality, non-disclosure and restriction of usage provisions contained in this Contract, the City may provide access to any Licensed Product(s) by its authorized consultants, agents, auditors, contractors, counsel and other representatives for the purpose of providing assistance (whether that be assistance in the form of using, benefiting from and/or accessing the Licensed Product[s]) to the City in the ordinary course of the City's operations of the Licensed Product(s), provided that any such third party shall first have executed a nondisclosure and restricted usage agreement with the City consistent with the terms of this Contract, and no such third party shall be engaged in the business of providing data processing services under a facilities management, service bureau, outsourcing or similar arrangement. The City will not provide access to the licensed IVR/IWR systems without the prior written approval of the Company.

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

(e) *Modify.* The City agrees that the City shall not modify the Software, with the exception of using the Company-provided Administration Tool. The City agrees that it shall not modify a Licensed Product in any manner which would affect the performance of the Licensed Product in such a manner as to cause it to fail to meet warranties set forth in D-4 (Representations and Warranties).

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

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

D-6 Delivery Method

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

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

D-7 Source Code Escrow

The City has not purchased, does not possess rights to, nor will receive Source Code for the Licensed Product, other than through a 3rd Party Escrow Agreement as defined within the terms below:

(a) No payment is necessary for the City to exercise its rights to obtain the deposit from the Escrow Agent other than the reasonable and incidental fees of the Escrow Agent in producing a copy of the Escrow Materials for the City.

(b) The Source Code will be delivered to Escrow, to an Escrow Agent. Deliverable form is specified in Exhibit A (Licensed Product Schedule) for each Licensed Product.

Delivery of Source Code. Upon delivery of each Licensed Product, Company will provide to the Escrow agent a complete copy of the most recent version of the Source Code for the Licensed Product.

A. Delivery to Escrow:

1. *Escrow Agent.* Within ten days of Acceptance of Software, the Company at the City's expense shall maintain a current copy of the Escrow Materials with Guard-IT who will act as the Escrow Agent under this Contract, will add the City as a beneficiary to the Company's escrow account for all intellectual property. All fees for the Escrow Agent shall be borne by the City.

2. *Escrow Materials.* The Company covenants, represents and warrants that the Company will make deposits upon any version updated that is applied to the Licensed Product. The Escrow Materials shall constitute a complete and correct version of the Licensed Product(s) and shall be sufficient for an expert computer programmer experienced and skilled in design, creation and implementation of source code. The Company shall provide for the verification of the content of the escrow deposit(s) against the Company's deposit transmittal correspondence. In addition, upon the City's request, the Escrow Agent shall reconstruct the Licensed Product(s) from the Escrow Materials provided. Further, the Escrow Agent shall notify the Company and the City in writing within ten days of the success or failure of each deposit verification attempt.

3. *Triggering Events.* The Escrow Agent shall immediately release the Escrow Materials to the City in the event:

(c) The Company refuses to provide Support and Maintenance Program to the City for any Licensed Product, provided and notwithstanding that the City is current in its Support and Maintenance Program and agrees to pay for Support and Maintenance Program, or

(i) The Company ceases to be in the business of providing a Support and Maintenance services for any Licensed Product, or

(ii) The Company is declared to be insolvent and/or bankrupt by a Court of competent jurisdiction.

(iii) The City is unable to verify that the Company is still in business.

D-8 Acceptance of Software

(a) *Acceptance Testing Period.* The City and Company have agreed to a phased delivery and implementation approach for the Licensed Product. Based on this delivery methodology, there will be multiple Acceptance Periods. Following the installation of each Phase of the Project and completion of training of the City's personnel, the Company will provide a sixty (60) day Acceptance Testing Period. The City will be allowed to test the Licensed Product and determine its conformance to the applicable Specifications, and the Licensed Product's ability of running on a repetitive basis on a variety of the City's actual data without Software failure.

(i) *Non-Acceptance.* During the Acceptance Testing Period, the City will notify the Company of any failure of the Software to operate as specified in the Documentation, or this Contract with respect to any material operational or functional capability or feature. When such notice is given, the Company shall have a maximum of 14 days, unless otherwise agreed to in writing, to correct the reported nonconformities, and the Software shall not be deemed Accepted unless and until the City states in writing that all such nonconformities have been corrected. If the Company has not corrected all such nonconformities within 45 days after the date the City first notified the Company of such nonconformity, the City shall have the right to terminate this Contract without further liability. The Company shall refund to the City all fees, if any, paid for such Licensed Product(s) for that phase of the project.

(ii) *Extension of Acceptance Testing Period.* In the event the Company agrees, at the City's request, to revise the Licensed Product(s) to correct a problem or deficiency identified by the City during the Acceptance Testing Period, the Company shall do so promptly, whereupon the City will have a additional, subsequent sixty (60) day Acceptance Testing Period within which to test the Licensed Product(s).

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

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

D-9 Documentation

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

D-10 Advance Notification

The Company will provide the City with at least 30 days advance, written notification of new releases or versions of the Licensed Product.

D-11 Support and Maintenance Program

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

D-12 Testing and Disaster Recovery

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

(a) for the duration of a disaster, and

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

D-13 Other Licenses

The parties hereto acknowledge and agree on behalf of themselves and their successors and assigns that all license agreements relating to the Licensed Product(s) between the Company and/or it predecessors on the one hand and the City on the other hand shall be superseded by this Contract. The licensees of the previous license agreements and the City shall have no further obligation to make any payments there under, and all claims by the Company, including claims for payments or alleged payments due prior to the Award Date, are released for the previous license agreements.

D-14 Survival

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

D-1 Notices

D-4 Representations and Warranties

D-5(c) Third Party Service Provider Access

D-7 Source Code Escrow
D-11 Support and Maintenance Program
D-12 Testing and Disaster Recovery
D-14 Survival
E-3 Termination for Convenience
E-4 Termination for Cause
E-6 Indemnification
E-7 Assignment
E-9 Taxes/Compliance with Laws
E-19 Confidentiality/Protection of the City's Proprietary Rights

D-15 Order of Precedence

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

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SECTION E – General Clauses

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

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

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

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

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

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

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

E-3 Termination for Convenience [CAO-7/24/08]]

The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Company, specifying the extent and effective date of the termination. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within 30 days after receipt of a correct, adequately documented written request. The City's sole liability under this Paragraph is for payment of the costs for the services, hardware, and non-refundable third party licensing requested by the City and actually performed by the Company.

E-4 Termination for Default [CAO-7/24/08] R

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

  (i) Perform the services under Section C (Statement of Work), including, if applicable, delivering any required software, goods, or documentation within the time specified in this Contract or any extension;

  (ii) Make progress, so as to endanger performance of this Contract; or

  (iii) Perform any of the other provisions of this Contract.

(b) The City's right to terminate this Contract under (a)(ii) and (a)(iii) above, may be exercised if the Company does not cure such failure within thirty (30) calendar days (or more if authorized by the City) after notice, specifying the failure, is provided pursuant to the Paragraph D-1 (Legal Notice) of this Contract.

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

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

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

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

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

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

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

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

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

(iii) Automobile Liability Insurance of limits no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used to the performance of services under this Contract. The policy must insure all vehicles **owned** by the Company and include coverage for **hired** and **non-owned** vehicles. If the services requested do not

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

(iv) Professional Liability Insurance (only if the contract is for professional services) of limits no less than $1,000,000, combined single limit and in the aggregate. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.

(b) The Company shall deliver certificate(s) of insurance in ACORD form, and endorsements indicating that such coverage required by this Contract is in effect shall be delivered to the City within three days after the Award Date of this Contract, or before work commences, whichever is earliest. All policy certificates and endorsements are required to be an agent authorized by that insurer and who is licensed by the State of Nevada. All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Company shall maintain coverage for the duration of this Contract, and any renewal periods, if applicable. The Company shall annually provide the City with a certificate of insurance as evidence that all insurance requirements have been met. The Company and/or insurance carrier shall provide the City with a 30 day advance notice of policy modification, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested". Any exclusion to the effect that the insurance carrier will "endeavor to inform" must be stricken from the certificate of insurance.

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

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

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

(f) Any subcontractor or subconsultant approved by the City shall be required to procure, maintain and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.

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

(h) The Company is required to remedy all injuries to persons and damage or loss to any property of the City, caused in whole or in part by the Company, its subcontractors or anyone employed, directed or supervised by the Company.

(i) The policies required in E-5 (a) i-iii shall have a Waiver of Subrogation provision endorsement in favor of the City of Las Vegas.

E-6 Indemnification [CAO-7/24/08]

(a) In addition to the insurance requirements set forth in Paragraph E-5 (Insurance), the Company shall protect, indemnify and hold harmless the City, its officers, employees, agents, and consultants (collectively herein the "City") harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, or agents in the performance of the terms, conditions and covenants of the Contract, regardless of whether the Liabilities were caused in part by the City.

(b) If a third party claim against the City for negligent performance by the Company is within the limits of its liability insurance and the insurance company has accepted the City's tender of defense, then the City will pay the Company what is due and owing to them, within the payment method specified in this Contract. However, if the claim is greater than the

coverage amount, the City, for its protection, may retain any money due and owing the Company under this Contract, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Company, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.

(c) It is expressly agreed that the Company shall defend the City, against the Liabilities and in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company.

(d) In no event will the Company be liable for any consequential, indirect, exemplary, special or incidental damages, including any lost data and lost profits, arising from or relating to this Contract. The Company's total cumulative liability in connection with this Contract and the services provided hereunder, whether in contract or tort or otherwise, will not exceed the amount of fees paid to the Company. The City acknowledges that the fees reflect the allocation of risk set forth in this Contract and that the Company would not enter into the Contract without these limitations on its liability.

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

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

E-8 Waiver [CAO-7/24/08]

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

E-9 Taxes/Compliance with Laws [CAO-7/24/08]

(a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind, which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

(b) The Company in the performance of the obligations of this Contract shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Health and Safety Act, and all state and federal laws prohibiting and/or relating to discrimination by reason of race, sex, age, religion or national origin.

E-10 Audit of Records [CAO-8/5/08] **R**

(a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.

(b) The City, or its designated representative(s), shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to the address, designated by the City, within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The

Company's failure to remedy the deficiency shall constitute a material breach of this Agreement. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this, subject to a cap of $2,500.00.

(c) If, at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) finds the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (a) repaid immediately by the Company to the City or (b) at the City's option, credited against any future billings due the Company.

E-11 Independent Contractor [CAO-7/24/08]

In the performance of services under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization or corporations with which it subcontracts to fulfill this Contract. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this contract or any subcontract awarded by the Company shall create a partnership, joint venture or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

E-12 Severability [CAO-7/24/08]

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

E-13 Conforming Services [CAO-7/24/08]

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Company shall furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

E-14 Modification/Amendment [CAO-7/24/08]

This Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Contract shall be null and void, and may not be relied upon by either party.

E-15 Entire Agreement, Section and Paragraph Headings [CAO-7/24/08]

(a) This Contract represents the entire and integrated agreement between the City and the Company. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.

(b) The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

E-16 Conflict of Interest (City Officials) [CAO-7/24/08]

(a) An official of the City, who is authorized in such capacity and on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized in such capacity and on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.

(b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the City may immediately terminate this Contract for default or convenience, based on the culpability of the parties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Company shall provide current, complete, and accurate documentation to the City in support of any equitable adjustment. Failure to provide adequate documentation, within a reasonable time after a request from the City, will be

deemed a waiver of the Company's right to dispute the equitable adjustment proposed by the City, where such equitable adjustment has a reasonable basis at the time it is determined by the City.

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

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

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SECTION F – List of Attachments/Exhibits

The following attachments are hereby incorporated into this contract:

Identifier	Title/Text Reference	Date	Pages
Attachment 1	Statement of Work		47
Attachment 2	Licensed Product Schedule		1
Attachment 3	Associated Services by Task		1
Attachment 4	Support and Maintenance Program		2

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

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 5-14-10
Deputy City Attorney Date

SELECTRON TECHNOLOGIES, INC.

TODD A. JOHNSTON, PRESIDENT, CEO

"Company"

ATTACHMENT 1
STATEMENT OF WORK

***To be inserted in final draft

Selectron
TECHNOLOGIES, INC.

Microsoft
GOLD CERTIFIED
Partner

Statement of Work

VoicePermits™

WebPermits™

VoiceCourt™

WebCourt™

Outbound Delivery Services™

CommunitySelect

www.SelectronTechnologies.com

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1.0 Overview

This Statement of Work (SOW) outlines the software, hardware, and implementation services included with the purchase of an interactive solution from Selectron Technologies. Additionally, this document describes the Customer's responsibilities in providing a suitable environment and facilitating a successful implementation of the Selectron Technologies' interactive solution.

2.0 Functionality

This section details the functionality of each application included in the implementation of this interactive solution. All functions and features are dependent upon required application[1] data availability. The interactive solution must be able to retrieve data from the application databases either through direct access or through an indirect interface provided by the Customer and/or database vendor. In addition, the interactive solution is required to post data back to the application databases. Normally, an indirect interface is provided to ensure system integrity for posted data.

The exact data required for retrieval and posting by the interactive solution is determined by final product definition including agreed upon call flow, business rules, and work process. Additionally, the call flow, business rules, and work process may be limited by the availability and access to data.

2.1 VoicePermits

The VoicePermits application interacts with the Customer's permitting database to deliver information and services over the phone to callers.

2.1.1 Standard Feature Set

This section details the standard features included with the VoicePermits application.

2.1.1.1 Inspection Scheduling

VoicePermits allows callers to schedule, reschedule, and cancel inspections. Additionally, callers can leave messages for inspectors; messages are stored on the interactive solution's server for 90 days. Once the caller has scheduled, rescheduled, or cancelled an inspection, they will receive a confirmation number. To access scheduling functionality, callers must enter a valid permit number. When an inspection is scheduled against a permit on which the inspection's type has not previously been added, the inspection type will be added to the permit prior to scheduling.

2.1.1.2 Posting Inspection Results

Inspectors can use VoicePermits to post inspection results, hear messages left by the permit holder, and leave a message for the permit holder. To ensure security, inspectors must enter a PIN prior to recording results. The PIN can be determined by the Customer, but must be validated by the permitting database.

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1. The terms "application databases" and "application systems" refer to all Customer databases that have been integrated with the interactive solution (e.g., permitting database, utility database, court database, etc.).

2.1.1.3 Obtain Inspection Results

Permit holders can call VoicePermits to listen to the results of their scheduled inspection and listen to any messages left by the inspector; messages are stored on the interactive solution's server for 90 days. To access inspection results, callers must enter a valid permit number.

2.1.1.4 PIN Access

Callers must enter a valid PIN to gain access to the system. VoicePermits relies on the Customer's permitting system to manage and verify PINs.

2.1.2 Additional Features

This section details the optional, add-on modules included with the VoicePermits application.

2.1.2.1 Correction Codes

When posting results for a failed inspection, the inspector can enter a correction code. Correction codes detail the specific reason for inspection failure. The description of the correction code is available to callers requesting inspection results.

The permitting database must allow the input of correction codes, as well as access to the field storing the codes, to allow full functionality of this module. The Customer is responsible for maintaining correction code data (section 3.1.21, **Maintain Correction Codes**).

2.1.2.2 Inspection Prerequisites

System administrators can configure VoicePermits to disallow inspections from being scheduled until other, associated inspections have been scheduled or approved. When callers attempt to schedule an inspection whose prerequisites have not been met, the system speaks back the specific unmet prerequisites. The Customer's business rules determine whether or not inspection prerequisites must be scheduled or approved prior to scheduling associated inspections.

2.1.2.3 Limit Inspections

When implemented, this module allows the jurisdiction to set a maximum number of scheduled inspections per day, per defined group. This module can be implemented to allow inspection limitation using one of two schemes: by inspection group (such as Electrical, Plumbing, etc.) or by a jurisdiction-defined custom group (limitations set by city, by inspection type, location, or other criteria desired by the Customer). The implemented grouping scheme is dependent upon jurisdiction requirements.

Inspection groups that have reached the daily maximum limit are not available for caller selection. When contractors arrive at the Customer's office for scheduling, staff members can use the included Inspection Calendar web page to view availability prior to scheduling inspections in the permitting system or by using VoicePermits.

VoicePermits regularly polls the permitting database (section 3.1.19, **Maintain Inspection Limitation**) to verify the number of scheduled inspections per group. The information is then updated to the VoicePermits server and is used to present callers with scheduling information and update the Administration Tool (section 4.2, **Software**) and the Inspection Calendar web page. If concurrent scheduling requests occur between polling attempts, the daily inspection count may be exceeded. The Customer may configure the polling schedule in the Administration Tool. However, Selectron Technologies recommends periodically polling the permitting database, rather than on-demand schedule verification, to minimize processor use.

2.1.2.4 Modify Inspection Conditions

Each inspection type is accompanied by a standard set of rules for allowing/disallowing inspection scheduling. Using the Administration Tool (section 4.2, **Software**), the Customer's staff can enable or disable each rule at the inspection type level. The specific rules to be implemented are mutually agreed upon by the Customer and Selectron at the onset of implementation.The same conditions logic applies to both VoicePermits and WebPermits.

2.1.2.5 Payment Processing: Credit Card

VoicePermits accepts credit card payments, allowing callers to pay inspection fees, project fees, and building application fees. The Customer's business rules determines whether the system can process over payments, partial payments, remainder amounts from previous partial payments, and payments for specific inspections when there are multiple outstanding inspection fees. Visa®, MasterCard®, and Discover® are all pre-configured credit card types within VoicePermits; credit card types not used by the Customer will be unavailable to the caller. Additionally, VoicePermits accepts Visa or MasterCard debit cards; payments using debit cards are processed as a credit transaction.

Once a payment has been processed, VoicePermits issues a payment confirmation number. When taking a payment, the payment processing software verifies the credit card number and expiration date. For more security, the Customer can choose to verify the card holder's zip code and security code.

Fee data must be available to VoicePermits to ensure functionality of this module.

VoicePermits provides a report for manual posting, or, if supported, passing payment information to the interface to be processed into the Customer's permitting system.

The following payment processing fees and services are not covered by purchase of the VoicePermits application:

- Transaction fees
- Merchant accounts
- Third-party payment processing services, fees, and software

The Customer must select the third-party payment processing vendor prior to system development. Any changes to payment processing vendors, after system development, are billable on a Time and Materials basis.

2.1.2.6 Payment Processing: Shopping Cart

The Shopping Cart module allows callers to make a single payment for multiple fees. During the call, when a caller opts to make a payment on an item such as an inspection, the item and the associated cost is added to the caller's "shopping cart." Once the caller has selected all desired purchases, the caller indicates to VoicePermits that no additional purchases are desired and the caller wishes to make a payment. VoicePermits speaks the number of items in the caller's shopping cart, any applicable convenience fees, and the total amount to be paid. The caller may choose to make the payment or to clear the contents of the "shopping cart" and start over.

2.1.2.7 Inspection Type-based Transfer Numbers

When a caller requests a transfer to customer service from VoicePermits, the interactive solution determines the transfer extension based on the type of inspection with which the caller is currently working. If the caller is not working with an inspection, or if the transfer extension has not been defined for that inspection type, VoicePermits transfers the caller to a primary customer support number defined by the Customer.

Selectron implements VoicePermits using the associated transfer extensions provided by the Customer at the beginning of implementation. It is the Customer's responsibility to maintain the list of transfer extensions associated with inspection types. The Customer may add, modify, or delete extensions associated with inspection types using the Administration Tool (section 4.2, **Software**). No more than one transfer extension may be associated with an inspection type.

2.1.2.8 Professional Voice Recording

All system prompts (including call flow), correction code descriptions, and street names are professionally recorded prior to installation. Additionally, all outbound notification prompts are professionally recorded (section 2.5.1.1, **Outbound Notify**). The following non-system prompt and message types are not included, and require Customer recording:

- Optional Greeting (section 3.1.4, **Append an Optional Greeting**)

For more information regarding non-system prompt recording, refer to section 3.1.8, **Record Prompts and Responses**.

The Customer must sign-off on all Professional Voice Recording scripts prior to prompt recording. All prompt change requests after recording has been completed may incur additional charges on a Time and Materials basis (street names will be updated on a quarterly basis as described in section 3.1.7, **Add New Streets**).

2.1.2.9 Same Day Scheduling - Additional Fees

Callers may schedule an inspection for the same day on which they are calling. The system speaks any additional fees that are required for same-day

inspections. VoicePermits relies on the permitting system to provide fee amounts and calculated amounts owed. The Customer may specify a cutoff time after which same day inspections cannot be scheduled.

2.1.2.10 SmartDelivery

SmartDelivery software enables VoicePermits to send faxes and/or e-mail to callers.

When requesting a fax, callers are prompted to use their telephone keypad to enter the number where the fax should be sent. Selectron Technologies recommends that faxed documents be no longer than ten pages to ensure accurate delivery to recipients.

Prior to receiving an e-mail, callers must have an e-mail address on file in the permitting database. If an e-mail address is not available, callers are not given the option of receiving an e-mail.

2.1.2.11 Speak Inspector Information

With this module, a permit holder with an inspection scheduled for the current day can verify the identity of the scheduled inspector. The permit holder calls VoicePermits and enters the inspection confirmation number or, alternatively, the permit number and inspection type. When the permit holder selects the relevant menu option, VoicePermits speaks the name of the scheduled inspector, the scheduled inspector's telephone number, and a brief generic message (the content of the message is decided upon by the Customer prior to system implementation).

2.1.2.12 Subcontractor Registration

The Customer's permitting system houses subcontractor information. Subcontractors wishing to use VoicePermits (or WebPermits) must validate their identity using a PIN. Selectron modifies the interactive solution to accept PIN input from subcontractors and validate against PINs existing within the Customer's permitting system.

2.1.2.13 Subcontractor Add to Company Grid

In order to schedule inspections against a permit, a subcontractor must be assigned to that permit. Selectron modifies the interactive solution to accept self-assignment from subcontractors. The interactive solution's reporting suite (section 3.1.1, **Run System Reports**) indicates activities performed on a given permit, including subcontractor identification numbers.

2.2 WebPermits

The WebPermits application interacts with the Customer's permitting database to deliver information and services over the web to citizens. WebPermits works in conjunction with VoicePermits and cannot be run as an independent application. The WebPermits application resides on the Customer's web server (section 5.2.2.8, **Provide Web Server**).

2.2.1 Standard Feature Set

When citizens access the main WebPermits page, they are required to log in with a permit number and security code. The security code can be determined by the Customer, but must be verified by the permitting database. Most jurisdictions use the site address associated with the permit as the security code.

This section details the standard features included with the WebPermits application.

2.2.1.1 Inspection Scheduling

WebPermits allows citizens to schedule, reschedule, and cancel inspection using a web interface. When scheduling an inspection, the citizen can select the specific inspection type as well as inspection date from a calendar. Available dates on the calendar are determined by the Customer's business rules. Additionally, citizens can select a preference of a morning or afternoon inspection. Once citizens have scheduled, rescheduled, or cancelled an inspection, they receive a confirmation number; WebPermits provides a printer-friendly page allowing the citizen to easily print the confirmation.

To access scheduling functionality, a valid permit number must be entered during the login process.

2.2.1.2 Obtain Inspection Results

Permit holders can access WebPermits to view the results of their scheduled inspection. WebPermits displays the inspection type, the completed date, inspection result, inspector, and a confirmation number. WebPermits provides a printer-friendly page allowing permit holders to easily print the inspection results associated with a permit.

To access inspection results, a valid permit number must be entered during the login process.

2.2.1.3 E-mail Link

WebPermits provides an e-mail link, allowing citizens to directly e-mail the Customer's jurisdiction. When citizens click the link, their default e-mail client displays with the appropriate, pre-defined e-mail address and configurable subject heading filled in.

2.2.1.4 PIN Access

Users must enter a valid PIN to gain access to the system. WebPermits relies on the Customer's permitting system to manage and verify PINs. The PIN a user enters to access WebPermits is identical to the PIN the user enters to access VoicePermits.

2.2.2 Additional Features

This section details the optional, add-on modules included with the WebPermits application.

2.2.2.1 Payment Processing: Credit Card

WebPermits accepts credit card payments, allowing callers to pay inspection fees, project fees, and building application fees. The Customer's business

rules determine whether the system can process over-payments, partial payments, remainder amounts from previous partial payments, and payments for specific inspections when there are multiple outstanding inspection fees. Visa®, MasterCard®, and Discover® are all pre-configured credit card types within WebPermits; credit card types not used by the Customer are unavailable to the citizen for use. Additionally, WebPermits accepts Visa or MasterCard debit cards; payments using debit cards are processed as a credit transaction.

When taking a payment, the payment processing software verifies the credit card and expiration date. For more security, the Customer can choose to verify the card holder's zip code and security code. Once a payment has been processed, WebPermits issues a payment confirmation number; WebPermits provides a printer-friendly page allowing citizens to easily print the confirmation details.

Fee data must be available to WebPermits to ensure functionality of this module.

WebPermits provides a report for manual posting, or, if supported, passing payment information to the interface to be processing into the Customer's permitting system.

The following payment processing fees and services are not covered by the purchase of this module:

- Transaction fees
- Merchant accounts
- Third-party payment processing services, fees, and software

The Customer must select the third party payment processing vendor prior to system development. Any changes to payment processing vendors, after system development, is billable on a Time and Materials basis.

2.2.2.2 Payment Processing: Shopping Cart

WebPermits employs the same shopping cart functionality VoicePermits (section 2.1.2.6, **Payment Processing: Shopping Cart**). During a web session, when web user opts to make a payment on an item such as an inspection, the item and the associated cost is added to the user's "shopping cart." When the user has finished adding items to the shopping cart and elects to make a payment, WebPermits displays a list of all items that have been added, the associated cost for each, any applicable convenience fees, and the total amount to be paid. The caller may choose to make the payment or to clear the contents of the "shopping cart" and start over.

2.2.2.3 Same Day Scheduling - Additional Fees

Web users may schedule an inspection to be performed on the same day on which they are requesting the inspection. The system displays any additional fees that are required for same-day inspections. WebPermits relies on the permitting system to provide fee amounts and calculated amounts owed. The Customer may specify a cutoff time after which same day inspections cannot be scheduled.

2.2.2.4 Subcontractor Add to Company Grid

In order to schedule inspections against a permit, a subcontractor must be assigned to that permit. Selectron modifies the interactive solution to accept self-assignment from subcontractors. The interactive solution's reporting suite (section 3.2.1, **Run System Reports**) indicates activities performed on a given permit, including subcontractor identification numbers.

2.3 VoiceCourt

The VoiceCourt application interacts with the Customer's court database to deliver information and service over the phone to callers.

2.3.1 Standard Feature Set

This section details the standard features included in the VoiceCourt application.

2.3.1.1 Case Information Access

VoiceCourt allows callers to hear a summary of their case disposition and any related court dates or fines owed. To access this information, callers must enter their case number, driver's license, Social Security number, or license plate number, and PIN (and/or date of birth in a MM-DD-YY format). The PIN can be defined by the Customer, but must be verified by the court database. VoiceCourt confirms the chosen case by specifying a description and the ruling date. Once the caller confirms, fines and court dates assigned by the Customer's jurisdiction are played as well.

2.3.1.2 Enter Plea

Callers may enter a plea on the case about which they are calling. The available pleas are defined at the onset of implementation; subsequent changes to available pleas require additional professional services.

2.3.1.3 Payment History

Callers may hear the payment history on the case about which they are calling. This history includes all payments previously applied against the case. VoiceCourt speaks the payment date, amount paid, and the method of payment.

2.3.1.4 Warrant Options

Each case type is accompanied by a standard set of business rules to govern the caller's options when interacting with the case. Selectron enhances VoiceCourt to include these rules. Using the Administration Tool (section 4.2, **Software**), the Customer's staff can toggle each rule at the case type level. The specific rules to be implemented are mutually agreed upon by the Customer and Selectron at the onset of implementation.The same conditions logic applies to both VoiceCourt and WebCourt. Any rule requiring complexity beyond a yes/no value will result in a transfer of the caller to a customer service representative.

2.3.2 Additional Features

This section details the optional, add-on modules and features included with this implementation of the VoiceCourt application.

2.3.2.1 Payment Processing: Credit Card

VoiceCourt accepts credit card payments; the Customer's business rules determine whether the system can process over payments or partial payments. Visa®, MasterCard®, and American Express® are all pre-configured credit card types within VoiceCourt; credit card types not used by the Customer are unavailable to the caller. Once a payment has been processed, VoiceCourt issues a payment confirmation number. When taking a payment, the payment processing software verifies the credit card number and expiration date. For more security, the Customer can choose to verify the card holder's zip code and security code.

VoiceCourt provides a report for manual posting, or, if supported, passing payment information to the interface to be processed into the Customer's court database.

The following payment processing fees and services are not covered by purchase of the VoiceCourt application:

- Transaction fees
- Merchant accounts
- Third-party payment processing services, fees, and software

The Customer must select the third-party payment processing vendor prior to system development. Any changes to payment processing vendors, after system development, are billable on a Time and Materials basis.

2.3.2.2 Professional Voice Recording

All system prompts (including call flow) are professionally recorded prior to installation. Additionally, outbound notification prompts are professionally recorded (section 2.5.1.1, **Outbound Notify**). The following non-system prompt and message types are not included, and require Customer recording:

- Optional Greeting (section 3.3.4, **Append an Optional Greeting**)

For more information regarding non-system prompt recording, refer to section 3.3.7, **Record Prompts and Responses**.

The Customer must sign-off on all Professional Voice Recording scripts prior to prompt recording. All prompt change requests after recording has been completed may incur additional charges on a Time and Materials basis.

2.3.2.3 SmartDelivery

SmartDelivery software enables VoiceCourt to send faxes and/or e-mails to callers.

When requesting a fax, callers are prompted to enter the number where the fax should be sent. Selectron Technologies recommends that faxed documents be no longer than ten pages to ensure accurate delivery to recipients.

Prior to receiving an e-mail, callers must have an e-mail address on file in the court database. If an e-mail address is not available, callers are not given the option of receiving an e-mail.

2.3.2.4 Spanish Language

The Spanish Language module enables VoiceCourt to play back system prompts in both English and Spanish. Additionally, all dates, numbers, ordinals, currencies, and letters are translated to the proper language. All other prompts must be recorded and translated by the Customer (section 3.3.7, **Record Prompts and Responses**).

When Professional Voice Recording has been implemented in conjunction with the Spanish Language module, all system prompts are recorded in Spanish prior to installation. Non-system prompt and message types are not included and require Customer translation and recording. Refer to section 2.3.2.2, **Professional Voice Recording**, for a list of non-system prompts and messages.

The professionally-recorded Spanish prompts use a vocabulary and dialect predetermined by Selectron. Additions and changes to the prompts to account for regional differences are subject to time and materials billing.

2.3.2.5 Computer Telephony Integration: Screen Pop

The screen pop component is installed on customer service representatives' computers. When callers transfer from the VoiceCourt interactive solution to the customer service center, VoiceCourt passes caller account information to the screen pop component for viewing by the representative receiving the transferred caller. Account information includes the caller's account number, and may include other account-related that are agreed upon at the beginning of implementation.

VoiceCourt uses Syntellect's CT Connect software to enable screen pop functionality. The Customer must ensure that its telephony environment is configured to interface with CT Connect (section 5.2.2.6, **Configure Telephony Environment for CTI**). Additionally, the data fields available through the screen pop funtionality must be supported by the Customer's court system. Selectron assists the Customer in determining what data can be passed to customer service representatives.

2.3.2.6 Schedule Court Appearances

VoiceCourt allows callers to schedule a court appearance on a case. Callers select the desired court appearance from options presented by VoiceCourt. VoiceCourt relies on the Customer's court system to pass available options.

Once the caller has scheduled a court appearance, the caller receives a confirmation number.

2.3.2.7 Schedule Schools

VoiceCourt allows callers to schedule, reschedule, or cancel enrollment in a relevant class based on case type and plea. If the caller has not already entered a case number for class scheduling, the caller is prompted to enter a

driver's license number and authentication information determined by the Customer. The caller then selects the relevant case for class scheduling.

When scheduling or rescheduling a class, VoiceCourt speaks the next available class date, time, and (if necessary) location. The caller may select this class or request to hear the next available.

Once a caller successfully schedules a class, VoiceCourt speaks the confirmation number, date, and time, and location of the class. The caller is prompted to hear directions to the class location.

2.4 WebCourt

The WebCourt application interacts with the Customer's court database to deliver information and services over the web to citizens. WebCourt works in conjunction with VoiceCourt and cannot be run as an independent application. The WebCourt application resides on the Customer's web server (section 5.2.2.8, **Provide Web Server**).

2.4.1 Standard Feature Set

When citizens access the main WebCourt page, they are required to log in with a case number and security code. The security code can be determined by the Customer, but must be verified by the court database. Most jurisdictions use the site address associated with the caller's case as the security code.

This section details the standard features included with the WebCourt application.

2.4.1.1 Case Information Access

Citizens can access their current case status information, including case number, case disposition, court dates and fees owed.

2.4.1.2 Payment History

Citizens can access their case's fee payment history. Information displayed includes the payment date, amount paid, and the method of payment.

2.4.1.3 E-mail Link

WebCourt provides an e-mail link, allowing citizens to directly e-mail the Customer's jurisdiction. When citizens click the link, their default e-mail client displays with the appropriate, pre-defined e-mail address and configurable subject heading filled in.

2.4.2 Additional Features

This section details the optional, add-on modules included with the WebCourt application.

2.4.2.1 Spanish Language

WebCourt includes the framework for displaying content in the Spanish language in the same format and structure as the English framework. Users may select an English or Spanish navigation experience.

The Customer provides translation of the existing English content into Spanish.

2.4.2.2 Payment Processing: Credit Card

WebCourt accepts credit card payments, allowing callers to pay their bills; the Customer's business rules determine whether the system can process overpayments or partial payments. Visa®, MasterCard®, and American Express® are all pre-configured credit card types within WebCourt; credit card types not used by the Customer are unavailable to the citizen for use. When taking a payment, the payment processing software verifies the credit card and expiration date. For more security, the Customer can choose to verify the card holder's zip code and security code. Once a payment has been processed, WebCourt issues a payment confirmation number; WebCourt provides a printer-friendly page allowing citizens to easily print the confirmation details.

WebCourt provides a report for manual posting, or, if supported, passing payment information to the interface to be processing into the Customer's court system.

The following payment processing fees and services are not covered by the purchase of this module:

- Transaction fees
- Merchant accounts
- Third-party payment processing services, fees, and software

The Customer must select the third party payment processing vendor prior to system development. Any changes to payment processing vendors, after system development, is billable on a Time and Materials basis.

2.4.2.3 Schedule Court Appearances

WebCourt allows web users to schedule a court appearance on a case. Web users select the desired court appearance from options presented by WebCourt. WebCourt relies on the Customer's court system to pass available options.

Once the web user has scheduled a court appearance, WebCourt displays a confirmation number.

2.4.2.4 Schedule Schools

WebCourt allows web users to schedule, reschedule, or cancel enrollment in a relevant class based on case type and plea. If the web user has not already entered a case number for class scheduling, the user is prompted to enter a driver's license number and authentication information determined by the Customer. The web user then selects the relevant case for class scheduling. from the options presented by WebCourt. WebCourt relies on the Customer's court system to pass available options.

Once a web user caller successfully schedules a class, WebCourt displays the confirmation number, date, and time, and location of the class.

2.4.2.5 Attorney-entered Pleas

This module allows attorneys to enter pleas on behalf of clients. In order to enter a plea, an attorney must enter appropriate identity authentication information. If multiple offenses exist on a case, the attorney may enter pleas for the multiple offenses within a single submit function.

2.4.2.6 Attorney/Bondsmen Case Access

Attorneys and bondsmen may access case information by logging into WebCourt using the appropriate authentication information. Cases may be accessed by case number as well as by other search criteria that are mutually agreed upon by the Customer and Selectron prior to implementation.

2.4.2.7 Provide Attorney Information

A web user enters a case number, and WebCourt displays the case, as well as the attorney of record and attorney's contact information. No authentication information is required to view this information.

2.4.2.8 Spanish Language

WebCourt includes the framework for a Spanish-language IWR solution. However, it is the responsibility of the Customer to provide Spanish translations for all pages in the WebCourt solution.

2.5 Outbound Delivery Services

Outbound Delivery Services is an information delivery system that allows the Customer to initiate automated outbound campaigns to deliver information and messages to citizens. The engine is used to power two service types: Outbound Alert and Outbound Notify. Both service types are implemented separately. The service type(s) that are implemented for the interactive solution are detailed below.

2.5.1 Standard Feature Set

This section details the standard features included with Outbound Delivery Services.

2.5.1.1 Outbound Notify

The Outbound Notify service type enables the Customer to run contextual campaigns tailored to specific individuals or groups. Typically, Outbound Delivery Services pulls data from the Customer's application database(s) to present information to citizens, although Selectron Technologies works with the Customer to implement other solutions. Due to their complex nature, each notification requires Professional Services to configure.

Outbound Notify can be implemented with a number of pre-configured notifications or Selectron Technologies works with the Customer to develop custom notifications as agreed upon. Refer to section 2.5.2, **Additional Features**, for a list of all pre-configured notifications included with this implementation.

Notifications can be configured to run automatically or at specific dates and times. Notifications are sent via phone. When SmartDelivery has been implemented, Outbound Delivery Services can send notifications via fax and/or e-

mail (section 2.5.2.9, **SmartDelivery**). In order for faxes and e-mails to be sent, the fax number or e-mail address must be available in the applicable database (e.g. permitting or cout). If contact information is not available, the notification cannot be sent. Note that fax or e-mail based notifications do not include the ability to make payments or transfer to customer service.

2.5.2 Additional Features

This section details the optional, add-on modules included with this implementation of Outbound Delivery Services.

2.5.2.1 Outbound Notify: Expiring and Expired Permits Notification

This service requires the VoicePermits application and interacts with the permitting database. When this notification is configured, permit holders may be contacted about their expiring and expired permits. Typical information included in this notification includes the permit number and the expiration, or expired, date. The date and time of notification delivery, relative to the expiration date, can be configured to fit the Customer's business rules.

2.5.2.2 Outbound Notify: Permits Ready to Be Issued Notification

This notification requires the VoicePermits application and interacts with the permitting database. When this notification is configured, the interactive solution apprises the permit applicant when a permit is ready to be issued. The system speaks the permit number and fees due, then speaks generic language agreed upon by Selectron and the Customer, such as payment options. The recipient of the notification is prompted to transfer to VoicePermits to make a payment.

2.5.2.3 Outbound Notify: Inspection Next Day Notification

This notification requires the VoicePermits application and interacts with the permitting database. When this notification is configured, the interactive solution contacts a permit holder when an inspection is scheduled for the next day. The system speaks the type of inspection, the permit number, and a general message indicating that the inspection is scheduled to occur. If available, the system speaks whether the inspection is scheduled for the morning or afternoon. The time of day that the notification occurs can be configured to fit the Customer's business rules.

2.5.2.4 Outbound Notify: Who's My Inspector Notification

This notification requires the VoicePermits application and interacts with the permitting database. On the day of an inspection, once the inspection has been assigned to an inspector, the interactive solution contacts the permit holder and speaks the assigned inspector's name, the assigned inspector's contact number, and an agreed-upon generic message indicating that the inspector will contact the permit holder shortly.

2.5.2.5 Outbound Notify: Court Appearance Notification

This notification requires the VoiceCourt application and interacts with the court database. When this notification is configured, the interactive solution contacts defendants who are scheduled for a court appearance. The system speaks the date, time, and location of the court appearance and provides the

option for the recipient to transfer to a customer service representative. The number of days prior to the scheduled court appearance at which the notification is sent can be configured to fit the Customer's business rules.

2.5.2.6 Outbound Notify: Payment Reminder Notification

This notification requires the VoiceCourt application and interacts with the court database. When this notification is configured, the interactive solution contacts defendants who owe outstanding balances on citations. The system speaks the citation number and the amount owed. The recipient of the notification is prompted to transfer to VoiceCourt to make a payment. The notification is triggered when payment on a citation is overdue by a certain number of days; this number of days can be configured to fit the Customer's business rules.

2.5.2.7 Outbound Notify: Warrant Notification

This notification requires the VoiceCourt application and interacts with the court database. When this notification is configured, the interactive solution contacts persons for whom an arrest warrant will been issued. The system speaks the date the warrant will be issued and speaks a generic message providing remediation options. The notification recipient is prompt to transfer to a customer service representative. The notification is triggered a certain number of days prior to warrant issuance; this number of days can be configured to fit the Customer's business rules.

2.5.2.8 Outbound Notify: Class Reminder Notification

This notification requires the VoiceCourt application and interacts with the court database. When this notification is configured, the interactive solution contacts persons who have registered for applicable court classes. The system speaks the kind of class, as well as the date, time, and location of the class, and a generic informational message agreed upon by Selectron and the Customer. The number of days in advance the reminder notification is sent can be configured to fit the Customer's business rules.

2.5.2.9 SmartDelivery

Smart Delivery software enables Outbound Delivery Services to send faxes and/or e-mail to message recipients.

2.5.2.10 Spanish Language

The Spanish Language module allows Outbound Delivery Services to play outbound campaign messages in both English or Spanish over the phone. The content of the message is identical for each language. All messages must be translated and recorded by the Customer, however, all dates, numbers, ordinals, currencies, and letters are already translated to the proper language. Depending on configuration, campaigns sent via fax or e-mail include both English and Spanish within the same message.

2.6 CommunitySelect

CommunitySelect is an interactive solution that provides the Customer an environment for creating its own dynamically-configurable, interactive menus. The Customer's administrative staff use the CommunitySelect Manager application to create a menu structure consisting of

"nodes." Using a simple drag-and-drop interface, the Customer can create, edit, arrange, and delete nodes to build a department-specific information system for callers. Customers then use a touch-tone telephone to record the necessary spoken messages or prompts.

CommunitySelect requires that the interactive solution uses Selectron core components that are version 4.5.3 or later.

2.6.1 Nodes

CommunitySelect includes five types of nodes that may be created.

- Submenu: A submenu is a menu of options that is nested within a higher-level menu option. Submenus enable the Customer to streamline the Community-Select call flow and organize content into groups containing similar information.
- Information item: A general information item contains a spoken message that provides some informational message to callers accessing CommunitySelect.
- Fax document: The fax node allows callers to request a specific fax document by selecting the relevant menu choice.
- Call transfer: CommunitySelect transfers the caller to an extension within the Customer's phone system.
- Call chain: If the Customer has implemented another interactive solution from Selectron Technologies, the chain node enables callers to be transfered into the call flow of such solutions. The Customer can designate whether the caller is chained into the beginning of the call flow, or to a designated location within the call flow.

2.6.2 Shortcuts

Each node within CommunitySelect can be assigned a unique shortcut key sequence. Callers can then enter this sequence at any point in the CommunitySelect call flow to access the node directly.

2.6.3 Placement

If CommunitySelect is implemented in tandem with other interactive solutions from Selectron Technologies, the Customer must designate the desired placement of CommunitySelect and the other interactive solution(s) relative to each other. For example, the Customer may desire that CommunitySelect be the first interactive solution callers reach when placing a call to the department, or the Customer might want each interactive solution to possess a unique phone number. The Customer must determine its preference at the onset of implementation; subsequent changes will require Selectron professional services and may be subject to time and materials billing.

2.6.4 Configuration Scope

The CommunitySelect Manager is intended for use in configuring the menu structure within the CommunitySelect call flow only. The CommunitySelect Manager cannot be used to alter the call flow of other Selectron interactive solutions.

2.6.5 Spanish Language

When the Spanish language module is implemented, the CommunitySelect menu can be presented to callers in both English and Spanish. The menu tree will be identical across both languages. All dates, numbers, ordinals, currencies, and letters are translated to the proper language. Otherwise, just as in English, the Customer is responsible for recording all spoken Spanish prompts within CommunitySelect (section 3.6.3, **Record Prompts and Reponses**).

When Professional Voice Recording has been implemented in conjunction with the Spanish Language module, all system prompts are translated and recorded in Spanish prior to installation. Non-system prompt and message types are not included and require Customer translation and recording. Refer to section section 2.6.6, **Professional Voice Recording**, for a list of non-system prompts and messages.

The professionally-recorded Spanish prompts use a vocabulary and dialect predetermined by Selectron. Additions and changes to the prompts to account for regional differences are subject to time and materials billing.

2.6.6 Professional Voice Recording

All system prompts are professionally recorded prior to installation, in both English and Spanish. The following non-system prompt and message types are not included, and require Customer recording:

- Optional Greeting (section 3.1.4, **Append an Optional Greeting**)

For more information regarding non-system prompt recording, refer to section section 3.6.3, **Record Prompts and Responses**.

The Customer must sign-off on all Professional Voice Recording scripts prior to prompt recording. All prompt change requests after recording has been completed may incur additional charges on a Time and Materials basis.

2.6.7 Department-specific Templates

Selectron delivers two call flow templates with CommunitySelect, one for the courts department and one for the building and permitting department. The templates are intended to serve as a quick-start guide for customizing the call flow to the Customer's preference; the Customer may edit the templates as desired. Each template includes the associated professionally-recorded voice prompts.

2.7 Enterprise-wide Functionality

This section details additional functionality that is shared by all applications identified in this Statement of Work.

2.7.1 Rejected Payment Submissions Report

Selectron bulds a custom report that displays all payment attempts that were rejected. The report lists account/permit/case number, application through which payment was attempted, and reason for rejection. Administrative personnel can filter the report to show results for all applications or any combination of applications.

2.7.2 Fax Server Integration

When a caller requests a faxed document, the interactive sends the requested fax as an attachment to an SMTP message. The document for faxing is in either an .rtf or .pdf format. Further specific details of the fax workflow are agreed upon by Selectron and the Customer prior to system implementation.

That the interactive solution's reporting functionality can only report that documents were sent to the Customer's fax server; any further reporting (for example, delivery status to the person who requested the fax) is the responsibility of the Customer's fax server.

3.0 Administrative Tasks

This section details tasks that the Customer's system administrator can perform while maintaining and operating the interactive solution.

3.1 VoicePermits

The tasks listed below apply to the VoicePermits application.

3.1.1 Run System Reports

System administrators can generate, view, save, and print system usage reports using Microsoft Internet Explorer® 5.0, Mozilla Firefox 1.0, or newer, with access to the Customer's intranet. Reports can be saved as PDF files from the browser.

System administrators can also configure reports for automatic delivery to designated e-mail addresses. Auto-delivery frequency options include monthly, weekly, and daily.

Table 1 lists the reports available with this implementation.

Table 1 System Reports

Report	Definition
System Usage	Calls received by day for selected date range
System Line Usage	Calls received by line for selected date range
System Usage by Hour	Calls received by hour for selected date range
System Statistics	Displays consolidated usage information, including time in use and call time information
Call Activity Details	Displays all actions that a caller made during a call
Inspector Post Activity	Lists all inspections posted by each inspector for a selected date range
Action Report	Number of times the application functions were selected for selected date range

Table 1 System Reports

Report	Definition
Payment	Payment type with date, time, utility account numbers, and Confirmation numbers
Fax Activity Report	Fax status, document, date, time, and permit number
Email Activity Report	Date sent, document type, confirmation number, and permit number

3.1.2 Set Operator Transfer Extension

By setting the operator transfer extension, system administrators can determine where VoicePermits transfers calls. Calls can be transferred to different extensions depending on the time of day and what type of information the caller is requesting. Operator transfer settings are managed using the Administration Tool (section 4.2, **Software**).

3.1.3 Set Office Hours and Holidays

When office hours and holidays have been set, the system checks against the office hours and holiday schedule to determine the correct action when transferring calls.

3.1.4 Append an Optional Greeting

Appending an optional greeting instructs the system to play an additional greeting message when callers access VoicePermits. The optional greeting can be used to inform callers of changes in office hours or upcoming holidays. System administrators are responsible for recording the optional greeting. Training on how to record prompts and responses is provided during system installation (section 4.4.3, **Provide Administrative Training**).

3.1.5 Control Administrative Access

The system administrator is responsible for creating and deleting administrative accounts, editing account access levels, and changing the prompt recording access PIN for the interactive solution. Access levels can be set to only allow reporting capabilities or to allow full administrative access. Administrative access can be set using the Administration Tool (section 4.2, **Software**).

3.1.6 Manage PINs

The Customer is responsible for creating or modifying PINs for user access to VoicePermits and WebPermits. Selectron assumes that PIN management occurs in the Customer's permitting system.

3.1.7 Add New Streets

As new streets are added to the Customer's jurisdiction, the system administrator should add them to VoicePermits; this ensures that appropriate responses are played to caller inquiries. Adding new street names and words requires two steps: creating

the file in the Administration Tool (section 4.2, **Software**) and then recording the name or word using the telephone.

When Professional Voice Recording has been implemented, street name prompts are recorded prior to system delivery. Any new or updated prompts can be recorded for the Customer on a quarterly basis; prompts needing immediate recording, between quarterly updates, are the Customer's responsibility (section 3.1.8, **Record Prompts and Responses**). Note that, in order for Selectron Technologies to identify new streets, they must exist in the VoicePermits database. Access to quarterly voice updates is contingent upon an active Support and Maintenance plan; refer to the Contract for more details.

3.1.8 Record Prompts and Responses

New street words, codes, or system prompts need to be recorded. Recording prompts and responses creates an audio file for use by VoicePermits during a call. Each word or phrase has a unique identifying number that is used in recording. After a report is generated showing the number of unrecorded prompts, a system administrator can call the system to record the missing prompts.

When purchasing Professional Voice Recording, all system prompts (including call flow), correction codes, and street names are recorded prior to system delivery. However, non-system prompt types and messages must be recorded by the Customer; refer to section 2.1.2.8, **Professional Voice Recording**, for a list of non-system prompts. Training on how to record prompts and responses is provided during system installation (section 4.4.3, **Provide Administrative Training**).

3.1.9 Monitor System Status

Using the system monitor, the Customer's system administrator can view the status of the VoicePermits system. The status of each line is displayed, complete with the actions (if any) that are currently taking place.

3.1.10 Define Fax Template Location

When callers request faxes, the information is sent in a pre-determined template. The Customer is responsible for creating a template in RTF format and uploading it using the Administration Tool (section 4.2, **Software**). Each implemented module with faxing functionality may require a separate template. Selectron Technologies' Project Manager assists the Customer in determining the number of templates required to ensure system functionality.

3.1.11 Assign E-mail Field

In order for callers to receive an electronic copy of information, the Customer must assign a field to hold the e-mail address in the permitting database.

3.1.12 Set Payment Processing Guidelines

Setting payment processing guidelines consists of updating the password VoicePermits uses to securely interface with the payment vendor and directing how the interactive solution processes payments from callers. Using the Administration Tool (section 4.2, **Software**), the system administrator can update the payment vendor password, change credit card authorization options, and test payment processing.

3.1.13 Set Maximum Message Length

The VoicePermits application allows callers to leave messages for inspectors. By setting the maximum message length, the system administrator can determine a specific amount of time for messages. While messages can be any length, Selectron Technologies recommends that they be no longer than the automatic default of five minutes.

3.1.14 Define Schedule Days

The VoicePermits application offers callers a specific number of days ahead for inspection scheduling. The system administrator can set the number of available days using the Administration Tool (section 4.2, **Software**). The Customer's business rules determine how many days forward VoicePermits will offer callers.

3.1.15 Maintain Inspector Names and Contact Numbers

In order for the speak inspector information (section 2.1.2.11, **Speak Inspector Information**) and Who's My Inspector Outbound Notification (section 2.5.2.4, **Outbound Notify: Who's My Inspector Notification**) functionality to perform as defined, VoicePermits includes an audio file for each inspector's name. These audio files must remain current to ensure that an audio recording exists for every inspector. With the Professional Voice Recording module, Selectron records all inspector names prior to system implementation. Additionally, if the Customer maintains an active support and maintenance plan, Selectron updates the list of audio files on a quarterly basis. Between quarterly updates, the Customer can record inspector names using the Administration Tool and a telephone (section 3.1.8, **Record Prompts and Responses**).

Additionally, the Customer must ensure that the relevant inspector name and phone number information remains current in the permitting system.

3.1.16 Maintain Inspection Conditions

Selectron configures inspection conditions for each inspection type prior to system implementation (section 2.1.2.4, **Modify Inspection Conditions**). System administrators must update conditions as necessary when business rules affecting condition logic change.

3.1.17 Determine Inspection Groups

After initial implementation, the Customer is responsible for determining the Inspection Groups used for VoicePermits' Limit Inspections module. Inspection Groups are created using the Administration Tool (section 4.2, **Software**). Inspection Groups consist of a series of inspection types that are sub-sets of the defined group. The group could contain directly related inspection types (i.e., all plumbing inspections could be grouped under Plumbing) or specific inspections requiring limitations could be placed within their own group (i.e. a rough plumbing inspection type might need limitation, while all other plumbing inspections might not).

Selectron Technologies' Project Manager assists the Customer with the initial group configuration.

3.1.18 Maintain Inspection Prerequisites

The System administrator is responsible for adding, editing, and deleting VoicePermits' inspection prerequisites using the Administration Tool (section 4.2, **Software**). When inspection prerequisites are added, the system administrator must also record corresponding system prompts (section 3.1.8, **Record Prompts and Responses**). Selectron Technologies assists the Customer with the initial prerequisite configuration.

3.1.19 Maintain Inspection Limitation

When VoicePermits' Limit Inspections module is implemented, system administrators are responsible for setting inspection limits for each designated inspection group. Additionally, the Customer can configure the permitting database polling schedule using the Administration Tool. VoicePermits regularly polls the permitting database to determine inspection availability.

If the Customer is using another vendor's product to schedule inspections on the web, the Customer is responsible for ensuring that the inspection limit is respected.

3.1.20 Verify Inspection Availability

When VoicePermits' Limit Inspections module is implemented, the Customer's staff must monitor the Inspection Calendar web page prior to scheduling inspections in the permitting database. If inspection availability is not checked, the daily inspection limit may be exceeded.

To view the Inspection Calendar web page, staff members need Microsoft Internet Explorer® 5.0, Mozilla Firefox™ 1.0, or newer, with access to the Customer's intranet.

3.1.21 Maintain Correction Codes

The system administrator is responsible for adding, editing, and deleting VoicePermits' correction codes using the Administration Tool (section 4.2, **Software**). When correction codes are added, the system administrator must also create a corresponding recording of the description to be played back to callers (section 3.1.8, **Record Prompts and Responses**). Selectron Technologies assists the Customer with the initial code configuration.

When Professional Voice Recording is implemented, prompt recording for correction codes is done prior to system delivery. The Customer is responsible for recording any subsequent correction code prompts. Selectron Technologies offers additional prompt recording of correction codes on a time and materials basis.

3.2 WebPermits

The tasks listed in this section apply to the WebPermits application.

3.2.1 Run System Reports

System administrators can generate, view, save, and print system usage reports using Microsoft Internet Explorer® 5.0, Mozilla Firefox 1.0, or newer, with access to the Customer's intranet. Reports can be saved as PDF files from the browser.

System administrators can also configure reports for automatic delivery to designated e-mail addresses. Auto-delivery frequency options include monthly, weekly, and daily.

Table 2 lists the reports available with this implementation.

Table 2 System Reports

Report	Definition
System Usage	Web sessions initiated by day for selected date range
System Usage by Hour	Web sessions initiated by hour for selected date range
Action Report	Number of times a web page was selected for specified date range
Web Activity Details	Displays all actions that a user made during a web session
Payment Detail Report	Payment type with date, time, utility account numbers, and Confirmation numbers
Web Activity Details	Displays all actions that a user made during a session

3.2.2 Set Payment Processing Guidelines

Setting payment processing guidelines consists of updating the password WebPermits uses to securely interface with the payment vendor and directing how the interactive solution processes payments from callers. Using the Administration Tool (section 4.2, **Software**), the system administrator can update the payment vendor password, change credit card authorization options, and test payment processing.

3.2.3 Define Schedule Days

The WebPermits system offers citizens a specific number of days ahead for inspection scheduling. The system administrator can set the number of available days using the Administration Tool (section 4.2, **Software**). The Customer's business rules determine how many days forward WebPermits offers citizens. WebPermits uses the same scheduling configuration as VoicePermits and this setting only needs to be set once for both applications.

3.2.4 Control Administrative Access

The system administrator is responsible for creating and deleting administrative accounts and editing account access levels. Access levels can be set to only allow reporting capabilities or to allow full administrative access. Administrative access can

be set using the Administration Tool (section 4.2, **Software**). Administrator accounts are for both the VoicePermits and WebPermits applications.

3.3 VoiceCourt

The tasks listed below apply to the VoiceCourt application.

3.3.1 Run System Reports

System administrators can generate, view, save, and print system usage reports using Microsoft Internet Explorer® 5.0, Mozilla Firefox 1.0, or newer, with access to the Customer's intranet. Reports can be saved as PDF files from the browser.

System administrators can also configure reports for automatic delivery to designated e-mail addresses. Auto-delivery frequency options include monthly, weekly, and daily.

Table 3 lists the reports available with this implementation.

Table 3 System Reports

Report	Definition
System Usage	Calls received by day for selected date range
System Line Usage	Calls received by line for selected date range
System Usage by Hour	Calls received by hour for selected date range
System Statistics	Displays consolidated usage information, including time in use and call time information
Action Report	Number of times the application functions were selected for selected date range
Payment Detail Report	Payment type with date, time, court account numbers, and Confirmation numbers
Fax Activity Report	Fax status, document, date, time, and number
Email Activity Report	Date sent, document type, confirmation number, and account/citation number

3.3.2 Set Operator Transfer Extension

By setting the operator transfer extension, system administrators can determine where VoiceCourt transfers calls. Calls can be transferred to different extensions depending on the time of day and what type of information the caller is requesting. Operator transfer settings are managed using the Administration Tool (section 4.2, **Software**).

3.3.3 Set Office Hours and Holidays

When office hours and holidays have been set, the system checks against the office hours and holiday schedule to determine the correct action when transferring calls.

3.3.4 Append an Optional Greeting

Appending an optional greeting instructs the system to play an additional greeting message when callers access VoiceCourt. The optional greeting can be used to inform callers of changes in office hours or upcoming holidays. System administrators are responsible for recording the optional greeting. Training on how to record prompts and responses is provided during system installation (section 4.4.3, **Provide Administrative Training**).

3.3.5 Control Administrative Access

The system administrator is responsible for creating and deleting administrative accounts, editing account access levels, and changing the prompt recording access PIN for the interactive solution. Access levels can be set to only allow reporting capabilities or to allow full administrative access. Administrative access can be set using the Administration Tool (section 4.2, **Software**).

3.3.6 Add New Streets

As new streets are added to the Customer's jurisdiction, the system administrator should add them to the VoiceCourt application; this ensures that appropriate responses are played to caller inquiries. Adding new street names and words requires two steps: creating the file in the Administration Tool (section 4.2, **Software**) and then recording the name or word using the telephone.

3.3.7 Record Prompts and Responses

New street words, codes, or system prompts need to be recorded. Recording prompts and responses creates an audio file for use by VoiceCourt during a call. Each word or phrase has a unique identifying number that is used in recording. After a report is generated showing the number of unrecorded prompts, a system administrator can call the system to record the missing prompts.

When purchasing Professional Voice Recording, all system prompts (including call flow) are recorded prior to system delivery. However, non-system prompt types and messages must be recorded by the Customer; refer to section 2.3.2.2, **Professional Voice Recording**, for a list of non-system prompts. Training on how to record prompts and responses is provided during system installation (section 4.4.3, **Provide Administrative Training**).

When the Spanish Language module is implemented, recording and translation of prompts from English to Spanish is the Customer's responsibility. Dates, numbers, ordinals, currencies, and letters are already translated to the proper language.

When Professional Voice Recording has been implemented in conjunction with the Spanish Language module, all system prompts (including call flow) are translated and recorded in Spanish prior to installation. Street names and non-system prompt and message types are not included and require Customer translation and recording. Refer to section 2.3.2.2, **Professional Voice Recording**, for a list of non-system prompts and messages.

3.3.8 Monitor System Status

Using the system monitor, the Customer's system administrator can view the status of the VoiceCourt system. The status of each line is displayed, complete with the actions (if any) that are currently taking place.

3.3.9 Define Fax Template Location

When callers request faxes, the information is sent in a pre-determined template. The Customer is responsible for creating a template in RTF format and uploading it using the Administration Tool (section 4.2, **Software**). Each implemented module with faxing functionality may require a separate template. Selectron Technologies' Project Manager assists the Customer in determining the number of templates required to ensure system functionality.

3.3.10 Assign E-mail Field

In order for callers to receive an electronic copy of information, the Customer must assign a field to hold the e-mail address in the court database.

3.3.11 Set Payment Processing Guidelines

Setting payment processing guidelines consists of updating the password VoiceCourt uses to securely interface with the payment vendor and directing how the interactive solution processes payments from callers. Using the Administration Tool (section 4.2, **Software**), the system administrator can update the payment vendor password, change credit card authorization options, and test payment processing.

3.3.12 Maintain Warrant Options

Selectron configures warrant options logic for each case type prior to system implementation (section 2.3.1.4, **Warrant Options**). System administrators must update conditions as necessary when business rules affecting condition logic change.

3.4 WebCourt

The tasks listed in this section apply to the WebCourt application.

3.4.1 Run System Reports

System administrators can generate, view, save, and print system usage reports using Microsoft Internet Explorer® 5.0, Mozilla Firefox 1.0, or newer, with access to the Customer's intranet. Reports can be saved as PDF files from the browser.

System administrators can also configure reports for automatic delivery to designated e-mail addresses. Auto-delivery frequency options include monthly, weekly, and daily.

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 2, 2010

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

SUBJECT:

Approval of award of Contract No. 09.15341.25-DC, Design-Build of the Solar Covered Parking - Bid Lot B, Stupak Community Center and Natural History Museum and Fire Station #10 located at 300 West Boston Avenue, 900 Las Vegas Boulevard North, and 1501 South Martin Luther King Boulevard and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: CORE CONSTRUCTION SERVICES OF NEVADA, INC. ($1,299,000 - General Capital Projects Fund) - Wards 1, 3 and 5 (Tarkanian, Reese and Barlow) – ITEM RETURNED DUE TO LACK OF BACKUP

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**

Amount: $1,299,000
Funding Source: General CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:

This project consists of constructing photovoltaic panels over steel carports at the Stupak Community Center, Natural History Museum and Fire Station #10. Funding for this project is provided by the American Recovery and Reinvestment Act (ARRA) of 2009 through the Community Development Block Grant Recovery (CDBG-R) program.

PCC: D. Collins
POC: Gary Siroky - (702) 794-0550

RECOMMENDATION:

That City Council approve award of Contract No. 09.15341.25-DC, Design-Build of the Solar Covered Parking - Bid Lot B Stupak Community Center and Natural History Museum and Fire Station #10 to CORE Construction Services of Nevada, Inc. in the amount of $1,299,000 and approve the construction conflicts and contingency reserve of $129,900. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Certificate – Disclosure of Ownership/Principals
3. Contract No. 09.15341.25-DC Exhibits A and B

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: June 2, 2010
DEPARTMENT: FINANCE AND BUSINESS SERVICES
ITEM DESCRIPTION: CONTRACT NO. 09.15341.25-DC, Design-Build of the Solar Covered Parking – Bid Lot B Stupak Community Center and Natural History Museum and Fire Station #10

This project consists of constructing photovoltaic panels over a standing seam pre-fabricated steel carport covers for 34 stalls at Stupak Community Center, 64 stalls at Natural History Museum and 25 stalls at Fire Station #10 which will provide approximately 124 kW of renewable energy. This Recovery Act funded project is anticipated to replace 40% of energy consumption from the grid and will help reduce the City's greenhouse gas emissions to achieve the City's targets established by the Sustainable Energy Strategy. The Project will be a complete photovoltaic installation to include, conduit, wiring, inverters, meter, disconnect switches, panels, data web interface logging and under canopy LED lighting.

CORE Construction Services of Nevada, Inc. was selected through a competitive Request for Proposal process.

ATTACHMENT 4
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	CORE Construction Services of Nevada, Inc.
Address	7150 Cascade Valley Court, Las Vegas, NV 89128
Telephone	702-794-0550
EIN or DUNS	140392056

Block 2 Description
Lead Design/Build Team Representative (General Building Contractor)
RFP# 09.15341.25-DC

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.	Kenny Baum	866 N. Main Street, Morton, IL 61550	(309) 266-9768
2.	Robert Baum	10828 N. Cave Creek Road, Phoenix, AZ 85020	(602) 943-6106
3.	Wayne Baum	866 N. Main Street, Morton, IL 61550	(309) 266-9768
4.	Stephen Roeschley	866 N. Main Street, Morton, IL 61550	(309) 266-9768
5.	Glen Sullivan	866 N. Main Street, Morton, IL 61550	(309) 266-9768
6.	Kurt Baum	866 N. Main Street, Morton, IL 61550	(309) 266-9768
7.	Craig Baum	866 N. Main Street, Morton, IL 61550	(309) 266-9768
8.	Howard Maurer	3036 E, Greenway Road, Phoenix, AZ 85032	(602) 494-0800
9.	James Jacobs	3036 E, Greenway Road, Phoenix, AZ 85032	(602) 494-0800
10.	Gary Siroky	7150 Cascade Valley Court, Las Vegas, NV 89128	(702) 794-0550

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

Gary Siroky
Name

May 5, 2010
Date

Subscribed and sworn to before me this 5th day of May, 2010

Joyce L. Mitchell
Notary Public

JOYCE L. MITCHELL
Notary Public State of Nevada
No. 06-103235-1
My appt. exp. Dec. 22, 2013

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 2, 2010

DEPARTMENT: PLANNING AND DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Memorandum of Understanding (MOU) by and between the Las Vegas Convention and Visitors Authority (LVCVA) and the City of Las Vegas to fund the City of Las Vegas Historic Preservation Commission's presence on an informational website

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of MOU regarding cooperative administration of historical content for the Heritage Travel, Inc. website. The Heritage Travel, Inc. website is a for-profit subsidiary of the non-profit National Trust for Historic Preservation. The City of Las Vegas Historic Preservation Commission and LVCVA will fund and maintain the website and make it available for the public.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF LAS VEGAS AND THE LAS VEGAS CONVENTION AND VISITORS AUTHORITY

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this _____ day of _____, 2010 ("Effective Date"), by and between the LAS VEGAS CONVENTION AND VISITORS AUTHORITY ("Authority") and CITY OF LAS VEGAS ("City").

RECITALS

WHEREAS, the City has authorized the Las Vegas Historic Preservation Commission to act on the City's behalf in matters related to all aspects of historic preservation within the city limits;

WHEREAS, Heritage Travel, Inc.("HTI"), a subsidiary of the National Trust for Historic Preservation has offered heritage-and culture-related travel and social networking services to a select group of travel consumers through its website Gozaic.com;

WHEREAS, the City, via the Las Vegas Historic Preservation Commission, desires to participate in said website; and

WHEREAS, the Authority has agreed to assist with the city's Las Vegas Historic Preservation Commission in such website subject to the terms of this MOU.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE I
PROJECT FUNDS

1.1 Project Funds ("Funds"). Subject to the terms of this MOU, the Authority hereby agrees to provide to City a total annual amount of Three Thousand Dollars ($3,000) ("Sponsorship Fee"), paid in Three Thousand Dollar ($3,000) increments every year for two (2) years beginning with the date this MOU is enacted by both parties, to be used for the Authority's portion of the service fee to participate in and provide information to the Gozaic.com website. The Funds to be provided to the City may be used on any qualified costs in furtherance of the Project, including, but not limited to, costs for the materials, equipment, labor, consultants, studies and other related expenses for the Project.

1.2 Rights of Access. For the purposes of assuring compliance with this MOU, representatives of the Authority shall have full access to the website without additional charge or fee.

1.3 Funding. The Authority shall provide the Funds to the City, provided that the City complies with the requirements of this MOU. The Authority shall not provide any additional funding for the Project other than the Funds, except for any additional funds approved by the Authority.

1.5 Cost Overruns. If the cost of the Project, or any portion thereof, exceeds the amounts set forth in the City's contract for the Project, City shall pay the amount of the excess from the City's own funds or any other funds obtained by the City or pledged to the City to pay any such excess, so long as such excess amounts are not paid from the Funds.

1.6 Term. The Funds provided herein shall be available to be disbursed to the City for a period of two (2) years from the Effective Date unless, upon request by the City, the term is extended by the Authority in writing. Except for any provisions which survive the expiration or termination of this MOU or any extensions of the term, this MOU shall terminate upon the satisfactory completion of two (2) years website service funded by the Funds or the Second anniversary date from the Effective Date, whichever occurs first.

ARTICLE II
CITY COVENANTS

2.1 Funds. The City, via the Las Vegas Historic Preservation Commission, will provide up to Three Thousand Dollars ($3,000) per year for two (2) years from date of signed MOU to match the funds provided by the Authority for access to and use of the Gozaic website.

2.2 Website Content Provided. The City, via the Las Vegas Historic Preservation Commission, will assist the Authority to obtain historic content for the website for all historic properties, sites and locations within the City of Las Vegas limits.

2.3 City Obligations. City will: (a) comply with HTI's Destination Standards (the "Standards") set forth in Exhibit "A", which is incorporated into this Agreement by this reference; and (b) provide HTI with descriptive information regarding the Destination ("Las Vegas") reasonably requested by HTI for use on Gozaic.com and in HTI's marketing materials.

ARTICLE III
AUTHORITY COVENANTS

3.1 Funds. The Authority will provide Three Thousand Dollars ($3,000) per year, for two (2) years, from date of signed MOU for access to and use of the Gozaic website. Except as specifically provided herein, Authority's duties under this MOU are limited to the payment of the Sponsorship Fee.

3.2 Website Content Provided. The Authority will be the sole provider of historic content for all properties, sites and locations in Clark County, Nevada outside of City of Las Vegas limits.

3.3 Website Maintenance. The Authority will be solely responsible for updating, downloading and maintaining all historic content provided by both the Authority and the City via the Las Vegas Historic Preservation Commission.

3.4 Authority Obligations. Authority will: (a) comply with HTI's Destination Standards (the "Standards") set forth in Exhibit "A", which is incorporated into this MOU by this reference; (b) provide HTI with descriptive information regarding the Destination ("Las Vegas") reasonably requested by HTI for use on Gozaic.com and in HTI's marketing materials; (c) participate in on-line training regarding the use of HTI's content management system ("CMS"); (d) use the CMS to provide the Destination Content and to update it as necessary to keep it complete and accurate; (e) participate in on-line training provided from time to time by HTI for Authority's employees and volunteers regarding the benefits of HTI programs; (f) permit HTI quality assurance personnel to visit the Las Vegas and evaluate the Authority's compliance with the Standards;.

ARTICLE IV
DEFAULTS

4.1 Events of Default. Each of the following shall be deemed an "Event of Default" under this MOU.

A. Any party to this MOU fails to pay an amount under this Agreement when due.

B. Any party to this MOU fails to perform any of its duties or obligations hereunder or to abide by any covenant or representation contained in this MOU.

Notwithstanding the provisions stated above, no default, including one of the above described defaults, shall constitute an Event of Default unless one or more of the other parties to this MOU gives the defaulting party to this MOU notice in writing of the default and such default remains uncured for a period of thirty (30) days if the default is capable of cure. If such default is capable of cure, but not within thirty (30) days, it shall not be an Event of Default if the defaulting party commences to cure the same within the above-referenced thirty (30) day period and prosecutes such cure to completion with all due diligence.

4.2 Remedies for Default.

A. Remedies of Authority. If the City is the defaulting party, and an Event of Default has occurred, the City shall be entitled to exercise all rights that it has under the terms of this MOU and may withhold further funding. In addition, subject to Section 4.5 of this MOU, upon an Event of Default by the City, the Authority shall have the right to bring any suit, action or proceeding at law or in equity to enforce its rights under the provisions of this MOU and to require that the City carry out the agreements that it has made hereunder. The suit may be for specific performance, for damages, or for both, and the Authority may also, by action in equity, enjoin any acts or things which are unlawful or in violation of the Authority's rights under this MOU.

B. Remedies of City. Subject to Section 4.5, in the Event of a Default by the Authority hereunder, the City shall be entitled to bring a lawsuit at law or in equity seeking damages from the Authority on account of the breach, and the City shall also be entitled to bring a lawsuit for specific performance to order the Authority to comply with its duties under this MOU, or bring an action for an injunction to enjoin acts of the Authority which may be unlawful or in violation of the rights of the City under this MOU.

4.3 Mutual Remedies. In addition to the remedies stated in Sections 4.1 and 4.2 of this MOU, the Authority and the City shall have all other rights and remedies afforded them by law or in equity for the enforcement of this MOU if an Event of Default has occurred and one of the other parties is the defaulting party. Subject to Section 5.5, no right or remedy conferred by this MOU is intended to be exclusive of any other right or remedy, and each and every said right or remedy is cumulative in addition to any other right or remedy given under this MOU or now or hereafter existing at law or in equity, or by statute.

4.4 No Implied Waivers. The delay or omission of any party in exercising any right or power accruing upon any event of default hereunder shall not exhaust or impair any such right or power, and shall not be construed to be a waiver of any such default or acquiescence therein. Every power or remedy given by this MOU or at law or in equity may be exercised from time to time and in any manner as may be deemed expedient.

4.5 Effect of Waiver. No waiver of any individual default hereunder by any party shall extend toward any subsequent or other event of default hereunder, or shall impair any rights or remedies for any such subsequent or other event of default hereunder.

ARTICLE V
MISCELLANEOUS

5.1 Indemnification.

A. Subject to the limitations of NRS Chapter 41, the City agrees to protect and indemnify and hold the Authority, its directors, officers and employees and agents and each of them, harmless from and against any and all claims, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees, and court costs which the Authority, its directors, officers, employees or agents or any combination thereof may suffer or which may be sought against or recovered or obtained from them as a result of or by reason of or arising out of or in consequence of (i.) any act or omission, negligent or otherwise, of the City, or any of its contractors, subcontractors, agents, licensees or anyone who is directly employed by the City, or any of its representatives, agents or licensees, in connection with the Project.

B. Subject to the limitations of NRS Chapter 41, the City agrees that it shall at its sole cost and expense defend the Authority, its directors, officers, employees and agents and each of them in any suit or action for which the City has agreed to indemnify the Authority, its directors, officers, employees or agents. The Authority shall promptly notify the City of any claim made against it for which it may seek indemnification and shall fully cooperate with the City in the defense and/or settlement thereof. If the City fails to defend the Authority as herein

provided, the Authority shall have the right but not the obligation to defend the same and charge all of the direct or incidental costs of such defense, including, without limitation, any attorneys' fees or court costs to, and recover the same from, the City.

C. No indemnification is required to be paid by the City for any claim, loss or expense arising from the willful misconduct or gross negligence of the Authority or its directors, officers or employees.

D. The provisions of this Section 5.1 shall survive the termination of this MOU for a period of twelve (12) months thereafter. It is not intended by the parties hereto that the indemnification provided in this Section 5.1 revive any claim of, or extend, any statute of limitations, which has run or expired against any party or third party.

5.2 No Third-Party Beneficiaries. None of the provisions of this MOU is intended to, and none shall, constitute the general public, any member thereof, or any other person a beneficiary or third party beneficiary hereunder or to authorize anyone who is not a party to this MOU to maintain any suit for personal injuries, other damage, or any other cause of action, pursuant to this MOU.

5.3 Delay of Performance. The parties' respective obligations hereunder are subject to the following:

A. Force Majeure. In the event timely performance is prevented by an occurrence beyond the control of and without the fault of the party that is required to perform (financial inability excepted), such as, but not limited to, an act of God, the act of war, flood, earthquake, labor dispute, governmental regulations (other than existing applications of existing regulations of which the parties could reasonably be expected to be aware on the date hereof) or control and shortage of materials, the time in which performance is required to occur shall be continued for a reasonable period of time, not less than the number of days the party was delayed by the occurrence.

B. Reasonable Requests for Extension. If the party expected to perform reasonably requests an extension of time to perform, that request will not be unreasonably denied. This clause shall not apply to any delay exceeding one (1) year from the date for performance specified herein.

5.4 Contract Interpretation. All questions concerning interpretation or clarification of this Agreement will be resolved if possible by the representatives of the Authority and the City administering this Agreement. If those parties are unable to resolve the question, any party to this Agreement involved in such dispute may request in writing a meeting of the City Manager of the City, and the President/CEO or designeess to attempt to resolve the question. The parties involved in such dispute agree to use their best efforts to cause those individuals to meet within five (5) days of a request. If there is no resolution to the question within ten (10) days after such request any party involved in such dispute may request binding arbitration as provided in Section 4.5.

5.6 Successors and Assignments. This MOU shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Except as otherwise permitted herein, no assignment of this MOU or any right or obligation hereunder by any party hereto shall be valid unless the other party hereto consents to such assignment in writing.

5.7 Entire Agreement. This MOU, including any exhibits hereto constitutes the entire agreement of the parties hereto. The parties may modify this MOU, but only by a written instrument signed by each party.

5.8 Further Assurances. The City and the Authority agree to do such further acts and things and to execute and deliver to the other such additional certificates, documents and instruments as they may reasonably require or deem advisable to carry into effect the purposes of this MOU. Without limit or foregoing, the Authority will execute and acknowledge the instruments reasonably requested by the City evidencing termination of this MOU.

5.9 Notices. All notices, demands, instructions and other communications required or permitted to be given to or made upon any party hereto shall be in writing and shall be personally delivered or sent by registered or certified mail, postage prepaid, addressed as follows:

If to the Authority:

Las Vegas Convention and Visitors Authority
c/o President/CEO
3150 Paradise Road
Las Vegas, Nevada 89109

If to the City:

City of Las Vegas
Attention: City Manager
400 Stewart Avenue, 8th Floor
Las Vegas, Nevada 89101

Notices delivered personally shall be deemed received on delivery and notices by mail shall be deemed received upon receipt or first attempted delivery, whichever first occurs. Any party hereto may change the above addresses by notice delivered to the other parties as provided in this Section, provided that a notice of change of address shall not be effective against any party until actually received by such party.

5.10 Severability. If any provision of this MOU is deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions hereof that can be given effect without the invalid or unenforceable provision and the parties agree to replace such invalid or unenforceable provision with a valid provision which has, as nearly as possible, the same effect.

5.11 Authorized Representatives. Each party hereto shall by written notice to the other parties designate an authorized representative, who will be responsible for all acts and approvals on behalf of that party except as otherwise specified in that notice. The authorized representative may be changed from time to time by notice to the parties designating the new authorized representative. Any such designation by the Authority must be signed by the President/CEO. Until another person is designated, the City hereby designates Elizabeth N. Fretwell, City Manager, as its authorized representative and the Authority hereby designates its President/CEO as its authorized representative.

5.12 Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of Nevada.

5.13 Interpretation. The captions appearing at the commencement of the Articles and 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 this MOU, nor in any way affect this MOU.

5.14 Termination Date. Except as otherwise provided in Section 4.1D hereof, and in this Section, this MOU shall be in effect from the date and year first mentioned above until all obligations pursuant to this MOU are fulfilled.

5.15 Time Calculation. Whenever in this MOU a reference is made to a period of days, the same shall mean calendar days unless otherwise specified, provided that should any time period so computed end on a non-business day, the time shall be extended to the next business day.

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5.16 Counterparts. This MOU may be executed in one or more counterparts, each of which shall be regarded as an original and all of which shall constitute the same MOU.

IN WITNESS WHEREOF the Authority and the City have caused this MOU to be executed as of the day and year first mentioned above.

LAS VEGAS CONVENTION AND VISITORS AUTHORITY

By: _____
Cathy Tull
Senior Vice President of Marketing

APPROVED AS TO FORM:

_____
4/14/10 Date

CITY OF LAS VEGAS

By: _____
Oscar B. Goodman, Mayor

ATTEST:

_____
Beverly K. Bridges, CMC, City Clerk

APPROVED AS TO FORM:

_____
Date

Attachment A

Standards for Participating Destinations

Authenticity is an important factor in deciding what destinations appear on the website. More important to the traveler, however, is destination "honesty," i.e., ensuring that the traveler is not misled about the heritage experience, the destination or event and that basic information, such as hours of operation, admission fees, etc., is clearly stated.

Destinations must:

- Be open to the public and maintain regular hours or offer public access to historic areas, districts or regions.
- Be safe and pose no threat to visitors.
- Not employ negative historic preservation and site stewardship practices.
- Represent the heritage, history and/or culture of the region, state, city or community.
- Promote the destination in a way that preserves and protects the resource.
- Provide adequate interpretation to enhance the visitor experience.
- Agree to work with the National Trust's Heritage Travel business to ensure that the site and experience are accurately described, especially in areas of historic, heritage and cultural experiences.
- Work, or be willing to do so, with local, regional and statewide tourism and preservation organizations to take advantage of opportunities and increase awareness of the importance of heritage to a community.

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 2, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of Amendment No. 1 to Highway Agreement No. PR066-09-063 with the State of Nevada Department of Transportation (NDOT) to extend the project completion date to September 30, 2011 and reduce projected expenditures to fund the National Environmental Policy Act (NEPA) requirements for the proposed Sheep Mountain Parkway between CC-215 and I-15 ($735,000 Federal FY 2008 Appropriation Funds and RTC Q10 Funds) - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
This Amendment No. 1 to Highway Agreement No. PR066-09-063 with the State of Nevada Department of Transportation (NDOT) will extend the project completion date to September 30, 2011 and reduce projected expenditures in order to perform all preliminary design and activities necessary to complete the National Environmental Policy Act (NEPA) process for the proposed Sheep Mountain Parkway between CC-215 and I-15. The previous contract required the City to provide funding for NDOT's estimated project expenditures of $50,000 and a five percent match in the amount of $38,684. This amendment will eliminate the required five percent match. On May 19, 2005, the City entered into an Interlocal Agreement with the Regional Transportation Commission to acquire the additional funding required to complete the Environmental Impact Statement (EIS) Study for the proposed Sheep Mountain Parkway between CC-215 and I-15. Total cost of the contract shall not exceed $735,000.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Amendment No. 1 to Highway Agreement No. PR066-09-063

Amendment No 1 to
Highway Agreement No. PR066-09-063

This Amendment is made and entered into this _____ day of _____, _____, between the State of Nevada, Department of Transportation, hereinafter referred to as the DEPARTMENT, and the City of Las Vegas, 731 South Fourth St., Las Vegas, NV 89101, hereinafter called the CITY.

WITNESSETH:

WHEREAS, on March 20, 2009 the parties entered into Agreement No. PR066-09-063 to delegate authority to the CITY to perform all preliminary design and activities necessary to complete the National Environmental Policy Act (NEPA) process for a proposed parkway along the Sheep Mountain Range between CC 215 and I-15; and

WHEREAS, due to a change in the match requirement of the federal funding from 5% to no match requirement the agreement is being modified to remove the matching funding.

WHEREAS, the termination date is amended due to delays by the CITY in finalizing the NEPA Document and obtaining Federal Highway Administration approval of the document.

WHEREAS, the parties hereto desire to make certain amendments to Agreement No. PR066-09-063.

NOW, THEREFORE, the parties agree as follows:

A. The termination date referenced in Article III, Paragraph 1, shall be changed from December 31, 2010 to September 30, 2011.

B. Article I, Paragraph 11, is amended by deleting it in its entirety and inserting in its place: To reimburse the CITY, monthly as work progresses on the PROJECT, for one hundred percent (100%) of ELIGIBLE PROJECT COSTS based on supporting documentation minus any DEPARTMENT PROJECT COSTS. Total reimbursement shall not exceed the total obligated amount, as established in ARTICLE I Paragraph 3, minus any DEPARTMENT PROJECT COSTS. ELIGIBLE PROJECT COSTS are those costs as defined in the applicable Federal Office of Management and Budget (OMB) Circulars, including but not limited to those listed on Attachment A, attached hereto and incorporated herein.

C. Article II, Paragraph 7, is amended by deleting it in its entirety and inserting in its place: To be responsible for one hundred percent (100%) of all costs exceeding the obligated Federal funds.

D. Article III, Paragraph 4, is amended by deleting it in its entirety and inserting in its place: The TOTAL ESTIMATED PROJECT COSTS are Seven Hundred Thirty-five Thousand and No/100 Dollars ($735,000.00), which includes: Seven Hundred Thirty-five Thousand and No/100 Dollars ($735,000.00), comprising Federal funding of one hundred percent (100%) of the TOTAL ESTIMATED PROJECT COSTS; The parties acknowledge and agree that the TOTAL ESTIMATED PROJECT COSTS set forth herein are only estimates and that in no event shall the DEPARTMENT or federal portion exceed the total obligated amount, as established in Article I Paragraph 3.

E. Article III: Paragraph 5, is amended by deleting it in its entirety and inserting in its place, The following is a summary of TOTAL ESTIMATED PROJECT COSTS and available funds:

TOTAL ESTIMATED PROJECT COSTS:

DEPARTMENT Preliminary Engineering Costs:	$ 50,000.00
CITY Preliminary Engineering Costs:	$ 685,000.00
TOTAL ESTIMATED PROJECT COSTS:	$ 735,000.00

AVAILABLE FUNDING SOURCES:

Federal Fiscal Year 2008 Appropriation Funds:	$ 735,000.00
TOTAL PROJECT FUNDING:	$ 735,000.00

F. All of the other provisions of Agreement No. PR066-09-063 shall remain in full force and effect, as if set forth herein.

IN WITNESS WHEREOF, the above named parties have hereunto set their hands and executed this Amendment the date first written above.

CITY OF LAS VEGAS

Oscar B. Goodman
Mayor

Attest:

Beverly K. Bridges
City Clerk

Approved as to Form:

John S. Ridilla

~~Robert S. Sylvain~~
Deputy City Attorney

John S. Ridilla
Deputy City Attorney

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

Director

Approved as to Legality & Form:

Deputy Attorney General

City of Las Vegas Agenda Item No.: **32.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 2, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☒ **Consent** ☐ **Discussion**

SUBJECT:
RESOLUTIONS:

R-38-2010 - Approval of a Resolution Determining the Cost and Directing the City Engineer to prepare the Final Assessment Roll for Special Improvement District No. 1513 - Via Olivero Avenue and Valadez Street (East of Cimarron Road) ($218,356.75 - Capital Projects Fund - Special Assessments) - Ward 2 (Wolfson)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $218,356.75
Funding Source: Capital Projects Fund - Special Assessments
Dept./Division: Public Works/SID

PURPOSE/BACKGROUND:
Installation of pavement, curb and gutter, sidewalks, and driveway approaches.

RECOMMENDATION:
It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:
Resolution No. R-38-2010

RESOLUTION NO. _____

A RESOLUTION CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1513 – VIA OLIVERO AVENUE AND VALADEZ STREET (EAST OF CIMARRON ROAD); DETERMINING THE COST TO BE ASSESSED AND AUTHORIZING, ORDERING AND DIRECTING THE CITY ENGINEER TO PREPARE THE FINAL ASSESSMENT ROLL AND PROVIDING THE EFFECTIVE DATE HEREOF.

Summary: Assessment Roll Preparation

WHEREAS, the City Council of the City of Las Vegas in the County of Clark, State of Nevada, (hereinafter the "City Council" and the "City" respectively) pursuant to an ordinance heretofore adopted (hereinafter the "Creation Ordinance") created the City of Las Vegas, Nevada, Special Improvement District No. 1513 – Via Olivero Avenue And Valadez Street (East Of Cimarron Road) (hereinafter the "District") and ordered the acquisition of certain public improvements (hereinafter the "Project") within the District; and

WHEREAS, the City Council by resolution heretofore adopted has authorized the proper officers of the City to execute a construction contract on behalf of the City in accordance with NRS 271.335, for the Project, all as provided by law; and

WHEREAS, the City Council has heretofore determined that a portion of the cost and expense of the Project is to be paid by special assessments levied against the benefited lots, tracts and parcels of land in the District; and

WHEREAS, the City Council has determined, and does hereby determine, that all of the assessable property in the City which is specially benefited by the Project to be acquired in the District, and only the property which is so specially benefited, is to be included on the final assessment roll; and,

WHEREAS, in accordance with NRS 271.360, the City Council has determined and does hereby declare that the net cost to the City for the Project in the District (including all necessary incidentals, which either have been or will be incurred in connection with the District) is $227,512.75, of which $9,156.00 is available from other sources and $218,356.75 is to be assessed upon the benefited lots, tracts and parcels of land in the District.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS IN THE COUNTY OF CLARK AND STATE OF NEVADA; THAT:

Section 1. All actions, proceedings, and matters heretofore taken, had and done by the City and the officers thereof, not inconsistent with the provisions of this Resolution, concerning the District, be, and the same hereby are, ratified, approved and confirmed.

Section 2. A portion of the total cost of the District to the City, including all necessary incidentals, which either have been or will be incurred in connection with the District, shall be paid by the assessable property in the District as designated in the Creation Ordinance. The total cost of the District shall be apportioned and the amount to be assessed shall be as follows:

Total Cost	Estimated Amount of Special Assessments	Amount Available From Other Sources
$227,512.75	$218,356.75	$9,156.00

Section 3. The City Engineer (hereinafter the "Engineer") be, and is hereby authorized, ordered and directed, with the assistance of the City Engineer Division, to make out and prepare, an assessment roll for the District containing, among other things:

(1) The name and address of each last known owner of each lot, tract, or parcel of land to be assessed.

(2) A description of each lot, tract or parcel of land to be assessed, and the amount of the proposed assessment thereon, apportioned upon the basis for assessments heretofore determined by the City Council in the Creation Ordinance and as stated in the provisional order for the hearing on the Project.

Section 4. Immediately upon the adoption of this Resolution, the City Clerk shall cause a copy of this Resolution to be furnished to the Engineer. When the Engineer has made out and prepared the assessment roll, pursuant to Section 3 of this Resolution, he shall report the assessment roll to the Council and shall cause the same to be filed in the office of the City Clerk and numbered. The Engineer shall submit an executed certificate in the form provided in Subsection 3 of NRS 271.375, which certificate, duly executed, shall accompany the assessment roll.

Section 5. The officers of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution, including without limiting the generality of the foregoing, the preparation of all further necessary legal proceedings, assessment rolls

and lists, supplemental report(s) on benefits, and other items necessary or desirable for the completion of the District.

Section 6. All resolutions, or parts thereof, in conflict with the provisions of this Resolution, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution, or part thereof, heretofore repealed.

Section 7. If any section, paragraph, clause or other provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this Resolution.

Section 8. The City Council has determined and declares, that this Resolution shall be in effect upon its passage in accordance with the law.

PASSED AND APPROVED on this 2nd day of June, 2010.

OSCAR B. GOODMAN, Mayor

Attest:

BEVERLY K. BRIDGES, MMC
City Clerk

Approved as to Form:

5/19/10
Date

Assistant City Attorney

STATE OF NEVADA	)
	)
COUNTY OF CLARK	) **ss**
	)
CITY OF LAS VEGAS	)

I, Beverly K Bridges, MMC, the duly chosen and qualified City Clerk of the City of Las Vegas (hereinafter the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the City Council of the City (hereinafter the "City Council") at a meeting held on June 2, 2010.

2. The adoption of the resolution was duly moved and seconded and the resolution was adopted by an affirmative vote of a majority of the members of City Council as follows:

Those Voting Aye:	Oscar B. Goodman Gary Reese Steve Wolfson Lois Tarkanian Steven D. Ross Ricki Y. Barlow Stavros S. Anthony
Those Voting Nay:	_____ _____
Those Absent:	_____ _____

3. The original of the resolution has been approved and authenticated by the signatures of the Mayor of the City and myself as City Clerk and has been recorded in the regular official record of the City Council kept for that purpose in my office, which record has been duly signed by the officers and properly sealed.

4. All members of the City Council were given due and proper notice of the meeting. Pursuant to § 241.020, Nevada Revised Statues, written notice of the meeting was given not later than 9:00 a.m. on the third working day before the meeting, including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice at least three working days before the meeting at the principal office of the City Council, or if there is no principal

office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the City Council, to wit:

(i) City Clerk's Bulletin Board
City Hall Plaza
2nd Floor Skybridge
Las Vegas, Nevada

(ii) Bulletin Board
City Hall Plaza (next door to Metro Records)
Las Vegas, Nevada

(iii) Las Vegas Library
833 Las Vegas Boulevard North
Las Vegas, Nevada

(iv) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada

(v) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

(vi) The City of Las Vegas website

(b) By mailing a copy of the notice to each person, if any, who has requested notice of the meetings of the City Council in the same manner in which notice is required to be mailed to a member of the City Council. Such notice was delivered to the postal service no later than 9:00 a.m. on the third working day prior to the meeting.

5. Upon request, the City Council provides at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the City Council for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

6. A copy of such notice so given of the meeting of the City Council on June 2, 2010, is attached to this certificate as Exhibit "A".

IN WITNESS WHEREOF, I have hereunto set my hand on this __ day of _____, 20__.

(SEAL)

_____

BEVERLY K. BRIDGES, MMC
City Clerk

Exhibit "A"

(Attach Notice of Meeting and Agenda)

City of Las Vegas Agenda Item No.: **33.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 2, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☒ **Consent** ☐ **Discussion**

SUBJECT:
RESOLUTIONS:

R-39-2010 - Approval of a Resolution fixing the time and place when complaints, protests, and objections to the final assessment roll will be heard for Special Improvement District No. 1513 - Via Olivero Avenue and Valadez Street (East of Cimarron Road) ($218,356.75 - Capital Projects Fund - Special Assessments) - Ward 2 (Wolfson)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $218,356.75
Funding Source: Capital Projects Fund - Special Assessments
Dept./Division: Public Works/SID

PURPOSE/BACKGROUND:
Installation of pavement, curb and gutter, sidewalks, and driveway approaches.

RECOMMENDATION:
It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:
Resolution No. R-39-2010

RESOLUTION NO. _____

A RESOLUTION CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1513 – VIA OLIVERO AVENUE AND VALADEZ STREET (EAST OF CIMARRON ROAD); FIXING THE TIME AND PLACE WHEN COMPLAINTS, PROTESTS, AND OBJECTIONS TO THE FINAL ASSESSMENT ROLL FOR THE DISTRICT WILL BE HEARD; PROVIDING FOR THE MANNER OF GIVING NOTICE OF THE HEARING ON THE FINAL ASSESSMENT ROLL; PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH; RATIFYING ALL ACTION TAKEN CONSISTENT WITH THE PROVISIONS HEREOF; AND PROVIDING THE EFFECTIVE DATE HEREOF.

Summary: Public Hearing Notice

WHEREAS, the City Council of the City of Las Vegas in the County of Clark, State of Nevada, (hereinafter the "City Council" and the "City" respectively) pursuant to an ordinance heretofore adopted (hereinafter the "Creation Ordinance") created City of Las Vegas, Nevada, Special Improvement District No. 1513 – Via Olivero Avenue And Valadez Street (East Of Cimarron Road) (hereinafter the "District") and ordered the acquisition of certain public improvements within the District (hereinafter the "Project"); and

WHEREAS, the City Council, by resolution heretofore adopted, has authorized the proper officers of the City to execute a construction contract on behalf of the City in accordance with NRS 271.335, for the Project, all as provided by law; and

WHEREAS, the City Council has heretofore determined that a portion of the cost and expense of the Project is to be paid by special assessments levied against the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases) from the improvements in the Project; and

WHEREAS, NRS 271.360 provides that the City Council may determine the cost of the Project to be assessed after making the construction contract, or after determining the net cost to the City, but not necessarily after the completion of the Project; and

WHEREAS, in accordance with NRS 271.360, the City Council has determined and does hereby declare that the net cost to the City for the Project (including all necessary incidentals which either have been or will be incurred in connection with the District) is $227,512.75, of which $9,156.00 is available from other sources and $218,356.75 is to be assessed upon the benefited lots, tracts and parcels of land

in the District, which the City Council has determined will receive special benefits and corresponding market value increases from the Project; and

WHEREAS, the City Council by resolution heretofore adopted, directed the City Engineer (with the assistance of the City Engineer Division) to make out a final assessment roll; and

WHEREAS, the City Council, together with the City Engineer, made out a final assessment roll for the District which contains, among other things, the names and addresses of the last known owners of the property to be assessed, a description of each lot, tract, or parcel of land to be assessed, and the amount of the proposed assessment to be levied thereon. The City Engineer has reported the final assessment roll to the City Council and the City Engineer has prepared and filed the final assessment roll with the City Clerk; and

WHEREAS, the City Council has determined, and does hereby determine, that all of the assessable property in the City which is specially benefited by the improvements to be acquired in the District and only that property, which is so specially benefited, is included on the final assessment roll; and

WHEREAS, the City Council has also determined, and does hereby determine, that the notice for a hearing on the final assessment roll, which is provided for herein, is reasonably calculated to inform each interested person of the proceedings concerning the District, which may directly and adversely affect his or her legally protected rights and interests.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS IN THE COUNTY OF CLARK, IN THE STATE OF NEVADA; THAT:

Section 1. All actions, proceedings, matters, and things heretofore taken, had, and done by the City and the Officers thereof (not inconsistent with the provisions of this Resolution) concerning the District, be, and the same hereby are, ratified, approved and confirmed.

Section 2. A portion of the total cost of the District, to the City, including all necessary incidentals, which either have been or will be incurred in connection with the District, shall be paid by the assessable property in the District as designated in the Creation Ordinance. The total cost of the District shall be apportioned and the amount to be assessed shall be as follows:

Total Cost	Estimated Amount of Special Assessments	Amount Available from Other Sources
$227,512.75	$218,356.75	$9,156.00

Section 3. The final assessment roll for the District has been examined by the City Council, is tentatively approved, and is ordered filed in the office of the City Clerk.

Section 4. Wednesday, July 7, 2010 at 1:00 P.M., at the City of Las Vegas Council Chambers, 400 Stewart Avenue, Las Vegas, Nevada, be, and the same hereby is, fixed as the date, time and place when the City Council will hear and consider complaints, protests and objections to the final assessment roll, to the amount of each of the assessments, and to the regularity of the proceedings in making such assessments (whether made verbally or in writing) by the owners of the assessable property specially benefited by the Project in "City of Las Vegas, Nevada, Improvement District No. 1513 Via Olivero Avenue And Valadez Street (East Of Cimarron Road)" and proposed to be assessed, or by any party or person interested, and by all parties or persons aggrieved by such assessments.

Section 5. The City Clerk shall give notice by publication in the Las Vegas Review-Journal, a newspaper of general circulation in the City and a newspaper of general circulation in the District. Such notice to be published at least once a week, for three consecutive publications, by three weekly insertions, the first such publication in said newspaper to be at least 15 days prior to the date of the protest hearing. It shall not be necessary that the notice be published on the same day of the week, but not less than 14 days shall intervene between the first publication in such newspaper and the last publication in the same newspaper. Service by publication shall be verified by the affidavit of the publishers and filed with the City Clerk. In accordance with NRS 271.380 (2), the City Clerk or Deputy City Clerk shall also give notice by registered or certified mail by depositing a copy of such notice in the United States mail, postage prepaid, as first-class mail, at least 20 days prior to such hearing, to the last known owner or owners of each tract being assessed at his or their last known address or addresses. Proof of mailing shall be made by the affidavit of the City Clerk or Deputy City Clerk and such proof shall be filed with the City Clerk, provided however, that failure to mail any such notice or notices shall not invalidate any assessment or any other proceedings concerning the District. Proof of the publication and proof of the mailing shall be maintained in the permanent records of the office of the City Clerk until all special assessments and special assessment bonds issued (if such special assessment bonds are hereafter issued) appertaining thereto, have been paid in full, both principal and interest, or any claim is barred by an appropriate statute of

limitations. The City Council of City of Las Vegas hereby determines that the manner of giving notice herein provided by publication and by registered or certified mail is reasonably calculated to inform the parties of the proceedings concerning the District and the levying of assessments, which may directly and adversely affect their legally protected interests. Such notice shall be provided in NRS 271.380 and shall be substantially in the following form:

(Start of Form)

NOTICE OF THE FILING OF FINAL ASSESSMENT ROLL, OF THE OPPORTUNITY TO FILE WRITTEN COMPLAINTS, PROTESTS, OR OBJECTIONS, AND OF THE ASSESSMENT HEARING, ALL CONCERNING THAT CERTAIN AREA TO BE ASSESSED FOR IMPROVEMENTS WITHIN THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1513 – VIA OLIVERO AVENUE AND VALADEZ STREET (EAST OF CIMARRON ROAD).

NOTICE IS HEREBY GIVEN, that the Final Assessment Roll No. 2010-04 for City of Las Vegas, Nevada, Special Improvement District No. 1513 – Via Olivero Avenue And Valadez Street (East Of Cimarron Road) (hereinafter the "District") in and for the City of Las Vegas in the County of Clark, State of Nevada, which has been made out by the City Council of City of Las Vegas, together with the City Engineer, has been filed on June 2, 2010, in the office of the City Clerk and since such date, the final assessment roll has been, and now is available for examination by any interested person during regular office hours, Monday through Friday 8:00 a.m. until 5:00 p.m. The boundaries of the District are described in the Special Improvement District No. 1513 Creation Ordinance heretofore adopted (hereinafter the "Creation Ordinance"). The boundaries of the District, which include the location of the Project and the lots, tracts and parcels of land to be assessed, shall be the exterior boundary of each parcel of property fronting a street to be improved by the improvements (as described below) or fronting a cul-de-sac which abuts or fronts a street to be improved by the improvements. The streets to be improved by the improvements are:

VALADEZ (WEST SIDE) - from the centerline of Via Olivero Avenue north along Valadez approximately 340 feet (60-foot right-of-way)

VIA OLIVERO (NORTH SIDE) – from the centerline of Valadez Street west along Via Olivero Avenue approximately 600 feet (60-foot right-of-way)

The amounts to be assessed for the improvements in the District will be levied upon all tracts in the District, i.e., upon all abutting tracts in proportion to the special benefits derived (as shown by the estimated benefits and corresponding market value increases) provided, however, that an equitable adjustment will be made for assessments to be levied against wedge or "V" or other irregularly-shaped lots or tracts of lands, if any, and for any lot, tract or parcel not specially benefited by the improvements so that assessments according to benefits are to be equal and uniform.

The assessments will be levied on a front foot basis, provided those tracts which front a cul-de-sac and which abut or front a street or streets being improved will be assessed on a "unit lot" basis, i.e., all lots abutting the cul-de-sac are to be assessed the same amount based upon the front footage of those lots abutting the streets or streets being improved which also abut the cul-de-sac. Each property owner will be assessed for the cost of a 23 foot wide pavement section, curb, gutter, sidewalks and residential driveway approaches, where not already existing. The owners of property who elect to have water or sewer installed will be assessed on a per service or unit lot method for the installation of sewer laterals or water laterals. THE CITY HAS NO OBLIGATION TO PROVIDE WATER OR SEWER SERVICE TO ANY PROPERTY WITHIN THE DISTRICT REGARDLESS OF WHETHER THE CITY COUNCIL PROCEEDS WITH ALL OR ANY PART OF THE PROJECT.

Such basis of assessments has been designated by the City Council in the Creation Ordinance heretofore adopted. The portion of the costs to be assessed against, and the maximum amount of benefits estimated to be conferred upon each lot, tract or parcel of land or property in the District is stated in the final assessment roll. The City Council has determined that each of these tracts will receive special benefits (and corresponding market value increases) from the improvements in the Project.

The City Council will meet to hear and consider all complaints, protests, and objections to said final assessment roll, to the amount of the assessments, and to the regularity of the proceedings in making such assessments, by the owners of the property specially benefited by, and proposed to be assessed for, the improvements in the District. Any person interested and any parties aggrieved by such assessments may be heard on Wednesday, July 7, 2010, at 1:00 p. m. at the City of Las Vegas Council Chambers, 400 Stewart Avenue, in Las Vegas, Nevada. Any complaint, protest, or objection to the regularity, validity, and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, and of the amount thereof levied on each lot, tract or parcel of land, shall be deemed waived unless filed in writing with the City Clerk, on or before Thursday, July 1, 2010, i.e., at least three days prior to the date set for the assessment hearing.

At the time and place so designated for the hearing, the City Council shall hear and determine all complaints, protests, and objections to the regularity of the proceedings in making such assessments, the correctness of such assessments, the amount levied on any particular lot, tract or parcel of land to be

assessed, the amount of the benefits and corresponding market value increases, which have been so made in writing or verbally. The City Council shall further have the power to adjourn such hearing from time to time, and by resolution shall have power, in its discretion, to revise, correct, confirm, or set aside any assessment and to order that such assessment may be made de novo. The owners of the property to be assessed are advised that this is the final chance to present any evidence as to the amount of the assessments (or other matters to be considered at the hearing) to the City Council. If a person objects to the final assessment roll or to the proposed assessments:

(1) He is entitled to be represented by counsel at the hearing;

(2) Any evidence he desires to present on these issues must be presented at the hearing; and

(3) Evidence on these issues that is not presented at the hearing may not thereafter be presented in an action brought pursuant to NRS 271.395.

Assessments shall be due and payable at the office of the City Treasurer without interest and without demand within 30 days after the ordinance levying the assessments becomes effective. All or any part of such assessments may also, at the election of the owner, be paid thereafter in forty (40) substantially equal semi-annual installments of principal and interest until paid in full, with interest in all cases on the unpaid and deferred installments of principal from the effective date of the assessment ordinance. After the adoption of the assessment ordinance and before assessment bonds are issued (or if bonds are not issued) the City shall provide the maximum rate of interest on the unpaid and deferred installments of assessments. If assessment bonds are sold, such rate will not exceed by more than one percent (1%) the highest rate of interest on the assessment bonds for the District. The effective interest rate on the assessment bonds of the District will not exceed the statutory maximum rate, i.e., will not exceed by more than three percent (3%) the "Index of Twenty Bonds", which is most recently published before the time bids for such bonds are received, or at a time a negotiated offer for the sale of such bonds is accepted. Penalties, 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 Director of Finance and Business Services) per month (not prorated for any portion of the month) on the unpaid balance of the assessment and accrued interest, shall be due for delinquencies. 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 with interest accruing thereon to the next interest payment date and the payment of a penalty for such prepayment of up to three percent (3%) of the installment or installments of principal so prepaid. The City Council, in the ordinance levying the assessments, will establish a prepayment penalty or premium of up to three percent (3%) of the principal of deferred installments so prepaid.

Pursuant to NRS 271.357, the City has established a procedure to allow any person whose principal residence will be included in the District to apply for a hardship determination. A person whose application for a hardship determination has been approved by the City Council is entitled to have the principal amount of the assessment postponed, but is required to pay the interest on the unpaid balance of the assessment at the same rate and upon the same terms as established by the City for the assessments. A person desiring to apply for a hardship determination shall file an application no later than July 1, 2010, with the Clark County Department of Social Services (CCSS), 1600 Pinto Lane, Las Vegas, Nevada 89106. Please contact CCSS at (702) 455-8687 for a pre-qualification screening.

Pursuant to NRS 271.395, within 15 days immediately succeeding the effective date of the assessment ordinance to be adopted following the hearing, any person who has filed a complaint, protest, or objection in writing shall have the right to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination. Thereafter, all actions or suits attacking the regularity, validity, and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, and of the amount of the assessment levied on each tract, including, without limiting the generality of the foregoing, the defense of confiscation, shall be perpetually barred.

Dated this ____ day of _____, 20__.

_____
BEVERLY K. BRIDGES, MMC
City Clerk

(End of Form)

Section 6. The owner or owners of any lot, tract or parcel of land which is assessed in such final assessment roll, whether named or not in such roll, or any person interested, or any parties aggrieved, may, within three (3) days prior to the date set for the hearing, file with the office of the City Clerk his or her complaints, protests, or objections in writing to said assessment.

Section 7. Whenever any notice is mailed as herein provided, the fact that the person to whom it was addressed does not receive it shall not in any manner invalidate or affect the legality of the notice thereby given.

Section 8. The officers of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution.

Section 9. All resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution or part of any resolution heretofore repealed.

Section 10. If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall in no way affect any remaining provisions of this Resolution.

Section 11. The City Council has determined, and does hereby declare, that this Resolution shall be in effect immediately after its passage in accordance with law.

PASSED and APPROVED on June 2, 2010.

OSCAR B. GOODMAN, Mayor

Attest:

BEVERLY K. BRIDGES, MMC
City Clerk

Approved as to form:

5/19/10
Date

Assistant City Attorney

STATE OF NEVADA)
)
COUNTY OF CLARK) ss
)
CITY OF LAS VEGAS)

I, Beverly K. Bridges, MMC, the duly chosen and qualified City Clerk of the City of Las Vegas (hereinafter the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the City Council of the City (hereinafter the "City Council") at a meeting held on June 2, 2010.

2. The adoption of the resolution was duly moved and seconded and the resolution was adopted by an affirmative vote of a majority of the members of City Council as follows:

Those Voting Aye:	Oscar B. Goodman Gary Reese Steve Wolfson Lois Tarkanian Steven D. Ross Ricki Y. Barlow Stavros S. Anthony
Those Voting Nay:	_____ _____
Those Absent:	_____ _____

3. The original of the resolution has been approved and authenticated by the signatures of the Mayor of the City and myself as City Clerk and has been recorded in the regular official record of the City Council kept for that purpose in my office, which record has been duly signed by the officers and properly sealed.

4. All members of the City Council were given due and proper notice of the meeting. Pursuant to § 241.020, Nevada Revised Statues, written notice of the meeting was given not later than 9:00 a.m. on the third working day before the meeting, including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice at least three working days before the meeting at the principal office of the City Council, or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the City Council, to wit:

(i) City Clerk's Bulletin Board
City Hall Plaza
2nd Floor Skybridge
Las Vegas, Nevada

(ii) Bulletin Board
City Hall Plaza (next door to Metro Records)
Las Vegas, Nevada

(iii) Las Vegas Library
833 Las Vegas Boulevard North
Las Vegas, Nevada

(iv) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada

(v) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

(vi) The City of Las Vegas website

(b) By mailing a copy of the notice to each person, if any, who has requested notice of the meetings of the City Council in the same manner in which notice is required to be mailed to a member of the City Council. Such notice was delivered to the postal service no later than 9:00 a.m. on the third working day prior to the meeting.

5. Upon request, the City Council provides at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the City Council for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

6. A copy of such notice so given of the meeting of the City Council on June 2, 2010 is attached to this certificate as Exhibit "A". A copy of the affidavit of publication of the Notice of Public Hearing is attached hereto as Exhibit "B", and a copy of the minutes of the public hearing held on July 7, 2010, is attached hereto as Exhibit "C".

IN WITNESS WHEREOF, I have hereunto set my hand on this ____ day of _____, 20__.

(SEAL)

_____
BEVERLY K. BRIDGES, MMC
City Clerk

Exhibit "A"

(Attach Notice of Meeting and Agenda)

Exhibit "B"

(Attach Affidavit of Publication of Notice of Public Hearing)

Exhibit "C"

(Attach minutes of public hearing on **July 7, 2010)**

STATE OF NEVADA)
) ss.
CITY OF LAS VEGAS)

AFFIDAVIT OF MAILING
NOTICE OF HEARING

Beverly K. Bridges does hereby swear, upon oath according to law:

1. I am and at all times hereinafter mentioned was the duly qualified and sworn City Clerk of the City of Las Vegas, Nevada.

2. I mailed or caused to be mailed a notice entitled "NOTICE OF THE FILING OF FINAL ASSESSMENT ROLL, OF THE OPPORTUNITY TO FILE WRITTEN COMPLAINTS, PROTESTS, OR OBJECTIONS, AND OF THE ASSESSMENT HEARING, ALL CONCERNING THAT CERTAIN AREA TO BE ASSESSED FOR IMPROVEMENTS WITHIN THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1513 VIA OLIVERO AVENUE AND VALADEZ STREET (EAST OF CIMARRON ROAD)" by deposit in the United States mail, postage prepaid, as first-class mail, at the post office in the City of Las Vegas, Nevada, on _____ ____, 20__, being at least twenty (20) days prior to the hearing, on July 7, 2010 to the last known address of each last known owner of land within the District whose property will be assessed for the cost of the improvements, such addresses and owners being those appearing on the records of the County Assessor of Clark County, Nevada, and from such other sources as I, the City of Las Vegas and Public Works Department, deemed to be reliable.

3. A list of said owners and their addresses is hereto attached, marked Exhibit A and made a part hereof, all addresses therein being situate within the City of Las Vegas, Nevada, unless otherwise indicated, such names and addresses being the same as those shown on the "Tabulation of Parcels" or "Final Assessment Roll".

4. There is attached hereto, marked Exhibit B and made a part hereof, a full, true and correct copy of the notice as mailed as herein described.

5. Copies of the affidavit of publication of said notice, verified by the affidavit of the publisher, and a copy of this affidavit are on file in the office of the City Clerk.

Further Affiant sayeth naught.

_____
BEVERLY K. BRIDGES, MMC
City Clerk

SUBSCRIBED and SWORN to before me in the City of Las Vegas, Nevada, this ____ day of _____, 20__.

My commission expires _____.

_____
Notary Public

(NOTARIAL STAMP)

EXHIBIT "A"

(Attach List of Property Owners with Their Addresses)

EXHIBIT "B"

(Attach Notice of Hearing as Mailed)

City of Las Vegas Agenda Item No.: **34.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 2, 2010

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

SUBJECT:
RESOLUTIONS:

R- Approval of a second Resolution supporting the designation of an area known as The Upper Las Vegas Wash as an Urban National Park Unit managed by The National Park Service - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
On November 18, 2009, the City Council adopted Resolution R-78-2009 for the purpose of urging the United States Congress, the U.S. Department of Interior, and the National Park Service to make a land management designation with respect to the Upper Las Vegas, and directed staff to work with local, tribal, and federal agencies and interested stakeholders to develop a concept for a new urban national park unit.

RECOMMENDATION:
It is recommended that the City Council approve this second resolution and authorize its execution on behalf of the City

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Second Resolution No. R-
3. Federal Lands Concept Map

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JUNE 2, 2010
DEPARTMENT: ADMINISTRATIVE SERVICES
ITEM DESCRIPTION: Approval of a Second Resolution Supporting the Designation of an Area Known as The Upper Las Vegas Wash as an Urban National Park Unit Managed by The National Park Service

---

Staff has worked closely with local, tribal, and federal agencies along with interested stakeholders to develop a concept map for a new urban national park unit. This follow up resolution provides a map that highlights that concept and meets City objectives for federal legislation that would designate land within City limits for a national park unit, expand the disposal boundary to include lands to be annexed to the City for future urban development, establish corridors for infrastructure, and convey land to the City for economic development.

SECOND RESOLUTION SUPPORTING THE DESIGNATION OF AN AREA KNOWN AS THE UPPER LAS VEGAS WASH AS AN URBAN NATIONAL PARK UNIT MANAGED BY THE NATIONAL PARK SERVICE

WHEREAS, on November 18, 2009, the City Council adopted Resolution R-78-2009 for the purpose of urging the United States Congress, the U.S. Department of Interior, and the National Park Service to make a land management designation with respect to the Upper Las Vegas Wash that is appropriate for the protection of the resources, done in a timely manner to avoid further degradation of the area, and with appropriate funding to fully develop the area's scientific, educational and recreational potential; and

WHEREAS, the Council desires to follow up Resolution R-78-2009 with a second resolution indicating the Council's support for actions that would meet the objectives of the concept map attached to this Resolution, which objectives are to designate land within City limits for a national park unit, expand the disposal boundary to include lands to be annexed to the City for future urban development, establish corridors for infrastructure, and convey land to the City for economic development.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, by means of this Resolution, to urge the United States Congress, the U.S. Department of Interior, and the National Park Service to make a land management designation that:

1. Meets the objectives of the concept map attached to this Amended Resolution, as described above; and

. . .

. . .

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. . .

. . .

. . .

. . .

. . .

2. Is appropriate for the protection of the resources, done in a timely manner to avoid further degradation of the area, with appropriate funding to fully develop the area's scientific, educational and recreational potential.

PASSED, ADOPTED, AND APPROVED this _____ day of _____, 2010.

CITY OF LAS VEGAS

BY _____
OSCAR B. GOODMAN, Mayor

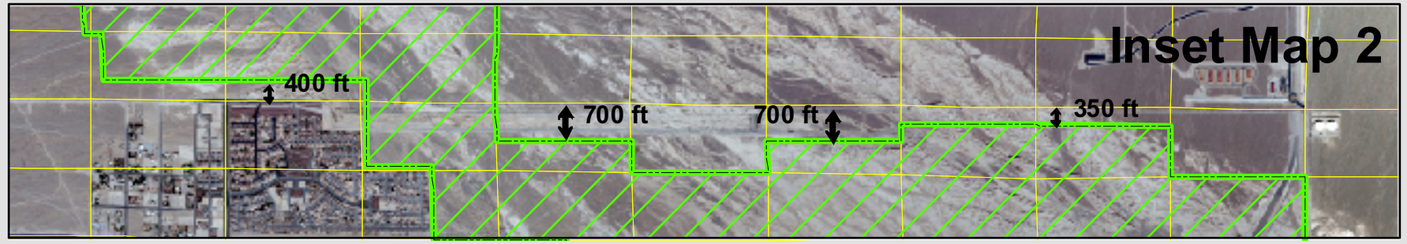
ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM

Val Steed 5-19-10
_____
Date

Federal Lands Concept



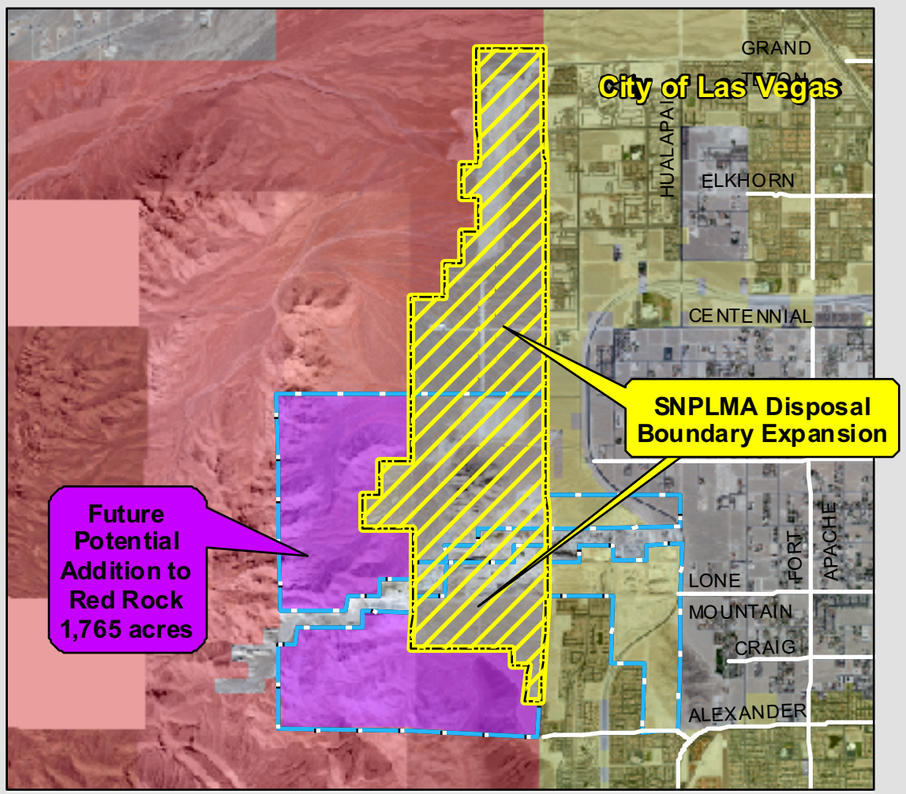
SNPLMA Disposal Boundary Expansion

Potential Unit of the National Park System

Land to be conveyed to City for economic development

Future Visitor's Center

Inset Map 1



Community Gravel Pit Boundary

Annex to City

See Inset Map 2

See Inset Map 1

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

Data current as of: May 18, 2010

- SNPLMA Disposal Boundary Expansion
- Potential Unit of the National Park System
- Existing Red Rock
- BLM Disposal Boundary
- Paiute Tribal Lands
- Infrastructure/Utility/Roadway Corridor
- City of Las Vegas - City Limits

0 0.5 1 2 Miles

N

City of Las Vegas Agenda Item No.: **35.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 2, 2010

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

SUBJECT:
Discussion and possible action regarding a Temporary Beer/Wine/Cooler On-sale License, Mieko Enterprise, dba Sushi Bar Sage, 4408 North Rancho Drive, Mieko Yaguchi, Pres, Secy, Treas, Dir, 100% - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Discussion and possible action regarding a Temporary Beer/Wine/Cooler On-sale License.

RECOMMENDATION:
Recommendation to be provided following the discussion of this item at the City Council Meeting.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **36.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 2, 2010

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

SUBJECT:
Discussion and possible action regarding an Appeal of Work Card Denial for Rene Kingsbury, db at 7 Eleven Food Store 13681, 4950 West Charleston Boulevard - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Discussion and possible action regarding an Appeal of Work Card Denial.

RECOMMENDATION:
Recommendation to be provided following the discussion of this item at the City Council Meeting.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **37.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 2, 2010

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

SUBJECT:
Discussion and possible action regarding a Six Month Review of Work Card Denial for Ivana Vela, db at Vinny Boy's Italian Market Place, 3620 West Sahara Avenue, Suite W02 - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Discussion and possible action regarding a Six Month Review of Work Card Denial.

RECOMMENDATION:
Recommendation to be provided following the discussion of this item at the City Council Meeting.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **38.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 2, 2010

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

SUBJECT:
RESOLUTIONS:

R-41-2010 - Discussion and possible action regarding a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Entertainment Visual Improvement Program Agreement (EVIP) between the RDA and Artemus W. Ham III (Owner) and Hookah Cafe, LLC, dba Maharaja Hookah Cafe (Tenant and EVIP Participant) located at 500 and 506 Fremont Street (APNs 139-34-611-004 and 005) to be in compliance with and in furtherance of the goals and objectives of the RDA - Ward 5 (Barlow) [NOTE: This item is related to RDA Item 6 (RA-9-2010)]

Fiscal Impact

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

PURPOSE/BACKGROUND:
This is a related item to discussion and possible action regarding assisting Hookah Cafe, LLC, dba Maharaja Hookah Cafe (EVIP Participant), with the costs of exterior improvements to the property located at 500 and 506 Fremont Street. Approval will adopt findings that the EVIP Agreement is in compliance with and in furtherance of the goals and objectives of the RDA and the Redevelopment Plan.

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
1. Resolution No. R-41-2010
2. Before Photos and After Rendering of Project
3. Site Map

RESOLUTION NO._____

RESOLUTION CONSENTING TO CERTAIN UNDERTAKINGS OF THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY IN CONNECTION WITH THE ENTERTAINMENT VIP AGREEMENT ("EVIP") BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY ("AGENCY") AND ARTEMUS W. HAM, III ("OWNER") AND HOOKAH CAFÉ, LLC D/B/A MAHARAJA HOOKAH CAFE ("TENANT" AND "EVIP PARTICIPANT") FOR THE PROJECT CONCERNING THE DEVELOPMENT OF IMPROVEMENTS TO REAL PROPERTY DESCRIBED AS APN 139-34-611-004 AND 005

WHEREAS, the City of Las Vegas Redevelopment Agency (the "Agency") adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11, 1992, by Ordinance 3637, on November 4, 1996, by Ordinance 4036, on December 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830 (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan identifies and designates an area within the corporate boundaries of the City of Las Vegas (the "Redevelopment Area") as in need of redevelopment in order to eliminate the environmental deficiencies and blight existing therein; and

WHEREAS, the Agency approved on February 16, 2005 the reallocation of funds to fund the Entertainment District Visual Improvement Program (EVIP), in order to provide funding to participating tavern-limited businesses for the purpose of making improvements to the exterior of such commercial properties; and

WHEREAS, ARTEMUS W. HAM, III (the "OWNER") the owner of real property and improvements located at 500 and 506 FREMONT STREET, and which parcel is commonly known as APN 139-34-611-004 and 005 (the "Site"); and

WHEREAS, HOOKAH CAFÉ, LLC D/B/A MAHARAJA HOOKAH CAFE (the "EVIP PARTICIPANT") is the tenant of the real property located at 500 and 506 FREMONT STREET and is undertaking certain exterior improvements to the property or the redevelopment of an underdeveloped property in accordance with the Entertainment VIP Program;

WHEREAS, the City Council of the City of Las Vegas has considered the findings that the development of improvements to a building, facilities, structures or other improvements to be located at the Site are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

WHEREAS, the City Council of the City of Las Vegas has considered the findings that no other reasonable means of financing the building, facilities or structures or other improvements on the Site are available; and

WHEREAS, the City Council of the City of Las Vegas has considered the undertakings of the Agency in connection with the Entertainment VIP Agreement (the "Agreement" and attached hereto as Exhibit A), which provides for the contribution of funds to HOOKAH CAFÉ, LLC D/B/A MAHARAJA HOOKAH CAFE for making physical, visual improvements to the building or property located on the Site, all as more fully set forth in the Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Las Vegas hereby finds and determines that the development of building, facilities, structures or other improvements on the Site are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby finds and determines there are no reasonable means of financing those building, facilities, structural or other improvements on the Site; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby consents to the undertakings of the Agency in connection with the Agreement with the "Owner" and "EVIP Participant" for the Project concerning the development on the Site.

THE FOREGOING RESOLUTION was passed, adopted and approved this _____ day of _____, 2010.

CITY OF LAS VEGAS

By_____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
CITY CLERK

APPROVED AS TO FORM:

M. Nielsen 5-13-10
Counsel to Agency
Date

EXHIBIT A

CITY OF LAS VEGAS REDEVELOPMENT AGENCY
ENTERTAINMENT VISUAL IMPROVEMENT AGREEMENT
AND GRANT OF FACADE EASEMENT

THIS ENTERTAINMENT VISUAL IMPROVEMENT AGREEMENT AND GRANT OF FAÇADE EASEMENT (the "Agreement") is entered into this _____ day of _____, ____, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body in the State of Nevada (hereinafter referred to as the "Agency") and ARTEMUS W. HAM, III ("Owner") and SARA JAH AND IMTIAZ MOHAMMAD d/b/a HOOKAH CAFÉ, LLC ("Tenant").

Recitals

WHEREAS, the City of Las Vegas Redevelopment Agency ("Agency") administers and funds and is funded by the Agency for the purposes of improving the physical appearance of, and encouraging reinvestment in existing commercial structures; and

WHEREAS, in furtherance of the Redevelopment Plan (the "Redevelopment Plan") for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), the Agency approved an Entertainment Visual Improvement Program (the "Entertainment VIP") for the purpose of assisting property owners and their tenants in the rehabilitation of their buildings in order to revitalize and promote the economic stability of the redevelopment area; and

WHEREAS, pursuant to the implementation of the Entertainment VIP, the Agency wishes to acquire an easement in gross on and upon the exterior walls of buildings (the "Facade Easement"), and a maintenance agreement for the Façade Easement Area (the "Building Façade Maintenance Agreement") located on that certain property, as more particularly described in the "Legal Description of the Site", attached hereto as Attachment " 1 " and incorporated herein, subject to the Owner's and Tenant's agreement to rehabilitate and improve the exterior walls and faces of the building on the Property in accordance with this Agreement and the Entertainment VIP Guidelines (the "EVIP Guidelines"), incorporated herein by reference. The Property is located within or is contiguous to the boundaries of the redevelopment area; and

WHEREAS, in consideration for the acquisition of the Façade Easement, the Agency shall reimburse the Tenant for any Pre-approved Qualified Exterior Improvements to a maximum of $95,000.00 and the Tenant has provided a 100% matching cash contribution to the Agency's participation to ensure that Tenant has a vested interest in the completion of its site improvements and to ensure a high leveraging of public resources and such improvements are significant in character, as determined by the Agency; and

WHEREAS, the Owner and Tenant desires to participate in the Entertainment VIP pursuant to the terms and provisions of this Agreement and the Owner has provided their consent to the proposed exterior improvements on the property, as evidenced by Attachment " 8 " – VIP Real Property Owner Consent.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, the AGENCY and OWNER and TENANT do hereby agree as follows:

SECTION 1: SCOPE OF AGREEMENT. The purpose of this agreement is to effectuate the Redevelopment Plan by contributing funds to that certain property, as more particularly described in the "Legal Description of the Site," attached hereto as Attachment " 1 " and incorporated herein by reference. Implementation of this Agreement will further the goals and objectives of the Redevelopment Plan. This Agreement is subject to the provisions of the Redevelopment Plan which the City Council of the City of Las

Vegas adopted on March 5, 1986, by Ordinance No. 3218, as amended. Said Redevelopment Plan, as it now exists and as it may be subsequently amended, is incorporated herein by reference and made a part hereof as though fully set forth herein.

SECTION 2: PARTIES TO THE AGREEMENT. The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382, et seq.). The principal office of the Agency is located at 400 Stewart Avenue, Las Vegas, Nevada, 89101. "Agency", as used in this Agreement, includes the City of Las Vegas Redevelopment Agency and any assignee of or successor to its rights, powers and responsibilities. The Tenant warrants that it has a valid and binding leasehold interest for five (5) years successive to the Effective Date of this Agreement (as defined hereinafter), the Site. Such leasehold interest is demonstrated by Attachment " 2 ", "Proof of Ownership or Leasehold Interest", which is attached hereto and is incorporated herein by reference. "Owner", as used in this Agreement, includes not only the Owner but also any assignee of, or successor to, its rights, powers and responsibilities. The Agency and the Owner individually may be referred to as "party" or collectively as "parties" hereinafter.

SECTION 3: GRANT OF FAÇADE EASEMENT AND MAINTENANCE AGREEMENT. The Owner agrees to grant and convey and the Agency agrees to acquire and accept conveyance of a nonexclusive easement in gross (the "Facade Easement") on and upon that certain area described in Exhibit A of Attachment " 2 ", attached hereto and incorporated herein (the "Facade Easement Area"), subject to the following conditions:

a. The purchase price for the Facade Easement shall be an amount up to one hundred percent (100%) of the façade improvements, with a not to exceed maximum of ninety-five thousand dollars (**$95,000.00**) for "Pre-approved Qualified Exterior Improvements". Pre-approved Qualified Exterior Improvements which shall be considered for reimbursement includes the following: painting, cleaning, tuck pointing, façade repair/replacement, window repair/replacement, doorways, lighting, new or substantially rehabilitated signage, window tinting, new or replacement awnings, permanent landscaping, parking lots, and rear access renovations. All Pre-approved Qualified Exterior Improvements must be seen from the public right-of-way. The final purchase price will be determined when the project improvements are completed and Tenant has submitted paid invoices from contractor(s) to the Agency.

b. Owner and Tenant shall have provided Agency with all the documents required for participation in the EVIP, as set forth in the EVIP Guidelines in a form acceptable to and approved by the Agency, including without limitation an executed Facade Easement Deed, in substantially the form attached hereto as Attachment " 3 " and a Building Façade Maintenance Agreement, in substantially the form attached hereto as Attachment " 4 ".

c. Agency shall pay Tenant the Purchase Price within forty-five (45) days after submission of paid invoices by Tenant for the Project improvements, and inspection and approval of such Improvements, in accordance with the EVIP Guidelines. Additionally, the Agency will not release any funds until the Tenant has secured a Certificate of Occupancy by the appropriate city department and has obtained the necessary approval from the Downtown Design Review Committee for the installation of signage on the property.

d. The Agency shall cause the Facade Easement Deed and the Building Façade Maintenance Agreement to be recorded against the Property promptly after completion of the Project improvements and upon payment of the Purchase Price by the Agency to the Tenant. The Facade Easement and the Building Façade Maintenance Agreement shall commence upon such recordation and shall terminate on the date five (5) years thereafter.

e. Owner and Tenant, if any, hereby agrees to maintain the Property, including without limitation the Facade Easement Area and the Project improvements to be constructed thereon, in accordance with the maintenance provisions set forth in the Building Façade Maintenance Agreement, Attachment " 4 " attached hereto. Owner and Tenant agrees that all material future changes to the exterior surfacing of the building(s) on the Property, including the Facade Easement Area, shall be subject to the approval of the Agency, which approval shall not be unreasonably withheld. No painting or exterior surfacing which, in the opinion and judgment of Agency, are inharmonious with the general surroundings shall be used on the exterior of any buildings now or to be located on the Property. This covenant shall run with the land for a period of five (5) years from the date the Facade Easement Deed is recorded against the Property. Owner and/or Tenant shall be in default of this Agreement if Owner breaches any of the obligations under this Section 3 or Attachment " 4 ".

f. The Agency shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

SECTION 4: OWNER'S AND/OR TENANT'S REPURCHASE OPTION. The Agency hereby grants the Owner and/or Tenant the option to repurchase the Facade Easement (the "Option") from the Agency pursuant to the following terms and conditions:

a. Option Term. The term of the Option (the "Option Term" or "Option") shall commence upon recordation of the Facade Easement Deed and shall continue until the termination of the Facade Easement. In order to exercise the Option, the Owner and/or Tenant must give sixty (60) days written notice to the Agency that it wishes to exercise the Option.

b. Repurchase Price. If the Owner exercises the Option, the Agency agrees to sell and the Owner agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis over five (5) years. The Amortization Schedule is set out in Exhibit C of Attachment " 3 ", attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Owner and/or Tenant shall pay for all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner and/or Tenant shall execute such documents and take such actions as may be necessary to effectuate such repurchase.

d. The Owner's and/or Tenant's right to this Option and the terms and conditions of this Option shall be contained in the Facade Easement Deed to be recorded on the Property.

SECTION 5: IMPROVEMENTS TO THE SITE AND PROJECT BUDGET. The Tenant shall make improvements to the Site, or to the buildings, fixtures or appurtenances thereon, according to the Scope of Work and Tentative Schedule of Improvements, which is attached hereto as Attachment " 5 " and by this reference is made a part hereof. The Scope of Work and Tentative Schedule of Improvements shall provide a line item budget, acceptable to the Agency, for all work to be performed. Within 60 days of execution of this Agreement by the Agency, Tenant agrees to commence, or cause the commencement of, rehabilitation and improvement of the Site, including the Façade Easement Area, pursuant to the plans and other documents submitted by Owner and/or Tenant and approved by Agency in accordance with the EVIP Guidelines. Tenant shall complete the improvements within 180 days of commencement of work. Additional time may be given upon approval of the Agency, which approval shall not be unreasonably

withheld. The improvements to the site also shall be referred to as the "Project" hereinafter. The Agency shall maintain a right of access to the Site, provided that the Agency gives the Owner and/or Tenant a minimum of twenty-four (24) hours written, advance notice prior to entering the Site.

SECTION 6: CONTRACTOR SELECTION REQUIREMENTS. If the Project exceeds $10,000, then the Tenant in compliance with NRS 279.478 must obtain three (3) or more competitive bids from properly licensed contractors. If the Tenant is unable to obtain (3) or more competitive bids, the Tenant shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 7: DESIGN REVIEW COMMITTEE. For reviewing the architectural and engineering design of the Project, the Agency has appointed a Design Review Committee comprised of one or more staff members from the following City of Las Vegas municipal departments: Office of Business Development; Planning and Development Department; Land Development, Public Works; Development Coordination, Public Works; and City of Las Vegas Department of Building & Safety. At its discretion, the Agency may solicit input from additional City staff depending on the individual needs of the Project. The Design Review Committee shall meet on an ad hoc basis. The Design Review Committee shall recommend approval or disapproval of the Project Scope of Work. If the Project is disapproved, the Agency shall retain the right to ask the Owner and/or Tenant to make changes to the proposed Scope of Work.

SECTION 8: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS. The Tenant must comply with all development standards applicable to the Scope of Work, including but not limited to, the Zoning Code of the City of Las Vegas, the Building Code of the City of Las Vegas, and the Fire Code of the City of Las Vegas. Additional development standards may apply depending on the specific location of the Site.

SECTION 9: FAILURE TO COMPLETE WORK. If the contractor selected by the Tenant fails to complete all of the work specified in the Scope of Work, then the Agency may pursue any and all equitable remedies available under this Agreement, as more specifically described in Section 13 hereinafter.

SECTION 10: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Owner and/or Tenant from undertaking any other work in or about the subject premises which is unrelated to Entertainment VIP provided for in this Agreement.

SECTION 11: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the Entertainment VIP Guidelines and therefore would be deemed a substantial benefit to the Redevelopment Area. The Agency finds that the Project, upon completion, would achieve one or more of the following:

1. Encourage new commercial development;
2. Create or retain jobs for nearby residents;
3. Increase local revenues from private revenue sources;
4. Increase levels of human activity in the Redevelopment Area;
5. Possess attributes that are unique, either as to type of use or level of quality and design;
6. Require for their construction, installation or operation the use of qualified and trained labor; or
7. Demonstrate greater social or financial benefits to the community that would a similar set of buildings, facilities, structures or other improvements not paid for by the Agency.

The Agency has also considered the opinions of persons who reside in the Redevelopment Area or the immediate vicinity of the Redevelopment Area. In addition, the Agency has compared the level of spending

proposed by the Agency and the projections of future revenue made on the buildings, facilities, structures or other improvements.

The Tenant has declared that no other reasonable means of financing are available to undertake the improvements to the Property because the return on investment is not reasonable and the improvements are being financed through cash on hand and/or debt financing through a private lender. Furthermore, the Tenant would not undertake the full set of improvements contemplated in the Agreement through resources reasonably available to the Tenant pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment " 7 " and by this reference made a part hereof.

The Tenant has also declared and provided the Agency with an Employment Plan, which is attached hereto as Attachment " 7 " and by this reference is made a part hereof. The Tenant, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the Tenant shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

SECTION 12: CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. The Owner and/or Tenant warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. No member, official or employee of the Agency shall be personally liable to the Owner and/or Tenant in the event of any default or breach by the Agency or for any amount which may become due to the Participant or on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, Owner and/or Tenant warrants that it has disclosed, on the Disclosure of Principals form attached hereto as Attachment " 6-A " and Attachment "6-B" and incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in Owner and/or Tenant or any principal member of Owner and/or Tenant. Throughout the term hereof, Owner and/or Tenant shall notify City in writing of any material change in the above disclosure within 15 (fifteen) days of any such change.

SECTION 13: DEFAULTS AND REMEDIES. Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The nondefaulting party shall notify the defaulting party that a default exists and that the defaulting party must cure same within thirty (30) days of receipt of the notice of default. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with reasonable diligence and during any period of curing shall not be in default. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court, County of Clark State of Nevada, in any other appropriate court in that county, or in the Federal District Court in the appropriate district of Nevada. The nondefaulting party may also, at its option, cure the breach and sue in any court of proper jurisdiction to collect the reasonable costs incurred by virtue of curing or correcting the defaulting party's breach. Further, the nondefaulting party may file legal action to require the defaulting party to specifically perform the terms and conditions of this Agreement. Upon occurrence of an Event of Default by either the Participant or the Agency during the existence of this Agreement, the non-defaulting party, at its option, may institute an action for specific performance of the terms and obligations (including the payment of any monetary obligation) of this Agreement. During the existence of this Agreement and upon the occurrence of a Owner and/or Tenant Event of Default, the Agency shall have the right to terminate, and this Agreement shall so terminate, the date that the written notice of termination is received by the Owner and/or Tenant or such other date as may

be specified in the written notice. In the event of termination of this Agreement by the Agency, the Owner and/or Tenant agrees to return any and all Agency Funds heretofore paid to the Owner and/or Tenant pursuant to the provisions of this Agreement within ten (10) calendar days after the termination date. Failure to return any and all Agency Funds paid to the Owner and/or Tenant shall entitle the Agency to sue the Owner and/or Tenant for specific performance as provided in this Section and to pursue the Agency's remedies, legal and equitable, for such damages as permitted by law.

SECTION 14: SUBSEQUENT AGENCY APPROVALS. Any approvals of the Agency required and permitted by the terms of this Agreement may be given by the Executive Director of the Agency or such other person that the Agency designates in writing.

SECTION 15: TERM. The term of this Agreement shall end upon the completion of all duties and obligations to be performed by each of the parties hereto.

SECTION 16: SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

SECTION 17: GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 18: NOTICES. Notices shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express delivery service, freight prepaid, in each case by delivery to the Owner and Tenant and the Agency at the addresses set forth in this Agreement or at such other address as a party may designate in writing. The date notice given shall be the date on which the notice is delivered, if notice is given by personal deliver, or five (5) calendar days after the date of deposit in the mail or with an express delivery service, if the notice is sent through the United States mail.

SECTION 19: CAPTIONS. The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

SECTION 20: ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes Attachment " 1 " through Attachment " 8 " inclusive, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and the Owner and Tenant and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of Agency and the Owner and Tenant.

SECTION 21: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 2010 by the Las Vegas Redevelopment Agency. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date").

Date of Agency Approval:

_____, 2010

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
OSCAR B. GOODMAN, CHAIRMAN
"Agency"

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
SECRETARY

APPROVED AS TO FORM:

M.N. 5-13-10
Counsel to the Agency Date

Print Name: M. Nearchos

OWNER

ARTEMUS W. HAM, III

By: _____
Name: Artemus W. Ham, III
Its: Owner

TENANT

HOOKAH CAFÉ, LLC

By: _____
Name: Sara Jah
Its: Manager

By: _____
Name: Imtiaz Mohammed
Its: Manager

LIST OF ATTACHMENTS

ATTACHMENT " 1 "	LEGAL DESCRIPTION OF THE PROPERTY
ATTACHMENT " 2 "	PROOF OF OWNERSHIP OR LEASEHOLD INTEREST
ATTACHMENT " 3 "	FORM OF FAÇADE EASEMENT DEED
ATTACHMENT " 4 "	FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT
ATTACHMENT " 5 "	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT "6-A "	DISCLOSURE OF PRINCIPALS – PROPERTY OWNER
ATTACHMENT "6-B"	DISCLOSURE OF PRINCIPALS - TENANT
ATTACHMENT " 7 "	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN
ATTACHMENT "8"	VIP REAL PROPERTY OWNER CONSENT

ATTACHMENT 1

LEGAL DESCRIPTION OF THE PROPERTY

Lots Eleven (11), Twelve (12) and Thirteen (13) in Block Two (2) of Hawkins Addition, as shown by map thereof on file in Book 1 of Plats, Page 40, in the Office of the County Recorder of Clark County, Nevada, aka 500 E. Fremont Street, Las Vegas, Nevada,

and:

Lot Fourteen (14) in block Two (2) of Hawkins Addition, as shown by map thereof on file in Book 1 of Plats, Page 40, in the Office of the County Recorder of Clark County Recorder of Clark County, Nevada, aka 506 E. Fremont Street, Las Vegas, Nevada.

ATTACHMENT 2

LEASEHOLD INTEREST

Copy of Lease By and Between

Artemus W. Ham III (Landlord)

and

Sara Jah & Imtiaz Mohammad (Tenant)

is on file with the City of Las Vegas - Office of Business Development

EXHIBIT A

DESCRIPTION OF THE FAÇADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face adjoining the Fremont Street right-of-way and northerly abutting alley right-of-way, or other public areas, including all exterior wall planes, window, doors, fascias, awnings, signage and other architectural projections.

and:

The area consisting of the parking lot adjoining the Fremont Street and Las Vegas Boulevard right-of-way and northerly abutting alley right-of-way, or other public areas, including all signage and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 3

FORM OF FACADE EASEMENT DEED

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
ATTN: Operations Officer

FACADE EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, ARTEMUS W. HAM III ("Grantor"), does hereby grant to the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic ("Grantee"), a nonexclusive facade easement (the "Facade Easement") in gross on and upon a portion of the real property described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"). The precise description of the area of the facade easement is described in Exhibit B attached hereto and incorporated hereby by reference (the "Facade Easement Area").

1. Grantee is responsible for carrying out the Redevelopment Plan for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"). In furtherance of the Redevelopment Plan, Grantor and Grantee entered into an Entertainment Visual Improvement Agreement and Grant of Facade Easement dated _____ (the "EVIP Agreement") which required the Grantor to improve the facades(s) of the building(s) on the Property in accordance with the EVIP Agreement and Grantee's Entertainment Visual Improvement Guidelines.

2. Grantor shall maintain the Property and the Facade Easement Area in accordance with the Facade Easement Agreement, including without limitation, the provisions set forth in the Building Façade Maintenance Agreement, recorded against the Property by separate instrument. Grantor agrees that all material future changes to the exterior surface of the facades of the building that has been improved on the Property shall be subject to the approval of the Grantee, which approval shall not be unreasonably withheld. This covenant shall run with the land until five (5) years from the date this Facade Easement Deed is recorded against the Property.

3. Grantee may use the Facade Easement for the purpose of ensuring the repair and maintenance of the Facade Easement Area, including the Facade Improvements to be constructed thereon, in accordance with the Facade Easement Agreement.

4. The Facade Easement shall include ancillary rights of ingress and egress over any portion of the Property that is necessary in order to repair and maintain the Facade Improvements located on and within the Facade Easement Area.

5. Grantor covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, ancestry, age, sexual preference, physical handicap or medical condition in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall Grantor or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, subleases, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

6. The Grantee shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

7. In the event of a violation of this Agreement by Grantor, the Grantee may, following reasonable notice to Grantor and after allowing thirty (30) days to correct said violation, institute a suit to enjoin such violation and to require the restoration of the Facade Improvements to their prior condition. In the alternative, the Grantee may enter upon the Property, correct any such violation and hold the Grantor and, his or her heirs, successors and assigns, responsible for the costs thereof in accordance with the Facade Easement Agreement and Building Facade Maintenance Agreement.

8. The Facade Easement granted herein shall terminate on the date which is five (5) years from the date of recordation of this Facade Easement Deed.

9. Grantor shall have the option to repurchase the Facade Easement granted herein (the "Option") from the Grantee pursuant to the terms and conditions set forth hereunder.

a. Option Term. The term of the Option (the "Option Term") shall commence thirty (30) days after recordation of the Facade Easement Deed and shall continue until five (5) years from the date of the recordation of this Façade Easement Deed. In order to exercise the Option, the Grantor must give sixty (60) days written notice to the Grantee that it wishes to exercise the Option.

b. Repurchase Price. If the Grantor exercises the Option, the Grantee agrees to sell and the Grantor agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis over five (5) years. The Amortization Schedule is set out in Exhibit C, attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Owner shall pay for all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner and Agency shall cooperate in good faith and execute such documents and take such actions as may be necessary to effectuate such repurchase.

10. The obligations and benefits imposed and granted in this Facade Easement Deed shall be binding on Grantor and all successor owners of the Property and inure to the benefit of the Grantee, its successors and assigns and are intended to run with the land.

11. The provisions of this Facade Easement Deed may be amended or terminated in full only by a written agreement between the Grantor and Grantee.

12. Nothing contained in this Facade Easement Deed shall be deemed to be a gift or dedication of any portion of Property to the general public or for the general public for any public purpose whatsoever, it being the intention of the parties to this Facade Easement Deed that the Facade Easement shall be strictly limited to and for the purposes expressed in this Facade Easement Deed.

13. This declaration shall be governed by and construed in accordance with the laws of the State of Nevada.

14. The Facade Easement granted herein shall be binding on and inure to the benefit of the successors and assigns of the parties and are intended to bind and burden the Property described in Exhibit A.

...

...

...

IN WITNESS WHEREOF, Grantor has executed this Facade Easement Deed as of this ____ day of _____, _____.

ARTEMUS W. HAM III

By:_____
ARTEMUS W. HAM III
Its: OWNER
"GRANTOR"

ACCEPTED AND AGREED TO:

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By:_____
OSCAR B. GOODMAN

Its: CHAIRMAN
"GRANTEE"

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
Secretary

APPROVED AS TO FORM

_____
Counsel to the Agency Date

Print Name:_____

ACKNOWLEDGMENTS

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2010 by ARTEMUS W. HAM III as GRANTOR.

_____
Notary Public in and for said County and State

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2010 by Oscar B. Goodman as Chairman of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lots Eleven (11), Twelve (12) and Thirteen (13) in Block Two (2) of Hawkins Addition, as shown by map thereof on file in Book 1 of Plats, Page 40, in the Office of the County Recorder of Clark County, Nevada, aka 500 E. Fremont Street, Las Vegas, Nevada,

and:

Lot Fourteen (14) in block Two (2) of Hawkins Addition, as shown by map thereof on file in Book 1 of Plats, Page 40, in the Office of the County Recorder of Clark County Recorder of Clark County, Nevada, aka 506 E. Fremont Street, Las Vegas, Nevada.

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face adjoining the Fremont Street right-of-way and northerly abutting alley right-of-way, or other public areas, including all exterior wall planes, window, doors, fascias, awnings, signage and other architectural projections.

and:

The area consisting of the parking lot adjoining the Fremont Street and Las Vegas Boulevard right-of-way and northerly abutting alley right-of-way, or other public areas, including all signage and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

EXHIBIT C

FORM OF FAÇADE EASEMENT REPURCHASE PRICE AMORTIZATION SCHEDULE

1. Amount of Purchase Price: $95,000.00 (Maximum)

2. Repurchase Price based on unamortized portion of Purchase Price amortized on straight-line basis over five (5) years as follows:

Anytime during first year:	$95,000.00
Anytime during second year:	$76,000.00
Anytime during third year:	$57,000.00
Anytime during fourth year:	$38,000.00
Anytime during fifth year:	$19,000.00
After five full years from recordation of the Façade Easement Deed:	$0.00

ATTACHMENT 4

FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
ATTN: Operations Officer

BUILDING FACADE MAINTENANCE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 20___, between ARTEMUS W. HAM III, hereinafter referred to as "Owner" and the CITY of LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic, hereinafter referred to as "Agency" with reference to the following facts:

WHEREAS, Owner is the owner of that real property ("the Property") in the City of Las Vegas, County of Clark, State of Nevada, legally described in Exhibit " A " attached hereto by this reference, commonly known as 500 and 506 Fremont Street, Las Vegas, Nevada and currently designated as Assessor's Parcel Nos.139-34-611-004 and 139-34-611-005; and

WHEREAS, the Property is located within the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), and in furtherance of the Redevelopment Plan for the Redevelopment Area, the Agency approved an Entertainment Visual Improvement Program (the "Entertainment VIP") for the purpose of revitalization and elimination of blighting influences in the Redevelopment Area; and

WHEREAS, Owner and/or tenant has rehabilitated the facades of the property: the area consisting of the building face adjoining the Fremont Street right-of-way and northerly abutting alley right-of-way, or other public areas, including all exterior wall planes, window, doors, fascias, awnings, signage and other architectural projections.

and:

The area consisting of the parking lot adjoining the Fremont Street and Las Vegas Boulevard right-of-way and northerly abutting alley right-of-way, or other public areas, including all signage and

other architectural projections. Agency purchased a Facade Easement for the Property (hereinafter "the Facade Easement") which ensures that the building facades on the Property will be preserved in a manner consistent with the Entertainment Visual Improvement Agreement and Grant of Facade Easement dated _____ (the "EVIP Agreement"); and

WHEREAS, by the terms of said Façade Easement, Owner is required to enter into an agreement for a period of five (5) years giving the Agency authority to lien the Property to ensure that the façade(s) covered by the Façade Easement, legally described in Exhibit " B " attached hereto (the "Façade Easement Area"), will be diligently maintained and that violations will be corrected promptly; and

WHEREAS, this agreement is entered into to ensure that the Property is maintained because both parties recognize that diligent maintenance is an integral part of preservation of the Property and one of the considerations for Agency's purchase of the Façade Easement;

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Purpose. The purpose of this agreement is to ensure diligent maintenance of the building facades on the Property facing public streets and/or alleys, the Façade Easement Area, in accordance with the plans approved by the City of Las Vegas Office of Business Development and any other city department that may have issued approvals and/or permits as of the date of this agreement, or as may be otherwise approved by City during the term of this agreement. Copies of the plans for the Façade Easement Area required to be maintained under this agreement and which are incorporated herein by this reference, are on file with the City of Las Vegas in the Office of Business Development, 400 Stewart Avenue, Las Vegas, NV 89101.

2. Duty to Maintain Property. Owner covenants and agrees, for itself, its lessees, successors and assigns during the term of this agreement to diligently maintain and care for the Façade Easement Area in accordance with the plans approved by City. "Diligent maintenance" is persistent upkeep which employs the standard of care necessary to meet all requirements of applicable local ordinances and regulations and standards of workmanship in accordance with the generally accepted standards for maintenance observed by comparable uses located within the City of Las Vegas. In particular, Owner covenants that:

    a) All exterior building facades shall be maintained, repaired, or used in accordance with the City of Las Vegas Building Code and the plans approved by, any and all, appropriate City of Las Vegas department(s) as of the date of this agreement, or as may be otherwise approved by City during the term of this agreement.

    b) The exterior of the buildings and structures shall have effective weatherproofing and waterproofing, including non-deteriorated paint, uncracked or unbroken plaster, sound siding, sealing of doors and windows and adequate and approved roof covering.

c) All exterior doors, door hardware, handles, locksets and latch sets shall be in safe and operable condition, free of cracks, splits, holes, inadequate fastening and warpage.

d) All windows shall be secure, well sealed, unbroken, and with undamaged frames. No window bars, grills or grates of any kind shall be installed without the express approval of the City of Las Vegas Department of Building and Safety.

e) All exterior lighting, including but not limited to security, carport, stairway or balcony, and building lighting, must be operable at all times as required by the City of Las Vegas Building Code.

3. Agency's Right to Cure Owner's Default. Owner shall be in default of this agreement if Owner breaches any of the Owner's obligations under Paragraph 2 above, and the breach is not cured within thirty (30) days (or such longer period as may be specified in the Notice of Breach) after the Agency gives notice ("Notice of Breach") to the Owner of the failure to perform, which Notice of Breach shall specify in reasonable detail the conditions constituting the breach. The City's Director of the Office of Business Development ("Director") (or, if that position no longer exists, an Agency official with comparable duties) or the Director's designee may impose conditions on any extension of time to cure the breach, which conditions may include but are not limited to (i) requiring Owner to post a cash deposit or surety bond in the amount of the estimated cost of curing the breach or default, and (ii) requiring that Owner commence curing the breach or default by a specified date and thereafter diligently and in good faith continue to cure the breach until completion of the cure.

In the event of default, in addition to any other remedies available to Agency at law or in equity, Agency in its sole and absolute discretion may enter the Property and cure the default at Owner's cost at any time after giving not less than thirty (30) days' notice ("Notice of Default") to Owner, which Notice of Default shall state the Agency's intent to enter the Property and shall specify in reasonable detail the work or correction the Agency intends to perform.

4. Hold Harmless. Owner shall waive any and all claims for damage or loss as a result of Agency's entry onto the Property. Owner shall defend, indemnify and hold harmless Agency, its employees, officers, agents and contractors from and against any and all liability, loss, expense, including reasonable attorney's fees or claims for injury or damage caused by or as a result of the Agency, its employees, officers, agents or contractors entry onto the Property. Notwithstanding the foregoing, the above waiver and indemnity shall not apply with respect to any negligent acts or omissions or willful misconduct by the Agency, its employees, officers, agents and/or contractors.

5. Agency's Cost of Cure. If Agency, acting through its own employees or through its contractors, enters the Property and cures the breach or default, Agency shall perform the work in a reasonably efficient, cost effective and competitively priced manner. The cost of curing the default shall be due and payable within ten (10) days after delivery of an invoice to Owner, and if paid at a later date shall bear interest at the rate of 10% per annum from the date of the invoice until Agency is reimbursed by Owner. Any warranties provided by

Agency's contractors shall be assigned to Owner upon Owner's payment in full of the amounts due hereunder.

6. Additional Remedies. The Agency, in addition to the collection procedure set forth above in paragraph 4, may make the cost incurred in maintaining the Property a lien upon the Property by recording a notice with the Clark County Recorder. The lien may also include any and all costs incurred in recording the lien. The notice shall state that the Agency has incurred maintenance costs under the terms of this agreement and shall state the amount, together with the fact that it is unpaid. Such lien shall be immediately released upon Owner's payment of said costs.

7. Notices. Notices required or permitted to be given under the terms of this agreement shall be served personally, or by certified mail, return receipt requested, or by overnight courier, addressed as follows:

AGENCY: City of Las Vegas Redevelopment Agency
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
Attn: Operations Manager

OWNER: 2008 Gray Eagle Way
Las Vegas, NV 89117
Attn: Artemus W. Ham III

and, in the event that Owner hereafter conveys Property, to each successive Owner as shown on the tax rolls for Clark County.

8. Property Owner. If Owner conveys, grants or transfers the Property or a portion thereof to another, such grantee or transferee shall be responsible for complying with the terms and conditions of this agreement as to the Property or as to that portion thereof so conveyed and Owner shall have no further obligation hereunder as to said Property or that portion thereof. If Owner leases the Property or any portion thereof to another, the lease shall provide for Owner's right of entry to perform Owner's obligations under this agreement. The lease also shall provide for Agency's right of entry to inspect the Property for compliance with this agreement and in the event of breach to perform required maintenance in accordance with the procedure set forth in Paragraph 3. Owner shall advise the Director of the Office of Business Development in writing of any changes in address of Owner and of the names and addresses of any subsequent owners of the property or any portion thereof.

9. Miscellaneous Terms and Provisions.

a) If any provision of this agreement is adjudged invalid, the remaining provisions of it are not affected.

b) Notice to Agency or Owner shall be considered to have been given when sent in the manner and to the addresses stated in Paragraph 6 above.

c) This writing contains a full, final and exclusive statement of the agreement of the parties.

d) By executing this agreement Owner, on its behalf and on behalf of any successor in interest, authorizes and grants to Agency or to Agency's agent, permission with 48 hours advance notice to enter upon the Property subject to this agreement to perform inspections of the façade improvements or to perform any work authorized by this agreement in the event of breach by Owner of any covenant set forth in Paragraphs 2 above. However, the Agency shall coordinate the time of such inspections with the Owner in order to minimize the disruption of business or inconvenience to the Owner's customers.

10. Recordation: Covenant Running With the Land for Five Years. Upon recordation of the Façade Easement Deed and execution of this agreement by both parties, the Agency shall record this agreement with the Clark County Recorder's Office. Agency shall provide Owner a copy of the agreement showing the Recorder's stamp.

This agreement pertains to that area of the Property covered by the Façade Easement, and shall run with the land for a period of five (5) years from the date first stated above, including a period of time after the expiration of the Façade Easement. This agreement binds the successors in interest of each of the parties to it.

11. Priority of Mortgage Lien. No breach of the covenants, conditions or restrictions of this agreement shall defeat or render invalid the lien or charge or any first mortgage or deed of trust made in good faith and for value encumbering the Property, but all of said covenants, conditions and restrictions shall be binding upon and effective against any successor to the Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to the Property.

12. Attorneys' Fees. If any party to this agreement resorts to a legal action to enforce any provision of this agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to any other relief to which it may be entitled. This provision applies to the entire agreement.

13. Estoppel Certificate. Upon written request by Owner or a subsequent owner, Agency shall promptly execute and deliver an estoppel certificate, in a form reasonably approved by the Agency, addressed as indicated in the request, stating that the property is in compliance with this agreement, or not, and stating the amount of any outstanding fees or charges.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year set forth above.

ARTEMUS W. HAM, III

By: _____ Date: _____
Name: ARTEMUS W. HAM, III
Title: OWNER

CITY OF LAS VEGAS REDEVELOPMENT AGENCY,
a public body, corporate and politic

By: _____ Date: _____
Name: OSCAR B. GOODMAN
Title: CHAIRMAN

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
Secretary

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

_____
Print Name

ACKNOWLEDGMENTS

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2010 by ARTEMUS W. HAM, III as OWNER

_____
Notary Public in and for said County and State

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2010 by Oscar B. Goodman as Chairman of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lots Eleven (11), Twelve (12) and Thirteen (13) in Block Two (2) of Hawkins Addition, as shown by map thereof on file in Book 1 of Plats, Page 40, in the Office of the County Recorder of Clark County, Nevada, aka 500 E. Fremont Street, Las Vegas, Nevada,

and:

Lot Fourteen (14) in block Two (2) of Hawkins Addition, as shown by map thereof on file in Book 1 of Plats, Page 40, in the Office of the County Recorder of Clark County Recorder of Clark County, Nevada, aka 506 E. Fremont Street, Las Vegas, Nevada.

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face adjoining the Fremont Street right-of-way and northerly abutting alley right-of-way, or other public areas, including all exterior wall planes, window, doors, fascias, awnings, signage and other architectural projections.

and:

The area consisting of the parking lot adjoining the Fremont Street and Las Vegas Boulevard right-of-way and northerly abutting alley right-of-way, or other public areas, including all signage and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 5

SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

1.	**Installation of Front Entrance**	**$60,000.00**
2.	**Installation of new Neon Signs**	**$75,000.00**
3.	**Installation of Side Arches**	**$20,000.00**
4.	**Repair and restrip Parking Lot**	**$40,000.00**
5.	**Installation of new Canopy**	**$10,000.00**
6.	**Repair, repaint and stucco building**	**$10,000.00**
7.	**Outdoor Lighting, fencing and parking booth**	**$10,000.00**
	TOTAL ESTIMATED PROJECT COSTS	**$225,000.00**

Estimated EVIP Grant	$95,000.00
plus Contingency	$0
Maximum Reimbursement for EVIP Grant	**$95,000.00**

Note – Items in bold are "Pre-approved Qualified Exterior Improvements".

Schedule of Improvements

Work will begin 60 days after approval of Agreement and should be complete within 180 days, depending on contractor's work schedule/work load.

Attachment 6-A

AH
Please Print Legibly

VIP Disclosure of Ownership/Principals

Real Property - Page 1 of 2

VIP Contracting Entity Information

Name ARTEMUS W. HAM III

Mailing Address 2008 GRAY EAGLE WAY, LAS VEGAS, NEVADA 89117

Business Phone (702) 732-8334

Tax ID or Social Security Number 530-34-8771

Ownership Interest

Estate in Severalty X Tenancy in Common ____ Joint Tenancy ____

Disclosure of Ownership/Principals

In the space below, the Contracting Entity must disclose all persons or entities holding more than one percent ownership interest in the real property.

Full Name & Title	Business Address	Business Phone
ARTEMUS W. HAM III	2008 GRAY EAGLE WAY, LAS VEGAS NV	(702) 732-8334

Additional Ownership/Principals

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

AH
Please Print Legibly

VIP Disclosure of Ownership/Principals

Alternative Disclosure of Ownership/Principal

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

Name of Attached Document n/a

Date of Attached Document _____

Number of Pages _____

Certification of Disclosure of Ownership/Principal - Real Property

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete and accurate.

Signature Artemus W. Ham III

Date March 10, 2010

State of Nevada
County of Clark

This instrument was acknowledged before me on

March 10, 2010 (date) by

Artemus W. Ham III (name of person)

Candice Salerno
Notary Public

CANDICE R. SALERNO
Notary Public State of Nevada
No. 94-2734-1
My appt. exp. April 8, 2012

VIP Disclosure of Ownership/Principals

Please Print Legibly

VIP Contracting Entity Information

Name Maharajah Hookah

Mailing Address 506 Fremont St.

Business Phone _____

Tax ID or Social Security Number 27-1459641

Type of Business

Sole Proprietor_____ Partnership_____ Limited Liability Company X Corporation_____

Disclosure of Ownership/Principals

In the space below, the Contracting Entity must disclose all persons or entities holding more than one percent ownership interest in the business.

Full Name & Title	Business Address	Business Phone
SABA JAIT - Owner	506 Fremont St.	
Imtaiz Mohammad - Owner	506 Fremont St.	

Additional Ownership/Principals

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made.

If continuation sheets are attached, please indicate the *number of sheets*:_____

VIP Disclosure of Ownership/Principals

Please Print Legibly

Alternative Disclosure of Ownership/Principal

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

Name of Attached Document _____

Date of Attached Document _____

Number of Pages _____

Certification of Disclosure of Ownership/Principal - Business

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete, and accurate.

Signature _____

Date 3-24-2010

State of Nevada
County of Clark

This instrument was acknowledged before me on

3-24-2010 (date) by

Sara Jah

~~Jay B. Young~~ (name of person)

_____

Notary Public

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
JAY B. YOUNG
No: 03-81078-1
My Appointment Expires April 4, 2011

Attachment 7

VIP Participant Affidavit and Employment Plan

Please Print Legibly

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, Sara Jah, Mtiaz Mohammad, being first duly sworn, depose and state under penalty of perjury as follows:

1. I am a corporate officer, managing member, or sole proprietor of the Hoohah Cafe, a company duly organized in the State of Nevada as a LLC, (Corporation/LLC/Sole Proprietorship). The Participant is seeking the assistance of the city of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at 500-506 Fremont St. ("Site"), as more particularly described by the VIP agreement ("Agreement") being contemplated by the city of Las Vegas Redevelopment Agency at its public hearing to be held on _____.

2. I hereby warrant that I either own the site, or have a leasehold interest in the site for a minimum of five years subsequent to the effective date of this agreement.

   Assistance from the Agency will allow me to make improvements to the site which I could not otherwise do. This will result in substantial benefit to the Redevelopment Plan Area and the neighborhood adjacent to the Site because of one or more of the following reasons (check one or more):

   a. Encourage the creation of new business or other appropriate development; ☑
   b. Create jobs or other business opportunities for nearby residents; ☑
   c. Increase local revenues from desirable sources; ☑
   d. Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located; ☑
   e. Possess attributes that are unique, either as to type of use or level of quality and design; ☐
   f. Require for their construction, installation or operation the use of qualified and trained labor; ☐ and
   g. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the agency. ☐

3. No other reasonable means of financing those buildings, facilities, structures or other improvements are available, because of one or more of the following reason(s) as checked by the Participant:

   a. An inducement for new businesses to locate or existing businesses to remain within the redevelopment area in which the business would ordinarily choose to locate outside the redevelopment area if the grant were not provided. Evidenced by a "but for" letter or statement from the business owner.; ☐ or
   b. There is a public objective and/or requirement that is more stringent and/or costly to undertake than a business would ordinarily embark upon. Evidenced by state or city ordinance. ☑ or
   c. There has been a lack of rehabilitation in the area and it is deemed unreasonable for the business to invest in improving the area unless the grant is provided. Evidenced by photographs of the immediate surrounding area displaying the slum and blight. ☑ or
   d. The exterior improvements to the property or business do not have a direct affect on revenues therefore making such an investment is not deemed acceptable by a customary financial institution. Evidenced by a denial letter from a financial institution. ☐ or

e. The visual improvement of the property or addition of the business to the area is so dramatic that it is a catalyst for economic development in the area. Evidenced by a positive economic impact analysis. ☐

Participant agrees to submit to the Agency its documentation which evidences that no reasonable means of financing are available to the Participant.

4. Participant hereby warrants the following:

a. The property on which the project is situated is free of all Mechanic's Liens at the time of application. SS (initial)

b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past five years. SS (initial)

c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. SS (initial)

d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. SS (initial)

5. Participant hereby acknowledges that existing opportunities for employment within the surrounding neighborhood of the redevelopment project are limited for neighborhood residents. Most residents must travel outside the neighborhood to find employment opportunities outside the redevelopment area, via public transportation or personal vehicles. Of the existing businesses within the neighborhood, many are family owned and have been in business for a long time. These existing businesses are not in an expansion mode and are not likely to employee neighborhood residents.

Furthermore, the project will help facilitate the continued expansion of employment opportunities by setting an example to other property/business owners to renovate their property/business and help create more employment opportunities through an expansion of business and renovation of vacant storefronts. The Project will allow neighborhood residents to apply for those positions (when available) for which they are qualified for as an employment opportunity. Appropriate measures will be taken to ensure that the neighborhood is aware of any job opportunities available from the business.

DATED this 24 day of March, 2010.

Authorized Signature: _____

SIGNED AND SWORN TO before

me this 24 day of March, 2010, by Jay B. Young

NOTARY PUBLIC
My Commission Expires:

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
JAY B. YOUNG
No: 03-81078-1
My Appointment Expires April 4, 2011

VIP Real Property Owner Consent

Attachment 8

AH
Please Print Legibly

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, ARTEMUS W. HAM III, owner and/or authorized representative of APN# 139-34-611-005 also commonly known as 506 FREMONT STREET hereby consent to the proposed exterior improvements on the above listed property **and** consent to the participation in the Visual Improvement Program which are to be undertaken by SARA JAH and IMTIAZ MOHAMMAD the tenant and/or business owner.

I also, hereby agree to and understand that in conjunction with participation in the Visual Improvement Program, the city of Las Vegas will record a non-exclusive façade easement deed and building maintenance agreement to the above listed property, at the completion of the pre-qualified improvements. The documents will be recorded in the Office of the County Recorder of Clark County, Nevada Records for a period of five years. The property owner and/or business owner will have the option to repurchase the façade easement and building maintenance agreement from the Agency during the five year period.

DATED this 10th day of March, 2010, _____.

Authorized Representative: Artemus W. Ham III
ARTEMUS W. HAM III

SIGNED AND SWORN TO before
me this 10th day of March, 2010, by Artemus W. Ham III

Candice R Salerno
NOTARY PUBLIC
My Commission Expires: 4/8/2012

CANDICE R. SALERNO
Notary Public State of Nevada
No. 94-2734-1
My appt. exp. April 8, 2012

Before Photos – Maharaja Hookah Cafe
(500 & 506 Fremont Street)

Before Photos – Maharaja Hookah Cafe
(500 & 506 Fremont Street)

Before Photos – Maharaja Hookah Cafe
(500 & 506 Fremont Street)

Before Photos – Maharaja Hookah Cafe
(500 & 506 Fremont Street)

Before Photos – Maharaja Hookah Cafe
(500 & 506 Fremont Street)

After Rendering – Maharaja Hookah Cafe
(500 & 506 Fremont Street)

PAGE#6

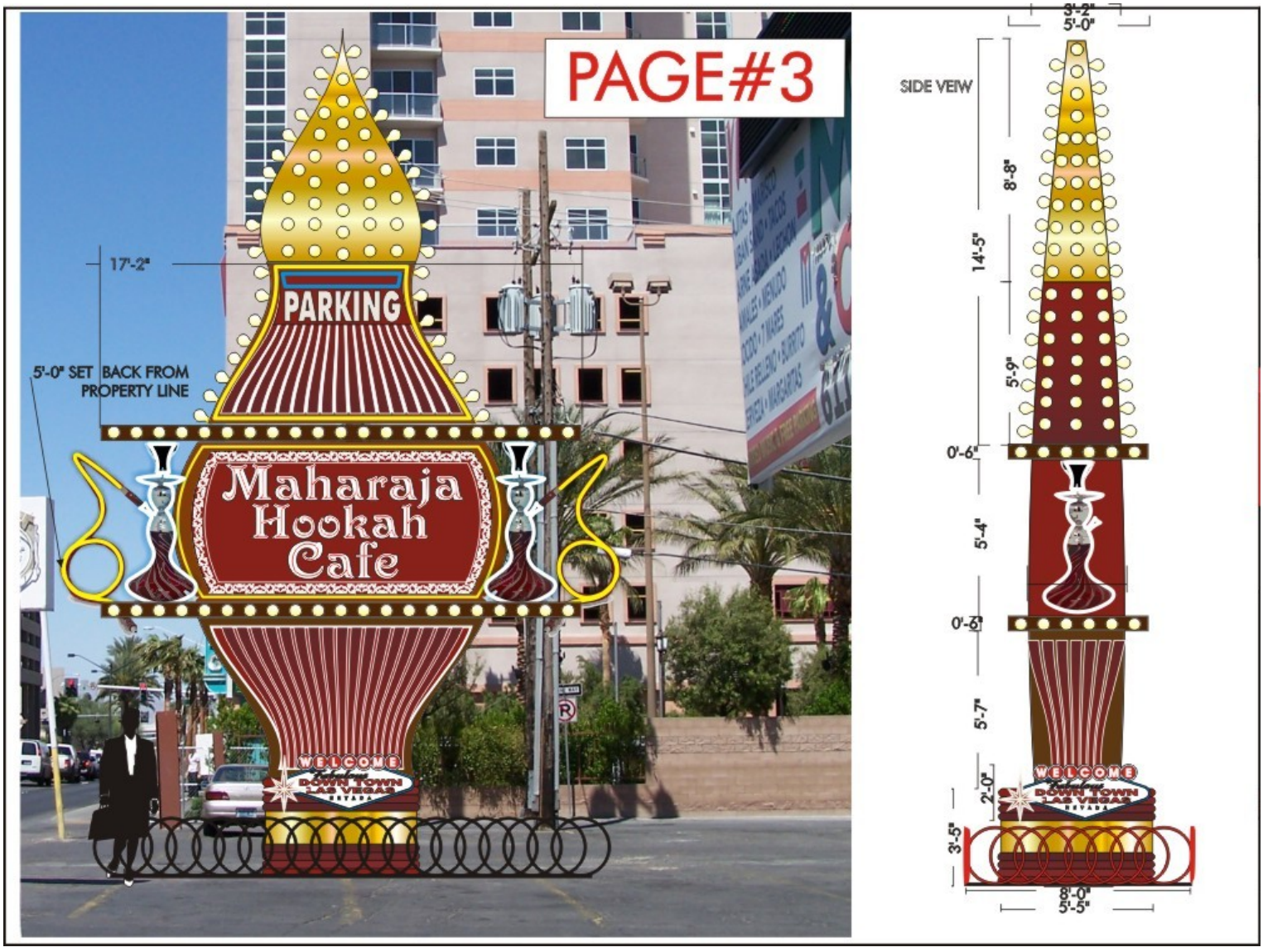
After Rendering – Maharaja Hookah Cafe
(500 & 506 Fremont Street)

After Rendering – Maharaja Hookah Cafe
(500 & 506 Fremont Street)

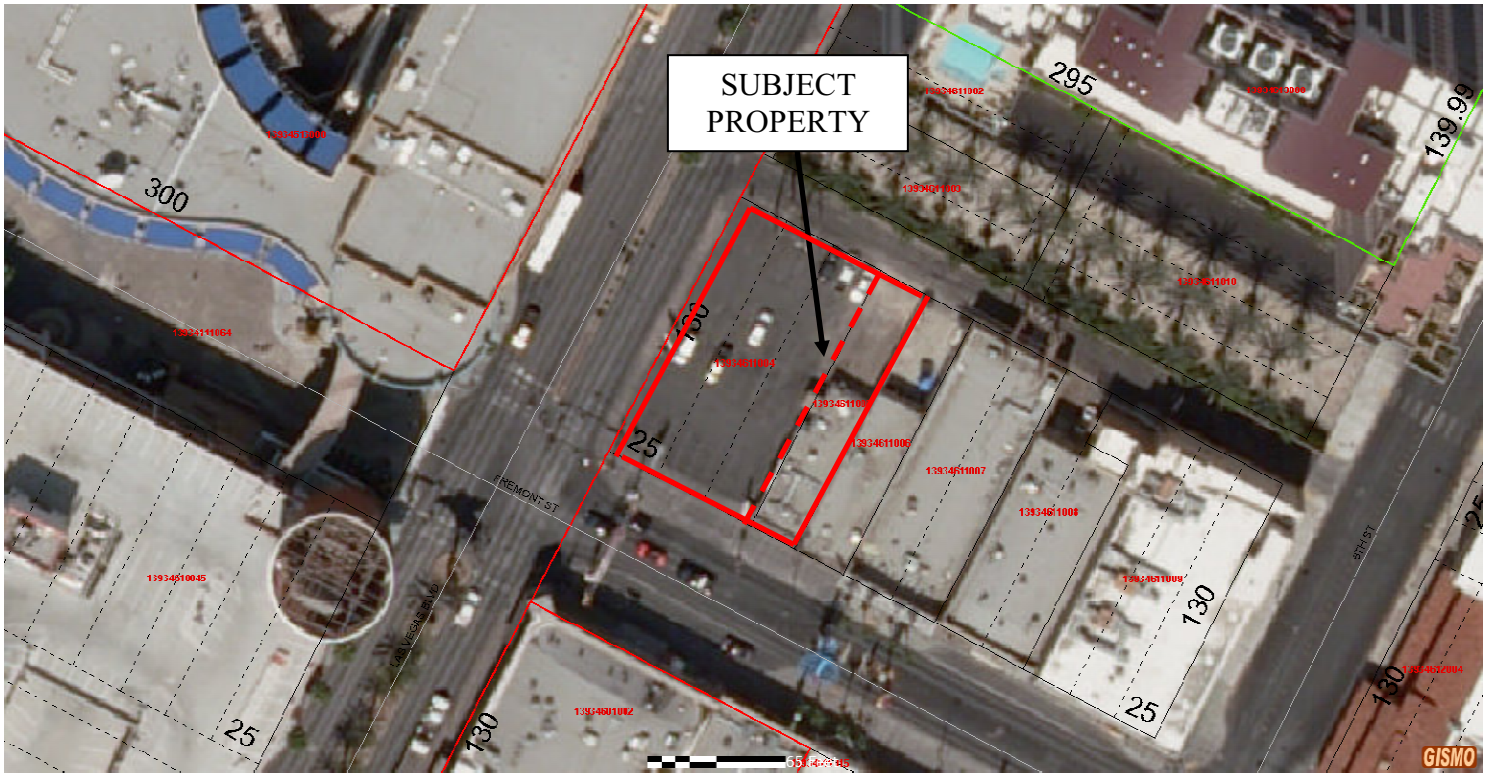
After Rendering – Maharaja Hookah Cafe
(500 & 506 Fremont Street)

PAGE#4

After Rendering – Maharaja Hookah Cafe
(500 & 506 Fremont Street)



SITE MAP – MAHARAJA HOOKAH CAFE
(500 & 506 FREMONT STREET)



City of Las Vegas Agenda Item No.: **39.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 2, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS 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.: **40.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 2, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS 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.: **41.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 2, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

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 has been referred to a Recommending Committee of the Full Council for review, hearing and final action on June 16, 2010 in conjunction with the City Council meeting.

First Reading – 5/19/2010; First Publication – 6/4/2010

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

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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.: **42.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 2, 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.: **43.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 2, 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.: **44.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 2, 2010

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

SUBJECT:
ABEYANCE ITEM - Public Hearing to consider the report of expenses to recover costs for abatement of nuisance located at 1368 Pyramid Drive in the amount of $6,200.02 (General Fund) and assess a maximum of $207,050 in daily civil penalties. PROPERTY OWNER: WILLIE B JAQUESS - Ward 5 (Barlow) [NOTE: Municipal Court Judgment amends the abatement amount to $6,187.57.]

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $6,200.02
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 NDX, LLC to remove all trash and debris including combustible waste matter, combustible fibers, combustible liquids from all ingress and egress areas of property and six months later hired Lunas Construction to remove all trash, debris, and stored items from all areas of property. To date, there have been nine (9) inspections conducted at this location. The estimated value of the property based on Zillow.com is $145,500.

RECOMMENDATION:
That the City Council: Approve the amended report of expenses for a total of $6,187.57 and consider assessing a maximum of $207,050 in daily civil penalties.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Maps
3. Report of Expenses
4. Contractor Disclosure
5. Notice of Public Hearing
6. Chronological List of Events
7. Copy of the Notice and Claim of Lien
8. Rescheduled Hearing Notification
9. Municipal Court Judgment

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JUNE 2, 2010
DEPARTMENT: Neighborhood Services
ITEM DESCRIPTION: ABEYANCE ITEM - Public Hearing to consider the report of expenses to recover costs for abatement of nuisance located at 1368 Pyramid Drive in the amount of $6,200.02 (General Fund) and assess a maximum of $207,050 in daily civil penalties. PROPERTY OWNER: WILLIE B JAQUESS – Ward 5 (Barlow) [NOTE: Municipal Court Judgment amends the abatement amount to $6,187.57.]

The agenda item was abeyed from the April 21, 2010 due to it was still in Municipal Court. A judgment was made in favor of the city of Las Vegas and amended the abatement fees to $6,187.57 on April 3, 2010.

NDX, LLC completed work on July 27, 2009 at a cost of $2,392.02 and Lunas Construction completed work on February 8, 2010 at a cost of $238.50; $1,122 in reinspection fees (w/late fees); $1,950 in civil penalties; plus a 15% administrative fee.

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.

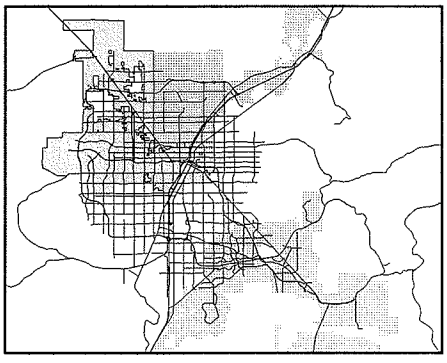
If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of 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.

1368 PYRAMID DRIVE
CROSS STREETS - RANCHO//VEGAS

City of Las Vegas Vicinity Map

N

0 170 340 680 Feet

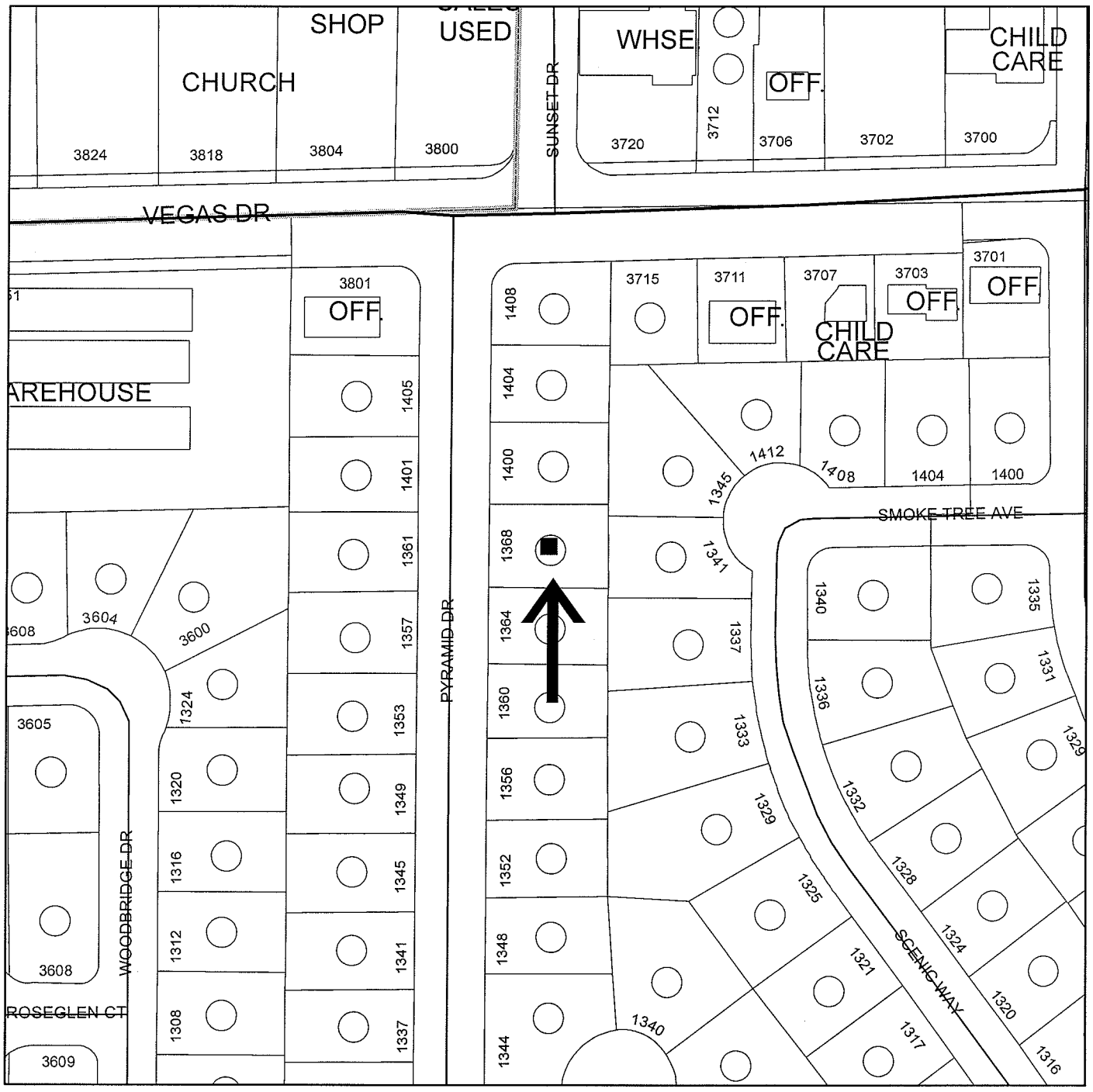


GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

1368 PYRAMID DRIVE
CROSS STREETS - RANCHO//VEGAS

City of Las Vegas Vicinity Map



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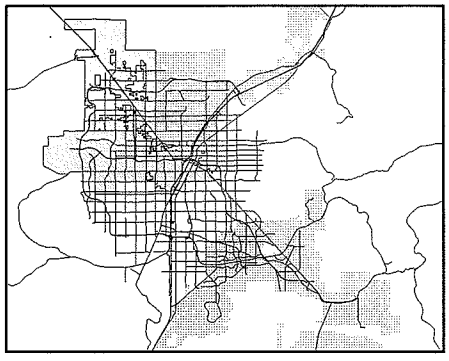
PLANNING & DEVELOPMENT



Memorandum

City of Las Vegas
Neighborhood Services Department

To: Beverly Bridges, MMC, City Clerk

From: Devin S. Smith, Manager – Neighborhood Response Division

CC: File

Date: March 29, 2010

Re: Report of Expenses for the abatement of nuisance located at 1368 Pyramid Drive - Ward 5 (Barlow)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance," the Department of Neighborhood Services caused the above-referenced property to be corrected by removing all trash and debris including combustible waste matter, combustible fibers, and combustible liquids from all ingress and egress areas of property, removing all trash and debris, and removing all stored items from all areas of the property. The abatements were completed by NDX, LLC on July 27, 2009 at a cost of $2,392.02 and Lunas Construction on February 8, 2010 at a cost of $238.50, which was accepted by the Department of Neighborhood Services.

Contract Amount Breakdown:	
Remove all trash and debris including combustible waste matter, combustible fibers, and combustible liquids from all ingress and egress areas of property.	$2,392.02
Remove all trash and debris from all areas of the property.	$100.00
Remove all stored items from all areas of the property.	$138.50
Numark – Process Service	$45.00
Legal Wings – Process Service	$44.50
AMOUNT DUE:	$2,720.02
Administrative Processing Fee:	$408.00
Sub-Total:	$3,128.02
Reinspection Fees (w/late fees):	$1,122.00
Civil Penalties:	$1,950.00
TOTAL AMOUNT DUE:	**$6,200.02**
Daily Civil Penalties – 418 days @ $500 a day (excluding civil penalty fees already assessed) December 18, 2008 to February 8, 2010	**$207,050.00**
MAXIMUM TOTAL:	**$213,250.02**
OWNER OF RECORD	WILLIE B. JAQUESS
PROPERTY ABATED:	1368 Pyramid Drive
ASSESSOR PARCEL:	139-30-514-037
LEGAL DESCRIPTION:	TWIN LAKES VILLAGE UNIT 4
	PLAT BOOK 4 PAGE 98
	LOT 51 BLOCK 19

DSS:ld

NDX, LLC
2926 Brooks Park Drive, Suite 400
N Las Vegas, NV 89030

Disclosure of Principals

The principals and partners of *NDX, LLC* and all persons and entities holding more than 1% interest in *NDX, LLC* or any principal of *NDX, LLC* are the following:

	Full Name	Business Address	Business Phone
1.	BRIAN NIELSON	2926 Brookspark Dr. Suite 400	
2.	702-438-7426	North Las Vegas, NV 89030	
3.			
4.	Lex Dutson	2926 Brookspark Dr. Suite 400	
5.	702-438-7426	North Las Vegas, NV 89030	
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.

NDX, LLC

By: Dawn Salazar

State of Nevada }
} ss:
County of Clark }

Subscribed and sworn to before me, a Notary Public, on this 6TH day of APRIL, 2009.

JUDY LYON
Notary Public State of Nevada
No. 98-3174-1
My appt. exp. July 1, 2010

Judy Lyon

Notary Public in and for Clark County, State of Nevada

Lunas Construction
4830 E Cartier Avenue
Las Vegas, NV 89115

Disclosure of Principals

The principals and partners of *Lunas Construction* and all persons and entities holding more than 1% interest in *Lunas Construction* or any principal of *Lunas Construction* are the following:

	Full Name	Business Address	Business Phone
1.	Manuel Madrigal	4830 E. Cartier Ave. LV, NV 89115	702-644-6840
2.	Rosa Madrigal	Same	Same
3.	Victor Madrigal	Same	Same
4.	Doberto Madrigal	Same	Same
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.

Lunas Construction

By: _____

State of Nevada }
} ss:
County of Clark }

Subscribed and sworn to before me, a Notary Public,
on this 20th day of August, 2009.

_____
Notary Public in and for Clark County,
State of Nevada

DIANA M. VARGAS
Notary Public, State of Nevada
Appointment No. 03-84300-1
My Appt. Expires Oct. 15, 2011

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

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

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

APRIL 21, 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, APRIL 21, 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 **1368 PYRAMID DRIVE – Case #70352.** The Director of Neighborhood Services certifies that the sum of **$6,200.02** was expended and Civil Penalties in the sum of **$207,050.00** may be imposed for a total of **$213,250.02.** Owner of record at time of abatement: **WILLIE B JAQUESS – WARD 5 (BARLOW)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

FM-0044-08-09

Printed with environmentally friendly soy ink.

City of Las Vegas
Neighborhood Services Department
Code Enforcement Case Report

Case # 70352

1368 PYRAMID DR - Map # 02322-19 Parcel 13930514037

Owner Information:

JAQUESS WILLIE B
1368 PYRAMID DR
LAS VEGAS, NV 89108-1133

Zoning Information: R-1(SINGLE FAMILY RESIDENTIAL)

Case Comments: Inop vehicle

Case Assigned To: Follow Up Inspection Date:

Date Case Opened: October 01, 2008 Ward: 5

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		
10/24/09	OPEN	All yard areas
Remove all refuse/waste		
AN-015: 9.12.030 STORED MATERIALS		
10/24/09	COMPLIED 02/03/10	All yard areas
Remove all stored items		
A-PERMIT REQ: PERMIT REQUIRED		
10/21/08	OPEN	FRONT YARD- WOOD SHADE STRUCTURE
REMOVE STRUCTURE		
A-REFUSE/WST: 9.04.010(4) REFUSE/WASTE		
10/21/08	OPEN	ALL YARD AREAS
REMOVE ALL REFUSE/WASTE		
A-STORAGE: STORAGE CODE		
10/21/08	OPEN	ALL YARD AREAS
REMOVE ALL STORED ITEMS		
A-VEHICLE: VEHICLE CODE		
10/21/08	COMPLIED 07/27/09	FRONT YARD- TRAILER ON DIRT
PARK TRAILER ON APPROVED SURFACE OR REMOVE PROVE OWNERSHIP & OPERABILITY OF VEHICLES		
A-WEEDS: WEEDS/GRASS CODE		
10/21/08	OPEN	SOUTH S/YARD- HIGH GRASS/WEEDS
TRIM ALL		
AZ-003F: 19.04.010 (5) VEH INOP STORAGE		
11/16/09	OPEN	driveway
Remove inoperable vehicle or place on property according to code. blue van		

Chronology of Events:

October 20, 2008 DIRECTIVE
19) This case has been reassigned to 34.

October 22, 2008 MISCELLANEOUS
34) 2 HOUSES- SAME OWNER & VIOLATIONS ON BOTH PROPERTIES (SEE CASE 70353). WILL BE CHECKING PROPERTIES & TAKING PHOTOS. WILL ALSO BE ASKING NEIGHBORS FOR PERMISSION TO ACCESS THEIR PROPERTY TO VIEW VIOLATIONS.

October 24, 2008 Insp#: INSPECTION
34) HAVE COBWEBS UNDER THEM. SOUTH S/YARD- HIGH WEEDS. SILVER BOX TRAILER NEXT TO D/WA ON DIRT. F/YARD, S/YARDS- TRASH, DEBRIS, WOOD, CHAIN LINK FENCING, CARPET, TIRES, CEMENT BLOCKS, AUTO PARTS, METALS, PLASTICS, BOXES, A/C UNIT, HOUSEHOLD ITEMS, ETC.

October 24, 2008 Insp#: INSPECTION
34) PHOTOS. SPOKE W/ OWNER'S SON JOE 648-5890. UP AGAINST FRONT OF HOUSE- SEVERAL WOOD PIECES, TREE CUTTINGS. IN FRONT OF HOUSE- ILLEGAL WOOD SHADE STRUCTURE W/ SCREENING, SEVERAL ITEMS UNDER IT. D/WAY- WHITE GMC PANEL TRUCK, BLUE DODGE VAN, BOTH VEH'S

October 29, 2008 MISCELLANEOUS
34) FIRE INSPECTOR BOB SHAVER NOT ABLE TO CHECK PROPERTY W/ ME UNTIL NEXT WEEK. HE'S VERY BUSY W/ NEW CONSTRUCTION INSPECTIONS. WILL SCHEDULE MEETING ON 11-4.

November 06, 2008 MISCELLANEOUS
34) WILL MEET W/ FIRE INSPECTOR BOB SHAVER AT PROPERTY ON 11-12.

November 10, 2008 MISCELLANEOUS
34) PHOTOS OF R/YARD TAKEN FROM METRO HELICOPTER. POOL EMPTY, BUT HAS SEVERAL ITEMS IN (METALS, PLASTICS, BUCKETS). SEVERAL ITEMS OF SAME TYPE STACKED UP AROUND R/YARD.

November 12, 2008 MEETING
34) MET W/ BOB SHAVER AT PROPERTY. HE STATED DEFINITE FIRE HAZARD & FIREFIGHTER SAFETY. WILL BE PROVIDING FIRE CODES THAT APPLY.

November 18, 2008 RESEARCH
34) CHECKED HANSEN & MAINFRAME- NO PERMITS FOUND.

November 19, 2008 Insp#: 743653

November 19, 2008 NOTICE AND ORDER REQUESTED
34) GAVE CASE TO 19 FOR N&O REVIEW.

November 24, 2008 REVIEW ACTIVITY
19) reviewed case and fowarded to 24

December 04, 2008 NOTICE AND ORDER ISSUED
LM) MAILED N&O AFTER RVW & OK OF #24 - TO JL FOR RECORDING & OFFICER #34 FOR POSTING. C/B 12-16-08.

December 08, 2008 MISCELLANEOUS
34) GIVEN REVISED N&O TO POST.

December 08, 2008 NOTICE AND ORDER POSTED
34) POSTED REVISED N&O, PHOTO. C/B 12-19.

December 08, 2008 NOTICE AND ORDER ISSUED
LM) REVISED N&O SENT; TO JL FOR RECORDING; TO #34 FOR POSTING - C/B 12/19

December 12, 2008 TELEPHONE CONVERSATION
34) RET CALL FROM OWNER SHIRLEY AYO 648-5890, LEFT MSG. SHE NEEDS TO PROVIDE ALTERNATE # SO THAT I CAN SPEAK W/ HER DURING THE DAY. SHE IS LEAVING MSG'S IN THE EVENING TO CALL HER BUT SHE'S AT WORK DURING THE DAY.

December 12, 2008 RECORD
JL) Recorded Revised Nuisance N&O dated December 8, 2008 at Clark County. Recorded in Book: 20081212 Inst 02987.

December 17, 2008 MISCELLANEOUS
SCANNED AND PLACED N&O RECORDED 12/12/08 IN FILE. ED

December 19, 2008 TELEPHONE CONVERSATION
34) RET CALL FROM OWNER SHIRLEY AYO ON HER CELL 250-1953, LEFT MSG TO CALL ME. NEED TIMEFRAME FOR COMPLIANCE TO PRESENT TO 24 FOR APPROVAL.

December 26, 2008 MISCELLANEOUS
CERTIFIED MAIL ADDRESSED TO: WILLIE B JAQUESS @ 1368 PYRAMID DR., LV - RETURNED: " RETURN T SENDER - UNCLAIMED - UNABLE TO FORWARD "

December 31, 2008 RESEARCH
34) CHECKED HANSEN- NO PERMIT FOUND FOR WOOD SHADE STRUCTURE IN F/YARD.

December 31, 2008 Insp#: INSPECTION
34) STILL SHADE STRUCTURE, STILL R/W, STILL STORED ITEMS, STILL INOP WHITE GMC PANEL TRUCK BLUE DODGE VAN ON D/WAY, STILL TRAILER ON DIRT IN F/YARD, STILL HIGH GRASS/WEEDS IN SOUTH S/YARD. PHOTOS. $120 FEE.

December 31, 2008 Insp#: 767612

January 05, 2009 MISCELLANEOUS
CERTIFIED MAIL ADDRESSED TO: WILLIE B JAQUESS @ 1368 PYRAMID DR., LV - RETURNED: " RETURN T SENDER - UNCLAIMED - UNABLE TO FORWARD "

January 06, 2009 MISCELLANEOUS
34) GAVE CASE TO 19. WE ARE PURSUING COURT ORDER. MEETING W/ CITY ATTORNEY ON 1-7.

January 06, 2009 Insp#: 934293

January 07, 2009 MEETING
34) MET W/ 19 & CITY ATTORNEY HEIDI ALMASE. HEIDI HAS CASE FILE.

January 08, 2009 EMAIL
34) SENT E-MAIL TO FIRE INSPECTOR BOB SHAVER ASKING TO DO AFFIDAVIT FROM 11-12-08 INSPECTI(

January 14, 2009 TELEPHONE CONVERSATION
34) RECEIVED CALL FROM SHIRLEY AYO 250-1953. STATED SHE APPEALED N&O TO GIVE HERSELF MOF TIME. ADVISED HER I HAVE NOT HEARD ANYTHING REGARDING APPEAL. SHE WILL CALL BACK TOMORROW W/ DATE APPEAL LETTER WAS SENT TO CITY CLERK. MAILED N&O FOR 1368 & 1400

January 14, 2009 TELEPHONE CONVERSATION
34) TO HER AT BOTH PROPERTIES. CITY ATTORNEY HAS CASE.

January 15, 2009 TELEPHONE CONVERSATION
34) RECEIVED CALL FROM SHIRLEY AYO. TOLD HER CITY CLERK DOES NOT HAVE HER APPEAL LETTER SHE STATED SHE MAILED THEM 12-11-08 & WILL FAX ME COPIES TOMORROW. TOLD HER I DON'T THINK WILL HELP, BUT FAX THEM ANYWAYS.

January 20, 2009 MISCELLANEOUS
34) CITY ATTORNEY HAS CASE FILE. C/B 1-27.

January 28, 2009 MISCELLANEOUS
34) CITY ATTORNEY HAS CASE FILE. C/B 2-4.

February 04, 2009 Insp#: INSPECTION
34) STILL SHADE STRUCTURE, STILL R/W, STILL STORED ITEMS, STILL INOP WHITE GMC PANEL TRUCK BLUE DODGE VAN ON D/WAY, STILL TRAILER ON DIRT IN F/YARD, STILL HIGH GRASS/WEEDS IN SOUTH S/YARD. PHOTOS. $180 + $150 FEE.

February 04, 2009 Insp#: 784281

February 06, 2009 MISCELLANEOUS
34) CITY ATTORNEY HAS CASE FILE. C/B 2-13.

February 06, 2009 MISCELLANEOUS
34) SIGNED AFFIDAVIT AT CITY ATTORNEY'S OFFICE.

February 17, 2009 MISCELLANEOUS
34) COURT CASE SET FOR 2-26 AT 14:30 IN MUNI 4. C/B 2-25.

March 03, 2009 STATUS CHECK
34) PATHWAYS OPENED UP AROUND PROPERTY, PHOTOS.

April 03, 2009 RESEARCH
34) REVIEWED ALL PERMIT INFO PROVIDED BY BLDG/SAFETY RECORDS. FOUND PERMIT 1261 FOR CARPORT, DATED 6-9-82.

April 09, 2009 STATUS CHECK
34) TOOK PHOTOS OF ALL VIOLATIONS FOR COURT TODAY.

April 15, 2009 MISCELLANEOUS
Ld) $45 PAID TO NUMARK (SERVED LEGAL PROCESS TO PROPERTY OWNER)

April 30, 2009 MISCELLANEOUS
34) Went over life safety complaints w/ city attorney, who will be submitting them today for judge to sign. Hearing will be set for remaining code violations.

May 11, 2009 MISCELLANEOUS
34) Judge's staff advised Heidi that he is reviewing case & will let her know when ready.

June 24, 2009 MISCELLANEOUS
19) Received Judges order, reviewing order and will move forward with setting up appt. with Contractors and Metro meet onsite for bids.

June 29, 2009 REVIEW ACTIVITY
19) reviewed bid request, file to LD

July 01, 2009 BID RECEIVED
Ld) RECEIVED BIDS (1) NDX $2,749 (2) CGI $4,304 (3) WEAVER $5,750

July 08, 2009 MISCELLANEOUS
Ld) PAID $44.50 TO LEGAL WINGS FOR PROCESS SERVICE & SENT INVOICE TO FINANCE

July 16, 2009 BID AWARDED
Ld) BID AWARDED TO NDX

July 22, 2009 PRE ABATEMENT VIDEO
19) Completed Pre-Video and Pictures of property. All violations remain, refuse/storage in front, side and rear property as per court order.

July 22, 2009 Insp#: 797745

July 27, 2009 POST ABATEMENT VIDEO
19) Completed Post-Video and Pictures of property. All violations removed as order specified, refuse/storage in fror and rear and side of property, hazardous structure on driveway removed and inoperable van/truck removed since it was impeding abatement.

July 27, 2009 Insp#: 868792

August 04, 2009 MISCELLANEOUS
Ld) PAID $2,749 TO NDX

October 13, 2009 Insp#: INSPECTION
19) Reinspected property due to hearing in Muni Ct. on 10/15 to address rest of storage. Pictures taken of storage on front of property. Some storage returning to areas that were clean. Inspection failed, fee's assessed.

October 15, 2009 COURT
34) Attended court w/ attorney Dan Still for 1368 & 1400 Pyramid. Per Judge Brown, owner will allow CLV onto bott properties to verify if violations still exist. This will take place on 11-2 at 9am. Next court date for status check is 11-16 at 2pm.

November 16, 2009 Insp#: 914898
30)11-16 observed blue van on driveway with no plate/vin number with spider webs,,notice posted,call back 11-26

January 06, 2010 Insp#: INSPECTION
34) Per Judge, took photos of property.

January 08, 2010 MEETING
34) Met w/ owner's son Joe. He started blue van, it runs.

January 13, 2010 COURT
34) Attended court w/ 19 & fire inspector Doug Downs for 1368 & 1400 Pyramid. Judge ordering City to clean up both properties & remove inoperable vehicle on 1400.

January 28, 2010 BID REQUEST SENT
created map & bid req - per #19 include contractors to meet w/#34 @ site on 1/29 & bids due same date. Work must begin on 2/3/2010

February 01, 2010 BID RECEIVED
RECEIVED BIDS (1/29)FRM LUNAS ($238); BLAST ($300) & AMERICAN DEMO ($900) - ENTERED INTO HANSEN

February 02, 2010 EMAIL SENT OR RECEIVED
E-MAIL TO D. SMITH FOR APPROVAL OF REQ#164030-CONF FM CONTRACTOR RECEIVE BY FAX TO STAI TOMORROW 2/3/2010

February 02, 2010 ADMINSTRATIVE
19) Received court order from City Attorney's Office. Moving forward with abatement.

February 03, 2010 PRE-ABATEMENT VIDEO
19) Pre-video and pictures completed. Violations of storage, refuse and waste remain in all yards.

February 03, 2010 POST-ABATEMENT VIDEO
19) Post video & pictures completed.

February 03, 2010 Insp#: 945715
34) Post video & pictures completed, all refuse, waste and storage have been removed. Case closed.

February 03, 2010 Insp#: 937547
19) Pre-video and pictures completed. Violations of storage, refuse and waste remain in all yards.

February 08, 2010 VIDEO REQUEST
received invoice, disposal compliance frm Lunas constr. requested After abatement video fm #19

February 08, 2010 EMAIL SENT OR RECEIVED
received e-mail from #19 advising that video was completed

February 09, 2010 ADMINSTRATIVE
paid invoice for LUNAS CONSTRUCTION in oracle - Rec. #269241

March 16, 2010 FEE ASSESSED OR WAIVED
td)Per Vicki Ozna---double billed abatement fee--removing $2838.50 and $425.78.

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
INSPECTION FEE	$120.00	U	01/29/2009	
$150 CIVIL PENALTY	$150.00	U	02/17/2009	
REINSPECTION FEE	$180.00	U	02/17/2009	
$300 CIVIL PENALTY	$300.00	U	08/04/2009	
REINSPECTION FEE	$180.00	U	08/04/2009	
$500 (A) CIVIL PENALTY 1ST	$500.00	U	12/01/2009	
REINSPECTION FEE	$180.00	U	12/01/2009	
RESIDENTIAL REINSPECTION FEE	$180.00	U	02/03/2010	
RECURRING RESIDENTIAL CIVIL PENALTY	$500.00	U	02/03/2010	
RECURRING RESIDENTIAL CIVIL PENALTY	$500.00	U	02/03/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	02/03/2010	
NUISANCE ABATEMENT FEE	$238.50	U	02/09/2010	
ADMINISTRATIVE	$35.78	U	02/09/2010	
NUISANCE ABATEMENT FEE	$44.50	U	02/09/2010	
ADMINISTRATIVE	$6.68	U	02/09/2010	
NUISANCE ABATEMENT FEE	$45.00	U	02/09/2010	
ADMINISTRATIVE	$6.75	U	02/09/2010	
NUISANCE ABATEMENT FEE	$2,392.02	U	02/09/2010	
ADMINISTRATIVE	$358.80	U	02/09/2010	

Total Amount Due: $6,098.03

APN 139-30-514-037
NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **WILLIE B. JAQUESS**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **139-30-514-037**
Commonly known as: **1368 Pyramid Drive**
Legal Description: **TWIN LAKES VILLAGE UNIT 4**
PLAT BOOK 4 PAGE 98
LOT 51 BLOCK 19

On **July 27, 2009 and February 8, 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 **$6,200.02** 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 **$207,050.00** were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **$213,250.02** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **April 21, 2010** ordered the above charges in the amount of **$213,250.02**, 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 April, 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 #70352

LAS VEGAS CITY COUNCIL

MAYOR
OSCAR B. GOODMAN

GARY REESE, WARD 3
(MAYOR PRO-TEM)
STEVE WOLFSON, WARD 2
LOIS TARKANIAN, WARD 1
STEVEN D. ROSS, WARD 6
RICKI Y. BARLOW, WARD 5
STAVROS S. ANTHONY, WARD 4

CITY MANAGER
ELIZABETH N. FRETWELL

NEIGHBORHOOD
SERVICES DEPARTMENT

DIRECTOR
STEPHEN K. HARSIN, AICP

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.2330
FAX 702.598-3938
TTY 702 386.3045
www.lasvegasnevada.gov

April 22, 2010

CASE #70352
Certified/Regular Mail
Return Receipt Requested

Willie B. Jaquess
1368 Pyramid Drive
Las Vegas, NV 89108-1133

RE: Notice of Abeyance - 1368 Pyramid Drive

Dear Property Owner:

At the City Council meeting held on April 21, 2010, Agenda Item #75 was held in abeyance and is now scheduled to be heard on June 2, 2010.

If you have any questions concerning this procedure, please contact the Neighborhood Response Division located in the Department of Neighborhood Services, by telephoning (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

DS:ld

ORIGINAL

BRADFORD R. JERBIC
City Attorney
Nevada Bar No. 1056
By: DANIEL A. STILL
Deputy City Attorney
Nevada Bar No. 5789
400 Stewart Avenue, Ninth Floor
Las Vegas, NV 89101
(702) 229-6629
Attorneys for CITY OF LAS VEGAS

FILED
A.M.
2:46 P.M.
Municipal Court

IN THE MUNICIPAL COURT OF THE CITY OF LAS VEGAS

IN THE COUNTY OF CLARK, STATE OF NEVADA

* * *

CITY OF LAS VEGAS, a Municipal Corporation,

Plaintiff,

vs.

WILLIE B. JAQUESS (Deceased) and SHIRLEY J. AYO, OWNERS OF 1368 PYRAMID DRIVE, LAS VEGAS, NEVADA 89108,

Defendants.

CASE NO. V1898
DEPT. NO. 4

JUDGMENT

This action came on for bench trial on January 13, 2010, before Judge Bert Brown, presiding and the issues having been duly heard, a decision having been rendered by the court in favor of the CITY and the Defendants having been notified that judgment may be entered in accordance with the Order as follows:

Plaintiff, CITY OF LAS VEGAS, hereby requests that judgment be granted against Defendants in said action for the sum of SIX THOUSAND ONE HUNDRED EIGHTY-SEVEN DOLLARS and 57/100 ($6,187.57) for abatement fees and costs incurred by the CITY in this abatement action as outlined in the Affidavit of Vicki R. Ozuna attached as **Exhibit A.**

. . . .

This Judgment is for a debt just due and owing to Plaintiff arising from its fees and costs associated with abatement of the substantial nuisance activity at 1368 Pyramid Drive, Las Vegas, Nevada, between November, 2008 and February, 2010.

IT IS ORDERED that the CITY is awarded a judgment against the Defendants in the amount of $6,187.57.

IT IS FURTHER ORDERED that statutory interest shall accrue thereon from the date of the Order until paid in full.

IT IS FURTHER ORDERED that the CITY may record a lien of assessment against 1368 Pyramid Drive as authorized under LVMC 9.04 et. seq. without going before the City Council.

IT IS FURTHER ORDERED that the CITY may enforce this Judgment by any other means authorized by law.

Dated this 3rd day of April, 2010.

MUNICIPAL COURT JUDGE

Submitted by:

BRADFORD R. JERBIC
City Attorney

By: _____
DANIEL A. STILL
Deputy City Attorney
Nevada Bar No. 5789
400 Stewart Avenue, Ninth Floor
Las Vegas, NV 89101
Attorneys for CITY OF LAS VEGAS

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of the Judgment made and entered on the above entitled action.

MUNICIPAL COURT CLERK

Las Vegas City Attorney
400 E. Stewart Ave., 9th Floor
Las Vegas, Nevada 89101
702-229-6629

EXHIBIT A

AFFIDAVIT OF VICKI R. OZUNA

STATE OF NEVADA)

) SS

COUNTY OF CLARK)

1. I, Vicki R. Ozuna, being first duly sworn, deposes and states:

2. That I am employed as a Sr. Code Enforcement Officer employed by the City of Las Vegas, and has been so employed for the past 15 years.

3. That the code enforcement division of the City of Las Vegas' Neighborhood Services Department has been to the property located at 1368 Pyramid Drive ("Subject Property") and conducted nine (9) inspections between November 19, 1008, and February 3, 2010. All inspections except one that was a "partial pass" failed showing substantial code violations demonstrated at trial.

4. That in its Order dated February 2, 2010 ("Order") the Court authorized the City to issue a lien against the subject property in the amount of $4,874.28 for abatement expenses incurred to clean up the property.

5. That the Court Order also authorized the City to submit additional abatement costs for inspections, clean up and administrative costs at the Subject Property after January 29, 2010.

6. That the City incurred an additional $1,313.29 in inspection, clean up and administrative costs at the Subject Property. The spreadsheet of charges accrued is attached hereto as **Exhibit A**. The spreadsheet summarizes all charges against the Subject Property during this enforcement action.

7. That the total amount of the Judgment the City requests in this case is $6,187.57.

8. That the City will also record a lien of assessment in the amount of $6,187.57

. . . .

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. . . .

. . . .

against the Subject Property. In addition, the City may pursue additional legal remedies as authorized to collect the total amount owing.

FURTHER, YOUR AFFIANT SAYETH NAUGHT.

Dated this 9 day of April, 2010.

Vicki K Ozuna

AFFIANT

Subscribed and Sworn to Before Me
this 9th day of April, 2010.

Carolyn Marinello

NOTARY PUBLIC in and for said
County and State

CAROLYN MARINELLO
Notary Public State of Nevada
No. 94-0918-1
My appt. exp. March 10, 2012

EXHIBIT A

Spreadsheet of charges accrued since December 31, 2008
1368 Pyramid Drive – WARD 5, Barlow

Inspections	Date	Fees	Late Fee	Civil Penalties per failed inspection	Accruing Total	Daily Civil Penalties are triggered 10 days after the Notice and Order was issued. The calculations begin on the 11th day and continue until the abatement is completed.
Costs Associated with 1st Abatement						
1st inspection	11-19-08	N/C				Initial Assessment
2nd inspection	12-31-08	$120	$12		$132	Failed
3rd inspection	02-04-09	$180	$18	$150	$480	Failed
4th inspection – 1st Pre-Abatement	07-22-09	$180	$18	$300	$978	Failed
5th inspection- 1st- Post Abatement	07-27-09	Contractor/ Admin. Costs $2841.30			3819.30	*Partial Pass
6th inspection	11-16-09	$180	$18	$500	$4517.30	Failed
Costs Associated with 2nd Abatement						
7th inspection	01-06-10	$180	$18	$500	$5215.30	Failed
8th inspection - 2nd Pre-Abatement	02-03-10	$180	$18	$500	$5913.30	Failed
9th inspection – 2nd Post - Abatement	02-03-10	Contractor/ Admin Costs $274.27			$6187.57	Passed
TOTAL					$6187.57	

*A partial pass recognizes that the property owner was making some progress with correcting the violations.

ABATEMENT	Breakdown	Date	Cost	Comments
1st Abatement Amount				
	NDX, LLC - Per Judges Order deducted $356.98 from cost of abatement, adjusted to $2,392.02 from $2,749.00	07-27-09	$2,392.02	
	Numark – Process Service	02-17-09	$45.00	
	Legal Wings – Process Service	06-12-09	$44.50	
	Administrative Fees		$359.78	
Abatement TOTAL		07-27-09	$2,841.30	

ABATEMENT	Breakdown	Date	Cost	Comments
2nd Abatement Amount		**02-08-10**		
	Lunas Construction		$238.50	
	Administrative Fees		$35.77	
Abatement TOT Al		02-08-10	$274.27	

City of Las Vegas Agenda Item No.: **45.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 2, 2010

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

SUBJECT:
Public Hearing to consider the report of expenses to recover costs for abatement of nuisance located at 1400 Pyramid Drive in the amount of $9,144.19 (General Fund) and assess a maximum of $211,050 in daily civil penalties. PROPERTY OWNERS: WILLIE B JAQUESS AND SHIRLEY J AYO - Ward 5 (Barlow) [NOTE: Municipal Court Judgment amends abatement amount to $9,072.19.]

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $9,144.19
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 NDX, LLC to remove all trash and debris including combustible waste matter, combustible fibers, combustible liquids from all ingress and egress areas of property and six months later hired Blast Janitorial Services to remove all trash, debris, and stored items from all areas of property. To date, there have been eleven (11) inspections conducted at this location. The estimated value of the property based on Zillow.com is $117,500.

RECOMMENDATION:
That the City Council: Approve the amended report of expenses for a total of $9,072.19 and consider assessing a maximum of $211,050 in daily civil penalties.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Maps
3. Report of Expenses
4. Contractor Disclosure
5. Notice of Public Hearing
6. Chronological List of Events
7. Copy of the Notice and Claim of Lien
8. Rescheduled Hearing Notification
9. Municipal Court Judgment

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JUNE 2, 2010
DEPARTMENT: Neighborhood Services
ITEM DESCRIPTION: ABEYANCE ITEM: Public Hearing to consider the report of expenses to recover costs for abatement of nuisance located at 1400 Pyramid Drive in the amount of $9,144.19 (General Fund) and assess a maximum of $211,050 in daily civil penalties. PROPERTY OWNERS: WILLIE B JAQUESS AND SHIRLEY J AYO – Ward 5 (Barlow) [NOTE: Municipal Court Judgment dated April 3, 2010 amends abatement amount to $9,072.19.]

This agenda item was abeyed from the April 21, 2010 due to was still in Municipal Court. A judgment was made in favor of the city of Las Vegas and amended the abatement fees to $9,072.29 on April 3, 2010.

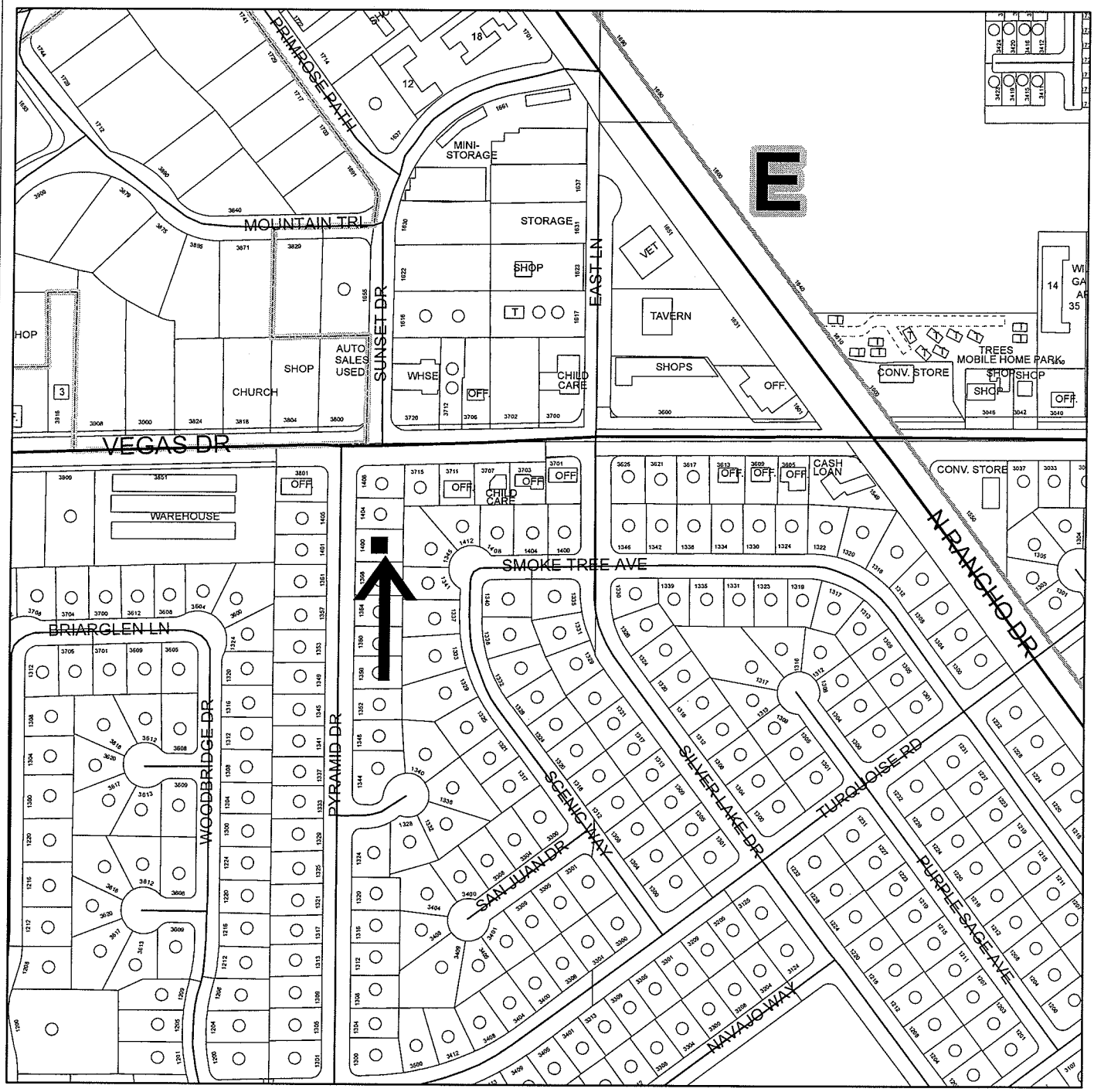
NDX, LLC completed work on July 27, 2009 at a cost of $3,449 and Blast Janitorial Services completed work on February 18, 2010 at a cost of $550; $1,518 in reinspection fees (w/late fees); $2,950 in civil penalties; plus a 15% administrative fee for a total of $9,144.19.

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.

1400 PYRAMID DRIVE
CROSS STREETS - RANCHO//VEGAS

City of Las Vegas Vicinity Map



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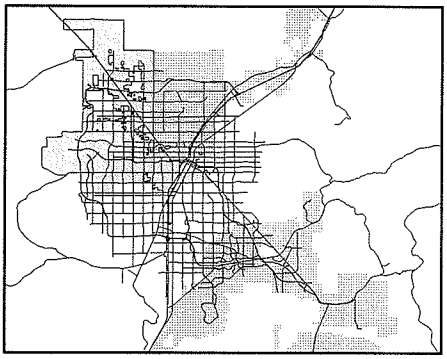
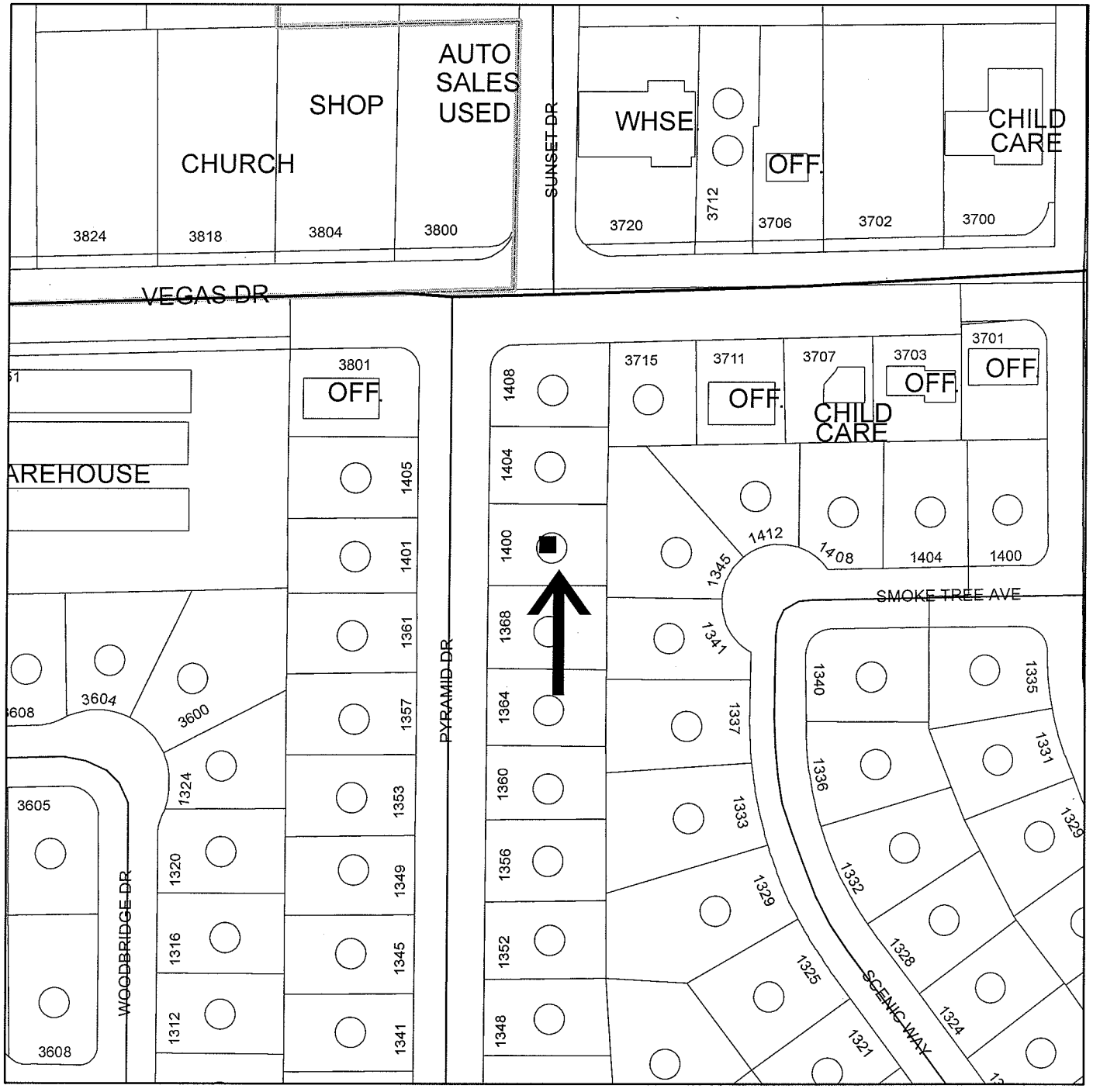


GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

1400 PYRAMID DRIVE
CROSS STREETS - RANCHO//VEGAS

City of Las Vegas Vicinity Map



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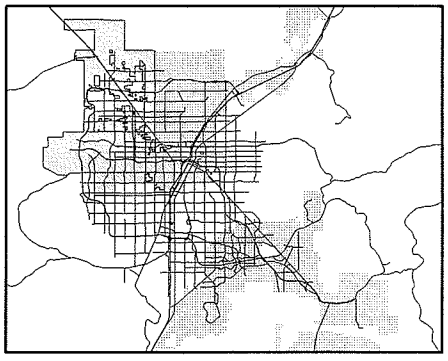
0 70 140 280 Feet



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: March 26, 2010

Re: Report of Expenses for the abatement of nuisance located at 1400 Pyramid Drive - Ward 5 (Barlow)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance," the Department of Neighborhood Services caused the above-referenced property to be corrected by removing all trash and debris including combustible waste matter, combustible fibers, and combustible liquids from all ingress and egress areas of property, removing all trash and debris, and removing all stored items from all areas of the property. The abatements were completed by NDX, LLC on July 27, 2009 at a cost of $3,449.00 and Blast Janitorial Services on February 18, 2010 at a cost of $550.00, which was accepted by the Department of Neighborhood Services.

Contract Amount Breakdown:	
Remove all trash and debris including combustible waste matter, combustible fibers, and combustible liquids from all ingress and egress areas of property.	$3,449.00
Remove all trash and debris from all areas of the property.	$275.00
Remove all stored items from all areas of the property.	$275.00
Numark – Process Service	$45.00
Legal Wings – Process Service	22.25
AMOUNT DUE:	$4,066.25
Administrative Processing Fee:	$609.94
Sub-Total:	$4,676.19
Reinspection Fees (w/late fees):	$1,518.00
Civil Penalties:	$2,950.00
TOTAL AMOUNT DUE:	**$9,144.19**
Daily Civil Penalties – 428 days @ $500 a day (excluding civil penalty fees already assessed) December 18, 2008 to February 18, 2010	**$211,050.00**
MAXIMUM TOTAL:	**$220,194.19**
OWNER OF RECORD	WILLIE B. JAQUESS
	SHIRLEY J. AYO
PROPERTY ABATED:	1400 Pyramid Drive
ASSESSOR PARCEL:	139-30-514-038
LEGAL DESCRIPTION:	TWIN LAKES VILLAGE UNIT 4
	PLAT BOOK 4 PAGE 98
	LOT 52 BLOCK 19

DSS:ld

NDX, LLC
2926 Brooks Park Drive, Suite 400
N Las Vegas, NV 89030

Disclosure of Principals

The principals and partners of *NDX, LLC* and all persons and entities holding more than 1% interest in *NDX, LLC* or any principal of *NDX, LLC* are the following:

	Full Name	Business Address	Business Phone
1.	BRIAN NIELSON	2926 Brookspark Dr. Suite 400	
2.	702-438-7426	North Las Vegas, NV 89030	
3.			
4.	Lex Dutson	2926 Brookspark Dr. Suite 400	
5.	702-438-7426	North Las Vegas, NV 89030	
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.

NDX, LLC

By: Dawn Salazar

State of Nevada }
} ss:
County of Clark }

Subscribed and sworn to before me, a Notary Public, on this 6TH day of APRIL, 2009.

JUDY LYON
Notary Public State of Nevada
No. 98-3174-1
My appt. exp. July 1, 2010

Judy Lyon

Notary Public in and for Clark County, State of Nevada

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 19 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

APRIL 21, 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, APRIL 21, 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 **1400 PYRAMID DRIVE – Case #70353.** The Director of Neighborhood Services certifies that the sum of **$9,144.19** was expended and Civil Penalties in the sum of **$211,050.00** may be imposed for a total of **$220,194.19.** Owner of record at time of abatement: **WILLIE B JAQUESS – WARD 5 (BARLOW)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

FM-0044-08-09

Printed with environmentally friendly soy ink.

City of Las Vegas
Neighborhood Services Department
Code Enforcement Case Report

Case # 70353

1400 PYRAMID DR - Map # 02322-19 Parcel 13930514038

Owner Information:

JAQUESS WILLIE B
1400 PYRAMID DR
LAS VEGAS, NV 89108-1133

Zoning Information: R-1(SINGLE FAMILY RESIDENTIAL)

Case Comments: Outside storage

Case Assigned To: Follow Up Inspection Date:

Date Case Opened: October 01, 2008 Ward: 5

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		
10/24/09	OPEN	All yard areas
Remove all refuse/waste		
AN-015: 9.12.030 STORED MATERIALS		
10/24/09	COMPLIED 02/04/10	All yard areas
Remove all stored items		
A-PERMIT REQ: PERMIT REQUIRED		
10/21/08	OPEN	R/YARD- 2 METAL SHEDS
OBTAIN PERMITS OR REMOVE		
REMOVE FENCING		
A-REFUSE/WST: 9.04.010(4) REFUSE/WASTE		
10/21/08	OPEN	ALL YARD AREAS
REMOVE ALL REFUSE/WASTE		
A-STORAGE: STORAGE CODE		
10/21/08	OPEN	ALL YARD AREAS
REMOVE ALL STORED ITEMS		
A-VEHICLE: VEHICLE CODE		
10/21/08	OPEN	NEXT TO DRIVEWAY ON CONCRETE RUNNERS
PARK VEHICLE ON APPROVED SURFACE. PROVE OWNERSHIP & OPERABILITY OF VEHICLE		
PROVE OWNERSHIP & OPERABILITY OF VEHICLE		
REMOVE VEHICLE FROM JACKS. PROVE OWNERSHIP & OPERABILITY		
AZ-003I: 19.04.010(6B) VEH INOP 90 DAY		
10/24/09	OPEN	
Prove ownership/operability of all vehicles		

Chronology of Events:

October 20, 2008 DIRECTIVE
19) This case has been reassigned to 34.

October 22, 2008 MISCELLANEOUS

34) 2 HOUSES- SAME OWNER & VIOLATIONS ON BOTH PROPERTIES (SEE CASE 70352). WILL BE CHECKING PROPERTIES & TAKING PHOTOS. WILL ALSO BE ASKING NEIGHBORS FOR PERMISSION TO ACCESS THEIR PROPERTY TO VIEW VIOLATIONS.

October 24, 2008 Insp#: INSPECTION

34) LINK FENCING INSTALLED ALONG NORTH SIDE. R/YARD FULL OF METALS, PLASTICS, BUCKETS, AUT PARTS, CONTAINERS, FENCING, TRASH, DEBRIS. D/WAY- BROWN FORD THUNDERBIRD, GRAY CHEVY PICKUP ON JACKS. GREEN/WHITE DODGE TRUCK ON CONCRETE RUNNERS.

October 24, 2008 Insp#: INSPECTION

34) PHOTOS. SPOKE W/ OWNER'S SON JOE 648-5890. F/YARD, S/YARDS- WOOD, TREE CUTTINGS, CEMENT BLOCKS, DOORS, TABLES, REFRIGERATOR, WASHER, METALS, PLASTICS, AUTO PARTS, HOUSEHOLD ITEMS. VIEWED R/YARD FROM ADJACENT PROPERTY- 2 METAL SHEDS, DAMAGED CHAIN

October 29, 2008 MISCELLANEOUS

34) FIRE INSPECTOR BOB SHAVER NOT ABLE TO CHECK PROPERTY W/ ME UNTIL NEXT WEEK. HE'S VERY BUSY W/ NEW CONSTRUCTION INSPECTIONS. WILL SCHEDULE MEETING ON 11-4.

November 06, 2008 MISCELLANEOUS

34) WILL MEET W/ FIRE INSPECTOR BOB SHAVER AT PROPERTY ON 11-12.

November 10, 2008 MISCELLANEOUS

34) PHOTOS OF R/YARD TAKEN FROM METRO HELICOPTER.

November 12, 2008 MEETING

34) MET W/ BOB SHAVER AT PROPERTY. HE STATED DEFINITE FIRE HAZARD & FIREFIGHTER SAFETY. WILL BE PROVIDING FIRE CODES THAT APPLY.

November 18, 2008 RESEARCH

34) CHECKED HANSEN & MAINFRAME- NO PERMITS FOUND.

November 19, 2008 NOTICE AND ORDER REQUESTED

34) GAVE CASE TO 19 FOR N&O REVIEW.

November 19, 2008 Insp#: 743659

November 24, 2008 REVIEW ACTIVITY

19) Reviewed case and fowarded case to 24

December 04, 2008 NOTICE AND ORDER ISSUED

LM) MAILED N&O AFTER RVW & OK OF #24 - TO JL FOR RECORDING & OFFICER #34 FOR POSTING. C/B 12-16-08.

December 08, 2008 MISCELLANEOUS

34) GIVEN REVISED N&O TO POST.

December 08, 2008 NOTICE AND ORDER POSTED

34) POSTED REVISED N&O, PHOTO. C/B 12-19.

December 08, 2008 NOTICE AND ORDER ISSUED

LM) REVISED N&O SENT; TO JL FOR RECORDING; TO #34 FOR POSTING - C/B 12/19

December 12, 2008 TELEPHONE CONVERSATION

34) RET CALL FROM OWNER SHIRLEY AYO 648-5890, LEFT MSG. SHE NEEDS TO PROVIDE ALTERNATE # SO THAT I CAN SPEAK W/ HER DURING THE DAY. SHE IS LEAVING MSG'S IN THE EVENING TO CALL HER BUT SHE'S AT WORK DURING THE DAY.

December 12, 2008 RECORD

JL) Recorded Revised Nuisance N&O dated December 8, 2008 at Clark County. Recorded in Book: 20081212 Inst 02988.

December 17, 2008 MISCELLANEOUS

SCANNED AND PLACED N&O RECORDED 12/12/08 IN FILE. ED

December 19, 2008 TELEPHONE CONVERSATION

34) RET CALL FROM OWNER SHIRLEY AYO ON HER CELL 250-1953, LEFT MSG TO CALL ME. NEED TIMEFRAME FOR COMPLIANCE TO PRESENT TO 24 FOR APPROVAL.

December 31, 2008 RESEARCH

34) CHECKED HANSEN- NO PERMITS FOUND FOR METAL SHEDS OR CHAIN LINK FENCE IN R/YARD.

December 31, 2008 Insp#: INSPECTION

34) STILL R/W, STILL STORED ITEMS, GREEN/WHITE DODGE TRUCK STILL NOT ON APPROVED SURFACE GRAY CHEVY TRUCK REMOVED FROM JACKS BUT STILL INOP, STILL INOP BROWN FORD THUNDERBIRD ON D/WAY, STILL 2 SHEDS & CHAIN LINK FENCE IN R/YARD. PHOTOS. $120 FEE.

December 31, 2008 Insp#: 767629

January 06, 2009 MISCELLANEOUS
34) GAVE CASE TO 19. WE ARE PURSUING COURT ORDER. MEETING W/ CITY ATTORNEY ON 1-7.

January 07, 2009 MEETING
34) MET W/ 19 & CITY ATTORNEY HEIDI ALMASE. HEIDI HAS CASE FILE.

January 08, 2009 EMAIL
34) SENT E-MAIL TO FIRE INSPECTOR BOB SHAVER ASKING TO DO AFFIDAVIT FROM 11-12-08 INSPECTI(

January 14, 2009 TELEPHONE CONVERSATION
34) RECEIVED CALL FROM SHIRLEY AYO 250-1953. STATED SHE APPEALED N&O TO GIVE HERSELF MOF TIME. ADVISED HER I HAVE NOT HEARD ANYTHING REGARDING APPEAL. SHE WILL CALL BACK TOMORROW W/ DATE APPEAL LETTER WAS SENT TO CITY CLERK. MAILED N&O FOR 1368 & 1400

January 14, 2009 TELEPHONE CONVERSATION
34) TO HER AT BOTH PROPERTIES. CITY ATTORNEY HAS CASE.

January 15, 2009 TELEPHONE CONVERSATION
34) RECEIVED CALL FROM SHIRLEY AYO. TOLD HER CITY CLERK DOES NOT HAVE HER APPEAL LETTER SHE STATED SHE MAILED THEM 12-11-08 & WILL FAX ME COPIES TOMORROW. TOLD HER I DON'T THINK WILL HELP, BUT FAX THEM ANYWAYS.

January 20, 2009 MISCELLANEOUS
34) CITY ATTORNEY HAS CASE FILE. C/B 1-27.

January 28, 2009 MISCELLANEOUS
34) CITY ATTORNEY HAS CASE FILE. C/B 2-4.

February 04, 2009 Insp#: INSPECTION
34) STILL R/W, STILL STORED ITEMS, GREEN/WHITE DODGE TRUCK STILL NOT ON APPROVED SURFACE GRAY CHEVY TRUCK REMOVED FROM JACKS BUT STILL INOP, STILL INOP BROWN FORD THUNDERBIRI ON D/WAY, STILL 2 SHEDS & CHAIN LINK FENCE IN R/YARD. PHOTOS. $180 + $150 FEE.

February 04, 2009 Insp#: 784302

February 06, 2009 MISCELLANEOUS
34) CITY ATTORNEY HAS CASE FILE. C/B 2-13.

February 06, 2009 MISCELLANEOUS
34) SIGNED AFFIDAVIT AT CITY ATTORNEY'S OFFICE.

February 17, 2009 MISCELLANEOUS
34) COURT CASE SET FOR 2-26 AT 14:30 IN MUNI 4. C/B 2-25.

March 03, 2009 STATUS CHECK
34) PATHWAYS OPENED UP AROUND PROPERTY. CHAIN LINK FENCE REMOVED FROM NORTH SIDE OF R/YARD. FORD TRUCK REMOVED. PHOTOS.

April 03, 2009 RESEARCH
34) REVIEWED ALL PERMIT INFO PROVIDED BY BLDG/SAFETY RECORDS. NO SHED PERMITS FOUND.

April 09, 2009 STATUS CHECK
34) TOOK PHOTOS OF ALL VIOLATIONS FOR COURT TODAY.

April 15, 2009 MISCELLANEOUS
Ld) $45 PAID TO NUMARK (SERVED LEGAL PROCESS TO PROPERTY OWNER)

April 30, 2009 MISCELLANEOUS
34) Went over life safety complaints w/ city attorney, who will be submitting them today for judge to sign. Hearing will be set for remaining code violations.

May 11, 2009 MISCELLANEOUS
34) Judge's staff advised Heidi that he is reviewing case & will let her know when ready.

June 24, 2009 MISCELLANEOUS
19) Received Judges order, reviewing order and will move forward with setting up appt. with Contractors and Metro meet onsite for bids.

June 29, 2009 MISCELLANEOUS
19) Reviewed bid request, file to LD to move forward on bids.

July 01, 2009 BID RECEIVED
Ld) RECEIVED BIDS (1) NDX $3,449 (2) WEAVER $5,255 (3) CGI $5,634

July 08, 2009 MISCELLANEOUS
Ld) PAID $22.25 TO LEGAL WINGS FOR PROCESS SERVICE & SENT INVOICE TO FINANCE

July 16, 2009 BID AWARDED
Ld) BID AWARDED TO NDX

July 22, 2009 PRE ABATEMENT VIDEO
19) Completed Pre-Video and Pictures of property. All violations remain, refuse/storage from front, side and rear property.
July 22, 2009 Insp#: 797744

July 27, 2009 POST ABATEMENT VIDEO
19) Completed Post-Video and Pictures of property. All violations removed as order specified, refuse/storage in fro and rear and side of property as per court order.
July 27, 2009 Insp#: 868794

August 04, 2009 MISCELLANEOUS
Ld) $3,449 PAID TO NDX

October 13, 2009 Insp#: 903294
19) Reinspected property due to hearing in Muni Ct. on 10/15 to address rest of storage. Pictures taken of storage on front of property. Some storage returning to areas that were clean. Inspection failed, fee's assessed.
October 13, 2009 Insp#: INSPECTION
19) Reinspected property due to hearing in Muni Ct. on 10/15 to address rest of storage. Pictures taken of storage on front of property. Some storage returning to areas that were clean. Inspection failed, fee's assessed.
October 14, 2009 Insp#: 903300
19) Checked property and found outside storage, refuse accumilating on front and side yards of property again. Pictures taken, owner refuses to allow us access to the rear yard.
October 15, 2009 Insp#: 905385
34) Went to adjacent property, took photos of refuse/waste & outside storage in rear yard. $180 + $500 fee.

October 15, 2009 COURT
34) Attended court w/ attorney Dan Still for 1368 & 1400 Pyramid. Per Judge Brown, owner will allow CLV onto bot properties to verify if violations still exist. This will take place on 11-2 at 9am. Next court date for status check is 11-16 at 2pm.
January 06, 2010 Insp#: INSPECTION
34) Per Judge, took photos of property.

January 06, 2010 Insp#: 906033

January 08, 2010 MEETING
34) Met w/ owner's son Joe. Vehicle cover removed from gray truck. Joe started truck, it runs. Unable to start brow Thunderbird. Told him I'd stop back later to check again.
January 08, 2010 MEETING
34) Went back to property. Joe tried starting Thunderbird again, but unable to. He stated vehicle will either be running or removed by 1-11. Gave him my card & told him to call me w/ update.
January 12, 2010 Insp#: INSPECTION
34) Brown Thunderbird still on driveway. No calls received.

January 13, 2010 COURT
34) Attended court w/ 19 & fire inspector Doug Downs for 1368 & 1400 Pyramid. Judge ordering City to clean up both properties & remove inoperable vehicle on 1400.
January 28, 2010 BID REQUEST SENT
created map & bid req - per #19 include contractors to meet w/#34 @ site on 1/29 & bids due same date. Work must begin on 2/3/2010
February 01, 2010 BID RECEIVED
RECEIVED BIDS (1/29)FRM BLAST ($550); LUNAS ($556.50) & AMERICAN DEMO ($1500) - ENTERED INTO HANSEN
February 02, 2010 EMAIL SENT OR RECEIVED
E-MAIL TO D. SMITH FOR APPROVAL OF REQ#164031-CONF FM CONTRACTOR RECEIVE BY PHONE TO START TOMORROW 2/3/2010

February 02, 2010 ADMINSTRATIVE

19) Received court order from City Attorney's Office. Moving forward with abatement.

February 03, 2010 PRE-ABATEMENT VIDEO

19) Pre-video and pictures completed. Violations of storage, refuse and waste remain in all yards.

February 03, 2010 Insp#: 937521

19) Pre-video and pictures completed. Violations of storage, refuse and waste remain in all yards.

February 04, 2010 Insp#: 945719

34) Post video & pictures completed, all refuse, waste, and storage have been removed. Case is closed.

February 08, 2010 EMAIL SENT OR RECEIVED

received e-mail from #19 advising that video was completed

February 22, 2010 ADMINSTRATIVE

RECEIVED INVOICE & PAPERWORK FM CONTRACTOR-SUBMITTED INTO ORACLE FOR PYMT. REC #2699 ($550-BLAST JANITORIAL)

March 18, 2010 REVIEW

19) Reviewed this case for issues with fee's. All issues corrected and case is approved to be processed for City Council. Fee information and costs sent to City Attorney Dan Still to process update for court. Pictures completed and included in file. I did not contact Mrs. Ayo but did send a letter advising costs that need to be paid before going to council.

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
INSPECTION FEE	$120.00	U	01/29/2009	
$150 CIVIL PENALTY	$150.00	U	02/17/2009	
REINSPECTION FEE	$180.00	U	02/17/2009	
$300 CIVIL PENALTY	$300.00	U	08/04/2009	
REINSPECTION FEE	$180.00	U	08/04/2009	
ADMIN FEE	$527.44	U	08/17/2009	
ABATEMENT COST	$3,516.25	U	08/17/2009	
REINSPECTION LATE FEE	$18.00	U	09/30/2009	
REINSPECTION LATE FEE	$18.00	U	09/30/2009	
INSPECTION LATE FEE	$12.00	U	09/30/2009	
REINSPECTION FEE	$180.00	U	10/15/2009	
$500 (A) CIVIL PENALTY 1ST	$500.00	U	10/15/2009	
REINSPECTION LATE FEE	$18.00	U	10/15/2009	
REINSPECTION FEE	$180.00	U	11/02/2009	
$500 (A) CIVIL PENALTY 1ST	$500.00	U	11/02/2009	
REINSPECTION FEE	$180.00	U	11/02/2009	
$500 (A) CIVIL PENALTY 1ST	$500.00	U	11/02/2009	
$500 (A) CIVIL PENALTY 1ST	$500.00	U	01/19/2010	
REINSPECTION FEE	$180.00	U	01/19/2010	
RECURRING RESIDENTIAL CIVIL PENALTY	$500.00	U	02/03/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	02/03/2010	
VACANT/ABAND/DANG BLDG ABATE FEE	$550.00	U	02/22/2010	
ADMINISTRATIVE	$82.50	U	02/22/2010	

Total Amount Due: $9,072.19

APN 139-30-514-038
NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **WILLIE B. JAQUESS and SHIRLEY J. AYO**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **139-30-514-038**
Commonly known as: **1400 Pyramid Drive**
Legal Description: **TWIN LAKES VILLAGE UNIT 4**
PLAT BOOK 4 PAGE 98
LOT 52 BLOCK 19

On **July 27, 2009 and February 18, 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 **$9,144.19** 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 **$211,050.00** were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **$220,194.19** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **April 21, 2010** ordered the above charges in the amount of **$220,194.19**, 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 April, 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 #70353

LAS VEGAS CITY COUNCIL

MAYOR
OSCAR B. GOODMAN

GARY REESE, WARD 3
(MAYOR PRO-TEM)
STEVE WOLFSON, WARD 2
LOIS TARKANIAN, WARD 1
STEVEN D. ROSS, WARD 6
RICKI Y. BARLOW, WARD 5
STAVROS S. ANTHONY, WARD 4

CITY MANAGER
ELIZABETH N. FRETWELL

NEIGHBORHOOD
SERVICES DEPARTMENT

DIRECTOR
STEPHEN K. HARSIN, AICP

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.2330
FAX 702.598-3938
TTY 702 386.3045
www.lasvegasnevada.gov

April 22, 2010

CASE #70353
Certified/Regular Mail
Return Receipt Requested

Willie B. Jaquess
Shirley J. Ayo
1400 Pyramid Drive
Las Vegas, NV 89108-1133

RE: Notice of Abeyance - 1400 Pyramid Drive

Dear Property Owner:

At the City Council meeting held on April 21, 2010, Agenda Item # 76 was held in abeyance and is now scheduled to be heard on June 2, 2010.

If you have any questions concerning this procedure, please contact the Neighborhood Response Division located in the Department of Neighborhood Services, by telephoning (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

DS:ld

ORIGINAL

BRADFORD R. JERBIC
City Attorney
Nevada Bar No. 1056
By: DANIEL A. STILL
Deputy City Attorney
Nevada Bar No. 5789
400 Stewart Avenue, Ninth Floor
Las Vegas, NV 89101
(702) 229-6629
Attorneys for CITY OF LAS VEGAS

FILED
246 A.M.
53 P.M.
NTONS
Municipal Court

IN THE MUNICIPAL COURT OF THE CITY OF LAS VEGAS

IN THE COUNTY OF CLARK, STATE OF NEVADA

* * *

CITY OF LAS VEGAS, a Municipal Corporation,

Plaintiff,

vs.

WILLIE B. JAQUESS (Deceased) and SHIRLEY J. AYO, OWNERS OF 1400 PYRAMID DRIVE, LAS VEGAS, NEVADA 89108,

Defendant.

CASE NO. V1897
DEPT. NO. 4

JUDGMENT

This action came on for bench trial on January 13, 2010, before Judge Bert Brown, presiding and the issues having been duly heard, a decision having been rendered by the court in favor of the CITY and the Defendants having been notified that judgment may be entered in accordance with the Order as follows:

Plaintiff, CITY OF LAS VEGAS, hereby requests that judgment be granted against Defendants in said action for the sum of NINE THOUSAND ONE HUNDRED EIGHT DOLLARS and 19/100 (~~$9,108.19~~) for abatement fees and costs incurred by the CITY in this abatement action as outlined in the Affidavit of Vicki R. Ozuna attached as **Exhibit A.**

9,072.19

. . . .

. . . .

This Judgment is for a debt just due and owing to Plaintiff arising from its abatement of the substantial nuisance activity at 1400 Pyramid Drive, Las Vegas, Nevada, between November, 2008 and February, 2010.

IT IS ORDERED that the CITY is awarded a judgment against the Defendants in the amount of ~~$9,108.19.~~ 9,072.19

IT IS FURTHER ORDERED that statutory interest shall accrue thereon from the date of the Order until paid in full.

IT IS FURTHER ORDERED that the CITY may record a lien of assessment against 1400 Pyramid Drive as authorized under LVMC 9.04 et. seq. without going before the City Council.

IT IS FURTHER ORDERED that the CITY may enforce this Judgment by any other means authorized by law.

Dated this 3rd day of April, 2010.

MUNICIPAL COURT JUDGE

Submitted by:

BRADFORD R. JERBIC
City Attorney

By: _____
DANIEL A. STILL
Deputy City Attorney
Nevada Bar No. 5789
400 Stewart Avenue, Ninth Floor
Las Vegas, NV 89101
Attorneys for CITY OF LAS VEGAS

I HEREBY CERTIFY that this is a full, true and correct copy of the Judgment made and entered on the above entitled action.

MUNICIPAL COURT CLERK

EXHIBIT A

AFFIDAVIT OF VICKI R. OZUNA

STATE OF NEVADA)

) SS

COUNTY OF CLARK)

1. I, Vicki R. Ozuna, being first duly sworn, deposes and states:

2. That I am employed as a Sr. Code Enforcement Officer employed by the City of Las Vegas, and has been so employed for the past 15 years.

3. That the code enforcement division of the City of Las Vegas' Neighborhood Services Department has been to the property located at 1400 Pyramid Drive ("Subject Property") and conducted eleven (11) inspections between November 19, 1008, and February 3, 2010. All inspections failed showing substantial code violations demonstrated at trial.

4. That in its Order dated February 2, 2010 ("Order") the Court authorized the City to issue a lien against the subject property in the amount of $7,079.69 for abatement expenses incurred to clean up the property.

5. That the Court Order also authorized the City to submit additional abatement costs for inspections, clean up and administrative costs at the Subject Property after January 29, 2010.

6. That the City incurred an additional $2,028.50 in inspection, clean up and administrative costs at the Subject Property. The spreadsheet of charges accrued is attached hereto as **Exhibit A.** The spreadsheet summarizes all charges against the Subject Property during this enforcement action.

7. That the total amount of the Judgment the City requests in this case is $9,108.19.

8. That the City will also record a lien of assessment in the amount of $9,108.19

. . . .

. . . .

. . . .

. . . .

against the Subject Property. In addition, the City may pursue additional legal remedies as authorized to collect the total amount owing.

FURTHER, YOUR AFFIANT SAYETH NAUGHT.

Dated this 9 day of April, 2010.

AFFIANT

Subscribed and Sworn to Before Me
this 9th day of April, 2010.

NOTARY PUBLIC in and for said
County and State

CAROLYN MARINELLO
Notary Public State of Nevada
No. 94-0918-1
My appt. exp. March 10, 2012

EXHIBIT A

Spreadsheet of charges accrued since December 31, 2008
1400 Pyramid Drive – WARD 5, Barlow

Inspections	Date	Fees	Late Fee	Civil Penalties per failed inspection	Accruing Total	Daily Civil Penalties are triggered 10 days after the Notice and Order was issued. The calculations begin on the 11th day and continue until the abatement is completed.
Costs Associated with 1st Abatement						
1st inspection	11-19-08	N/C				Initial Assessment
2nd inspection	12-31-08	$120	$12		$132	Failed
3rd inspection	02-04-09	$180	$18	$150	$480	Failed
4th inspection - 1st Pre-Abatement	07-22-09	$180	$18	$300	$978	Failed
5th inspection – 1st Post Abatement	07-27-09	Contractor/ Admin. Costs $4043.69			$5021.69	*Partial Pass
6th inspection	10-13-09	$180	$18	$500	$5719.69	Failed
7th inspection	10-14-09	$180		$500	$6399.69	Failed
8th inspection	10-15-09	$180		$500	**$7079.69**	Failed
Costs Associated with 2nd Abatement						
9th inspection	01-06-10	$180	$18	$500	$698.00	Failed
10th inspection – 2nd Pre-Abatement	02-03-10	$180	$18	$500	$1396.00	Failed
11th inspection – 2nd Post-Abatement	02-04-10	Contractor/ Admin Costs $632.50			**$2028.50**	Passed
TOTAL					$9108.19	

*A partial pass recognizes that the property owner was making some progress with correcting the violations.

ABATEMENT	Breakdown	Date	Cost	Comments
1st Abatement Amount				
	NDX, LLC	07-27-09	$3,449.00	
	Numark – Process Service	02-17-09	$45.00	
	Legal Wings – Process Service	06-12-09	$22.25	
	Administrative Fees		$527.44	
Abatement TOTAL		07-27-09	$4,043.69	

ABATEMENT	Breakdown	Date	Cost	Comments
2nd Abatement Amount		**02-18-10**		
	Blast Janitorial Services		$550.00	
	Administrative Fees		$82.50	
Abatement TOTAL		02-18-10	$632.50	

Notification Schedule

Notification	Mailer Type	Date	Status	Comments
Notice & Order	Letter	12/8/08		Sent certified & regular mail
Notice & Order	Posted	12/8/08		Posted on site
Notice & Order	Recorded	12/12/08		Clark County
Telephone		12/12/08		34) Returned call from owner Shirley Ayo 648-5890, left message. She needs to provide alternate numbers so that I can speak with her during the day. She is leaving messages in the evening to call her, but she's at work during the day
Telephone		1/14/09		34) Received call from Shirley Ayo 250-1953, stated she appealed N&O to give herself more time. I advised her I have not heard anything regarding appeal. She will call back tomorrow with date appeal letter was sent to city clerk
Telephone		1/15/09		34) Received call from Shirley Ayo, told her city clerk does not have her appeal letters. She stated shed mailed them 12/11/08 & will fax me copies tomorrow. I told her I don't think it will help, but fax them anyway

City of Las Vegas Agenda Item No.: **46.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JUNE 2, 2010

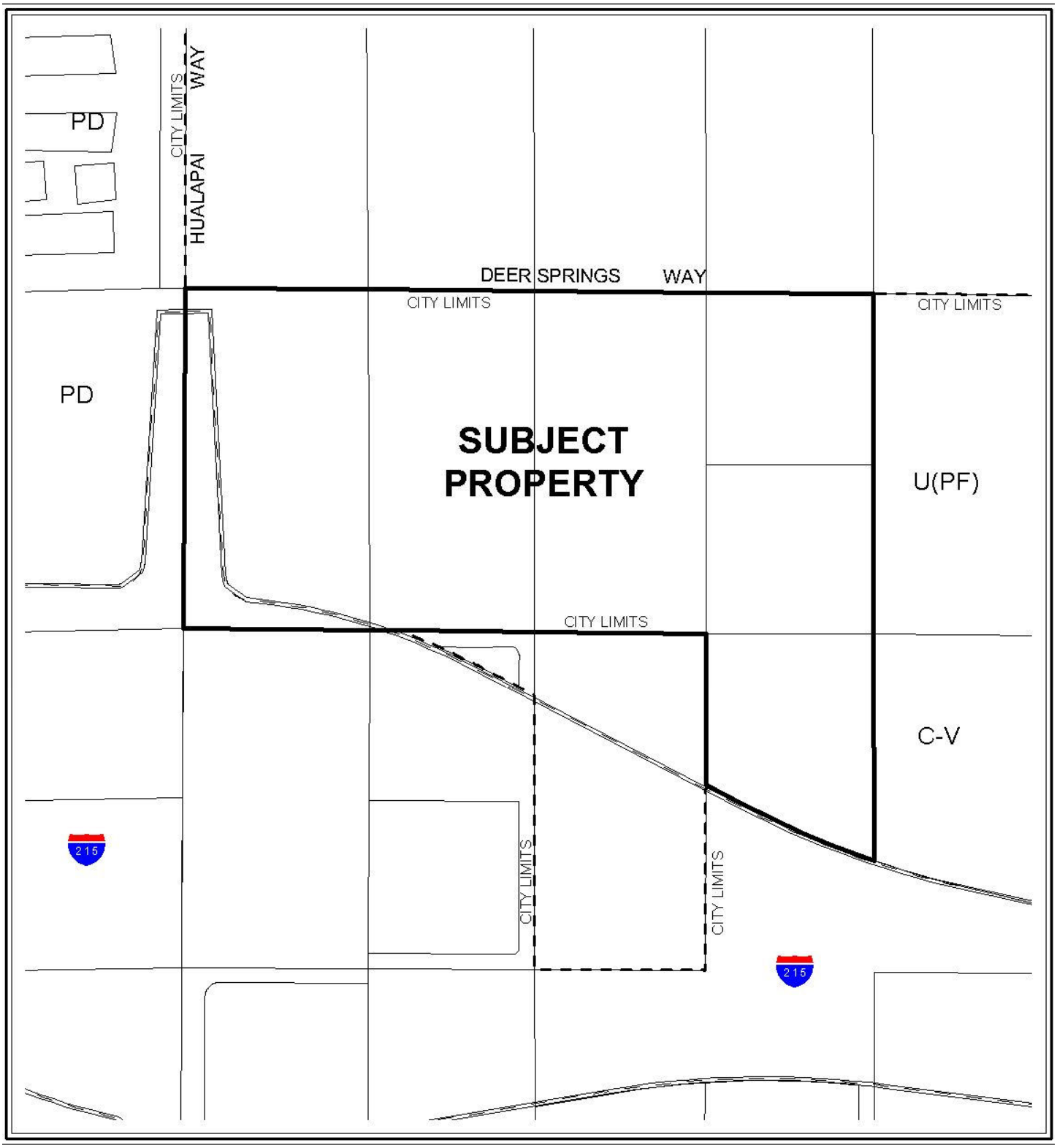
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☒ **Consent** ☐ **Discussion**

SUBJECT:
EOT-37926 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT: KR LAND COMPANY, LLC - OWNER: NEVADA COMMERCE BANK, ETAL - Request for an Extension of Time of a previously approved Site Development Plan Review (SDR-25760) FOR A PROPOSED 205,000 SQUARE-FOOT RETAIL DEVELOPMENT on 23.62 acres at the southeast corner of Hualapai Way and Deer Springs Way (APNs 125-19-301-001 through 005 and 013), PD (Planned Development) 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. City Council Approval Letter for SDR-25760
6. Justification Letter



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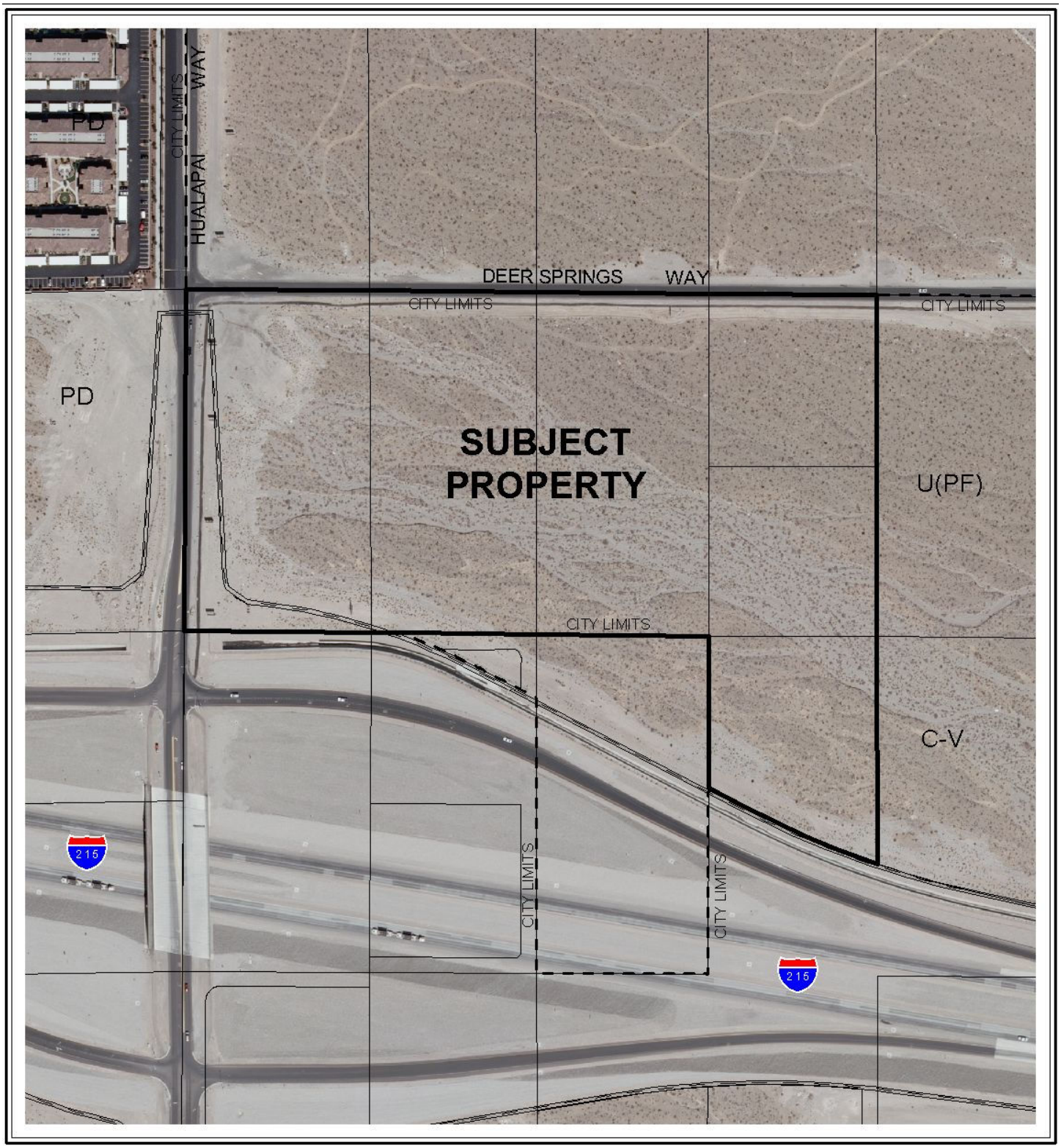
CASE: **EOT-37926**

ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)

N



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CASE: **EOT-37926**

ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JUNE 2, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: KR LAND COMPANY, LLC - OWNER: NEVADA COMMERCE BANK, ET AL

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-37926	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

EOT-37926 CONDITIONS

Planning and Development

1. This Site Development Plan Review (SDR-25760) shall expire on April 16, 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-25760) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is currently undeveloped land with a previously approved Site Development Plan Review (SDR-25760) for a proposed 205,000 square-foot retail development located at the southeast corner of Hualapai Way and Deer Springs Way. No plans have been submitted for review nor have any building permits been issued for the proposed project. There has been a new entitlement in the surrounding area for a 19-lot single family development to the north. The applicant is requesting an Extension of Time due to the current economic conditions in the Las Vegas area. Staff has no objection to the request and recommends approval. If denied, the Site Development Plan Review (SDR-25760) would be allowed to expire.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
02/07/07	The City Council approved a request for a Petition to Annex (ANX-12215) an area consisting of approximately 253.5 acres, generally located on the north and south sides of I-215 between Shaumber Road and Fort Apache Road with an effective date of 02/16/07. The Planning Commission recommended approval on 07/13/06.
06/06/07	The City Council approved a request to amend a portion of the Centennial Hills Sector Plan of the Master Plan (GPA-20465) from R (Rural Density Residential) to PCD (Planned Community Development) on 23.3 acres at the southeast corner of Hualapai Way and Deer Springs Way. The Planning Commission recommended denial on 04/26/07.
04/16/08	The City Council approved a request for Rezoning (ZON-25758) from U (Undeveloped) [PCD (Planned Community Development) General Plan Designation] to PD (Planned Development) on 23.62 acres at the southeast corner of Hualapai Way and Deer Springs Way. The Planning Commission recommended approval on 03/13/08.
	The City Council approved a related request for Petition to Vacate (VAC-25759) portions of U.S. Government Patent Easements generally located east of Hualapai Way and south of Deer Springs Way.
	The City Council approved a related request for a Site Development Plan Review (SDR-25760) for a proposed 205,000 square-foot Retail Development.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
06/04/08	The City Council approved a request for a Review of Condition (ROC-28132) to remove Condition B of a previously approved Site Development Plan Review (SDR-25760), which required the master development plan and design standards submitted 1/29/08 on 23.62 acres at the southeast corner of Hualapai Way and deer Springs Way.
06/26/08	The City Council approved a request for a Petition to Vacate (VAC-28087) U.S. Government Patent Easements generally located approximately 940 feet from the southeast corner of Deer Springs Way and Hualapai Way. The Planning Commission recommended approval on 06/26/08.
04/23/09	The Planning and Development Department administratively approved a request for an Extension of Time (EOT-33656) of a previously approved Vacation (VAC-25759) that vacated portions of U.S. Government Patent Easements generally located east of Hualapai Way and south of Deer Springs Way.
	The Planning and Development Department administratively approved a related request for an Extension of Time (EOT-33657) of a previously approved Vacation (VAC-28087) that vacate U.S. Government Patent Easements generally located approximately 940 feet from the southeast corner of Deer Springs Way and Hualapai Way.
05/27/10	The Planning and Development Department is scheduled to hear a request for an Extension of Time (EOT-37923) of a previously approved Petition to Vacate (VAC-28087) U.S. Government Patent Easements generally located approximately 940 feet from the southeast corner of Deer Springs Way and Hualapai Way.
	The Planning and Development Department is scheduled to hear a related request for an Extension of Time (EOT-37924) of a previously approved Petition to Vacate (VAC-25759) U.S. Government Patent Easements generally located east of Hualapai Way and south of Deer Springs Way.

Related Building Permits/Business Licenses	
09/24/08	A building permit (124155) was issued for a temporary subdivision directional sign at 6756 N. Hualapai Way.
11/25/09	A building permit (152022) was issued for a temporary subdivision directional sign at 6756 N. Hualapai Way.

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	
04/18/10	Staff conducted a field check of the subject site with the following observations: • There was a small amount of trash scattered on the property, in addition to two subdivision directional signs. • A mobile caterer was set up on the property along the road (was not there the following day).

Details of Application Request	
Site Area	
Gross Acres	23.62

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped Land-Proposed Retail Development	PCD (Planned Community Development)	PD (Planned Development)
North	Undeveloped Land-Clark County	RL (Residential Low)-Clark County	R-E Rural Estates Residential)- Clark County
South	Right-of-Way (ROW)	Right-of-Way (ROW)	Right-of-Way (ROW)
East	Undeveloped Land	PF (Public Facility)	U (Undeveloped) [PF (Public Facility) General Plan Designation]
West	Undeveloped Land	PCD (Planned Community Development)	PD (Planned Development)

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			
PCD (Planned Community Development) 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

ANALYSIS

This is the first request for an Extension of Time of a previously approved Site Development Plan Review (SDR-25760) for a proposed 205,000 square-foot retail development at the southeast corner of Hualapai Way and Deer Springs Way. No plans have been submitted for review nor have any building permits been issued for the proposed project. Staff conducted a field check of the subject site and found a small amount of trash on the property and a mobile caterer parked along the street. Staff rechecked the site the following day and the mobile catering truck was not there. There has been a new entitlement to the north for a 19-lot single family development; the proposed project is still compatible with the surrounding area.

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 has not met the requirements outlined in Title 19.18.050 to exercise the entitlement as no building permits have yet to be issued. The applicant is requesting an Extension of Time due to the current economic conditions in the Las Vegas area. 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-25760) shall be required.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

DS

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-37926** APN: 125-19-301-002

Name of Property Owner: N W Commercial 3069, LLC

Name of Applicant: K R Land Company, LLC

Name of Representative: Quadrant Planning

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: Andrew Menlove

Subscribed and sworn before me

This 15 day of Mar., 2010

Morgan Rake

Notary Public in and for said County and State

MORGAN RAKE
Notary Public, State of Nevada
Appointment No. 06-108680-1
My Appt. Expires Aug 3, 2010

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-37926** APN: 125-19-301-004 and 005

Name of Property Owner: S W Commercial 3068, LLC

Name of Applicant: K R Land Company, LLC

Name of Representative: Quadrant Planning

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: ANDREW MENLOVE

Subscribed and sworn before me

This 15 day of March, 2010

Morgan Rake

Notary Public in and for said County and State

MORGAN RAKE
Notary Public, State of Nevada
Appointment No. 06-108680-1
My Appt. Expires Aug 3, 2010

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: EOT-37926 APN: 125-19-301-003

Name of Property Owner: Nevada Commerce Bank

Name of Applicant: K R Land Company, LLC

Name of Representative: Quadrant Planning

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: JEFF MCHOLL

Subscribed and sworn before me

This 8th day of APRIL, 2010

Cora J. Friedl

Notary Public in and for said County and State

CORA J. FRIEDL
Notary Public State of Nevada
No. 07-3147-1
My appt. exp. May 15, 2011

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: EOT-37926 APN: 125-19-301-019

Name of Property Owner: Brain Surgery, LLC

Name of Applicant: K R Land Company, LLC

Name of Representative: Quadrant Planning

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: John A. Ritter

CJC

Subscribed and sworn before me

This 24 day of March, 2010

_____

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
KELLY HERMANSON
Appt. No. 03-79991-1
My Appt. Expires Feb. 5, 2011

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: EOT-37926 APN: 125-19-301-001

Name of Property Owner: K R Land Company, LLC

Name of Applicant: K R Land Company, LLC

Name of Representative: Quadrant Planning

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: John A. Ritter CJC

Subscribed and sworn before me

This 24 day of March, 2010

Kelly Hermanson

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
KELLY HERMANSON
Appt. No. 03-79991-1
My Appt. Expires Feb. 5, 2011

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time

Project Address (Location) Hualapai/215

Project Name Providence Square **Proposed Use** _____

Assessor's Parcel #(s) 125-19-301-002 **Ward #** 6

General Plan: existing PCD proposed _____ **Zoning:** existing PD proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information SDR-25760

PROPERTY OWNER N W Commercial 3069, LLC **Contact** Andrew Menlove

Address 1291 Galleria Drive #220 **Phone:** 739-9090 **Fax:** 739-7735

City Henderson **State** NV **Zip** 89014

E-mail Address _____

APPLICANT KR Land Company, LLC **Contact** Calvin Champlin

Address 3455 Cliff Shadows Pkwy #220 **Phone:** (702) 242-4949 **Fax:** (702) 242-0414

City Las Vegas **State** NV **Zip** 89129

E-mail Address _____

REPRESENTATIVE Quadrant Planning **Contact** Chris Dingell

Address 3455 Cliff Shadows Pkwy #220 **Phone:** (702) 242-4949 **Fax:** (702) 242-0414

City Las Vegas **State** NV **Zip** 89129

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 Andrew Menlove

Subscribed and sworn before me

This 15 day of March, 20 10.

Morgan Rake

Notary Public in and for ~~said County and State~~

MORGAN RAKE
Notary Public, State of Nevada
Appointment No. 06-108680-1
My Appt. Expires Aug 3, 2010

FOR DEPARTMENT USE ONLY

Case #	EOT-37926
Meeting Date:	CC 6/2/10
Total Fee:	$300
Date Received:*	4/12/10
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

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time

Project Address (Location) Hualapai/215

Project Name Providence Square **Proposed Use**

Assessor's Parcel #(s) 125-19-301-004 and 005 **Ward #** 6

General Plan: existing PCD proposed **Zoning:** existing PD proposed

Commercial Square Footage **Floor Area Ratio**

Gross Acres **Lots/Units** **Density**

Additional Information ~~VAC-25759~~ SDR-25760

PROPERTY OWNER S W Commercial 3068, LLC **Contact** Andrew Menlove

Address 1291 Galleria Dr, #220 **Phone:** 739-9090 **Fax:** 739-7735

City Henderson **State** NV **Zip** 89014

E-mail Address

APPLICANT K R Land Company, LLC **Contact** Calvin Champlin

Address 3455 Cliff Shadows Pkwy #220 **Phone:** (702) 242-4949 **Fax:** (702) 242-0414

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E-mail Address

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City Las Vegas **State** NV **Zip** 89129

E-mail Address

Property Owner Signature* A Menlove

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Print Name ANDREW MENLOVE

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This 15 day of March, 20 10.

Morgan Rake

Notary Public in and for said County and State

MORGAN RAKE
Notary Public, State of Nevada
Appointment No. 06-108680-1
My Appt. Expires Aug 3, 2010

Revised 10/27/08

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Case #	EOT-37926
Meeting Date:	6/2/10
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PLANNING & DEVELOPMENT
CITY OF LAS VEGAS
DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time

Project Address (Location) Hualapai/215

Project Name Providence Square **Proposed Use** _____

Assessor's Parcel #(s) 125-19-301-003 **Ward #** 6

General Plan: existing PCD proposed _____ **Zoning:** existing PD proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information SDR-25760

PROPERTY OWNER Nevada Commerce Bank **Contact** JEFF NICHOLL

Address 6795 EDMOND ST. STE 160 **Phone:** 257-7777 **Fax:** 507-2976

City LAS VEGAS **State** NV **Zip** 89118

E-mail Address JEFF.NICHOLL@NCBNV.COM

APPLICANT K R Land Company, LLC **Contact** Calvin Champlin

Address 3455 Cliff Shadows Pkwy #220 **Phone:** (702) 242-4949 **Fax:** (702) 242-0414

City Las Vegas **State** NV **Zip** 89129

E-mail Address _____

REPRESENTATIVE Quadrant Planning **Contact** Chris Dingell

Address 3455 Cliff Shadows Pkwy **Phone:** (702) 424-4949 **Fax:** (702) 242-0414

City Las Vegas **State** NV **Zip** 89129

E-mail Address _____

Property Owner Signature* _____

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Print Name JEFF NICHOLL

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This 8th day of APRIL, 20 10.

Cora J. Friedl

Notary Public in and for said County and State

CORA J. FRIEDL
Notary Public State of Nevada
No. 07-3147-1
My appt. exp. May 15, 2011

Revised 10/27/08

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PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time

Project Address (Location) Hualapai/215

Project Name Providence Square **Proposed Use** _____

Assessor's Parcel #(s) 125-19-301-019 **Ward #** 6

General Plan: existing PCD proposed _____ **Zoning:** existing PD proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information SDR-25760

PROPERTY OWNER Brain Surgery, LLC **Contact** Darrin Badger

Address 3455 Cliff Shadows Pkwy #220 **Phone:** (702) 242-4949 **Fax:** (702) 242-0414

City Las Vegas **State** NV **Zip** 89129

E-mail Address _____

APPLICANT KR Land Company, LLC **Contact** Calvin Champlin

Address 3455 Cliff Shadows Pkwy #220 **Phone:** (702) 242-4949 **Fax:** (702) 242-0414

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E-mail Address _____

Property Owner Signature* _____

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Print Name John A. Ritter

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Kelly Hermanson

Notary Public in and for said County and State

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STATE OF NEVADA
County of Clark
KELLY HERMANSON
Appt. No. 03-79991-1
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Revised 10/27/08

FOR DEPARTMENT USE ONLY

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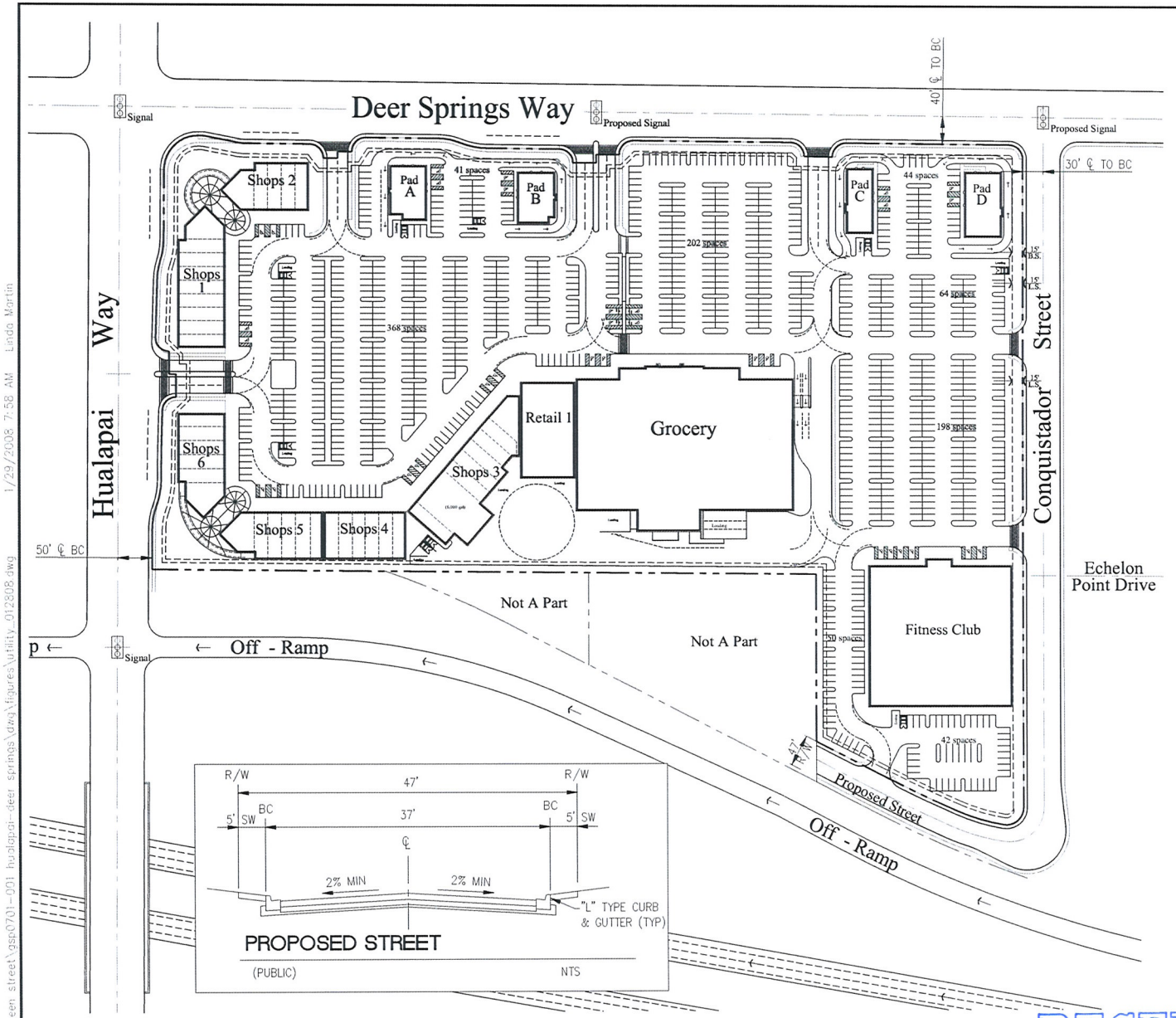

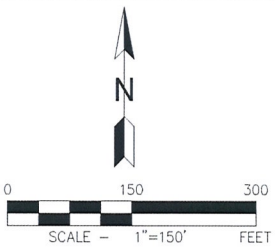

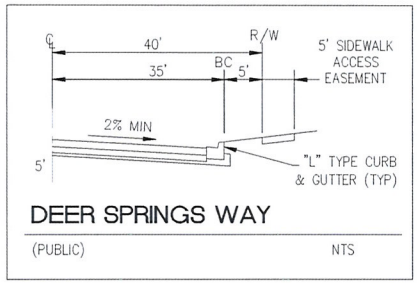

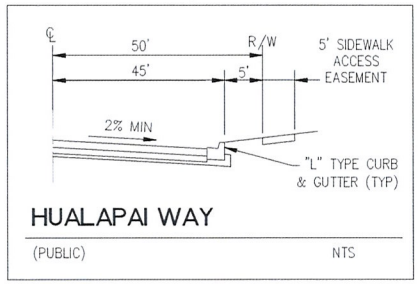

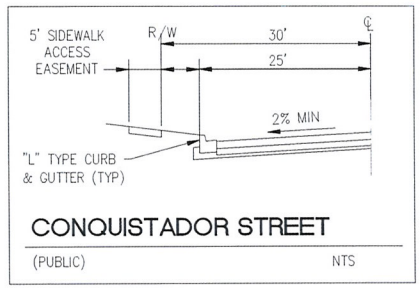

SLATER HANIFAN GROUP
CONSULTING ENGINEERS & PLANNERS
5740 S. ARVILLE STREET #216, LAS VEGAS, NV 89118

NO.	DESCRIPTION	DATE	BY	APP.

GREENSTREET PROPERTIES
PROVIDENCE SQUARE
RIGHT OF WAY EXHIBIT

DATE: 01/29/08
DRAFTER: WTP
DESIGNER: WTP
CHECKED: WTP
PROJECT NO. GSP0701.001

1
SHEET 1 OF 1

s:\green street\gsp0701-001 hualapai- deer springs\dwg\figures\utility_012808.dwg 1/29/2008 7:58 AM Linda Martin

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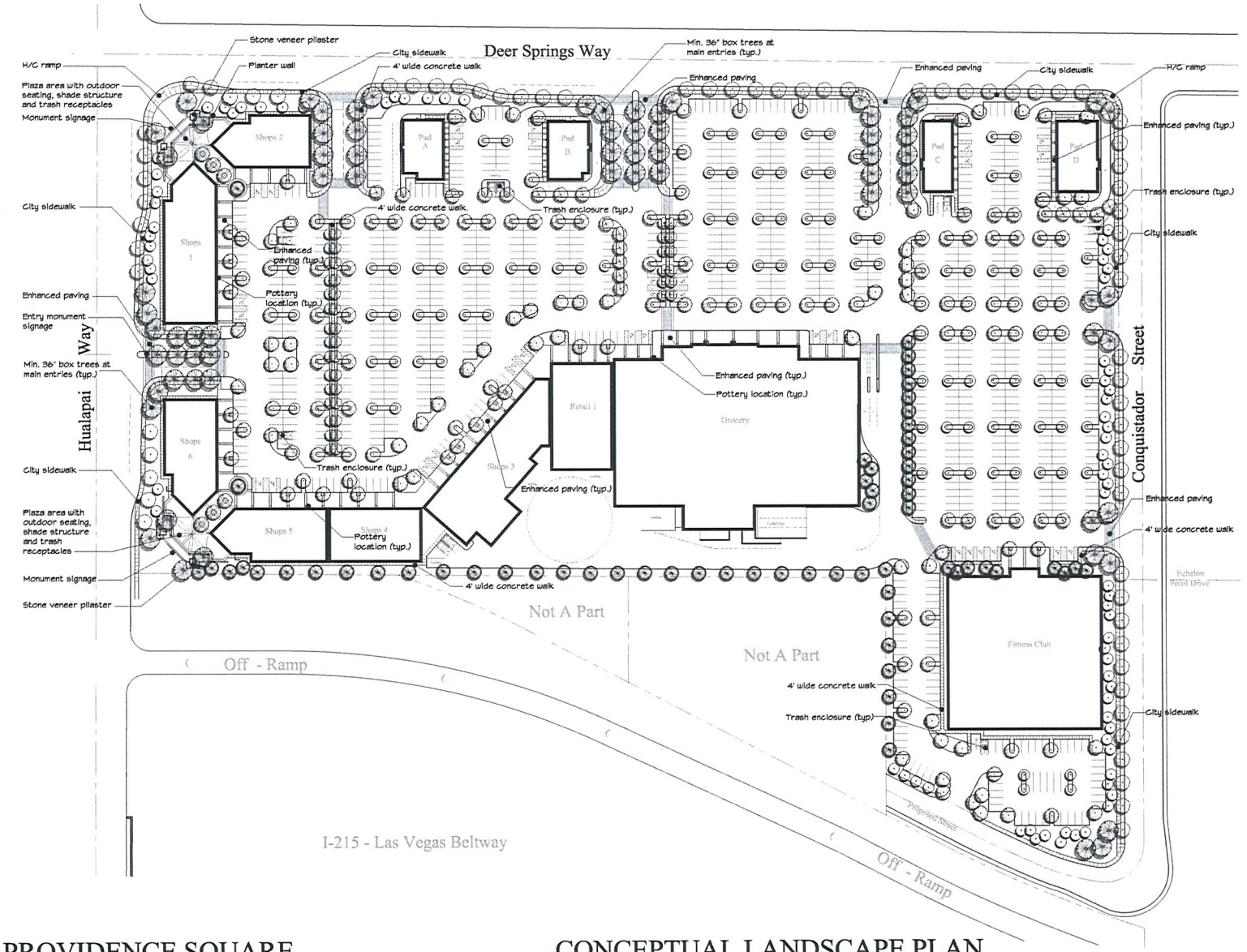
EOT-37926



PLANT LEGEND

TREES SUCH AS -

Symbol	Botanical Name - Common Name	Size (Unless Noted)
	Cercidium floridum - Blue Palo Verde	24" box
	Chitalpa tashkentensis - Chitalpa	24" box
	Olea 'Swan Hill' - Fruitless Olive	36" box
	Pinus elderica - Mondel Pine	24" box
	Prosopis glandulosa - Texas Honey Mesquite	24" box
	Ulmus parvifolia - Evergreen Elm 'Allee'	24" box

SHRUBS SUCH AS -

Symbol	Botanical Name - Common Name	Size (Unless Noted)
Not Shown	Buxus microphylla - Japanese Boxwood	5 gal.
	Cotoneaster glaucophyllus - Grey Leaf Cotoneaster	5 gal.
	Dalea frutescens - Black Dalea	5 gal.
	Euonymus hybrida - Euonymus	5 gal.
	Leucophyllum sp. - Heavenly Cloud Sage	5 gal.
	Ligustrum sp. - Privet	5 gal.
	Photinia fraseri - Fraser's Photinia	5 gal.
	Rephiolepis indica - Indian Hawthorne	5 gal.
	Xylosma congesta 'compacta' - Xylosma	5 gal.

ACCENTS/GRASSES/VINES SUCH AS -

Symbol	Botanical Name - Common Name	Size
Not Shown	Dasylirion wheeleri - Desert Spoon	5 gal.
	Dietes sp. - Fortnight Lily	5 gal.
	Hesperaloe parviflora - Red Yucca	5 gal.
	Muhlenbergia capillaris - Regal Mist Deer Grass	5 gal.
	Muhlenbergia lindheimeri - Autumn glow Deer Grass	5 gal.
	Muhlenbergia rigens - Deer Grass	

GROUNDCOVER SUCH AS -

Symbol	Botanical Name - Common Name	Size
Not Shown	Acacia redolens - Low Boy Desert Carpet	1 gal.
	Baccharis 'Centennial' - Centennial Baccharis	1 gal.
	Dalea capitata 'Sierra Gold' - Sierra Gold Dalea	1 gal.
	Lantana 'New Gold' - New Gold Lantana	1 gal.
	Rosmarinus officinalis 'Prostratus' - Trailing Rosemary	1 gal.

Not Shown — Rock Mulch to cover all shrub areas, this is to include areas of cobble material. Size, specification and location of the various sized material to be provided on the Construction Documents.

PARKING LOT TREE CALCULATIONS

NUMBER OF PARKING SPACES : 1009

NUMBER OF TREES REQUIRED : 168.2
(1 TREE PER 6 PARKING SPACES)

NUMBER OF TREES WITHIN PARKING LOT : 281

PROVIDENCE SQUARE

APN :125-19-301-001/002/003/004/005/013

LAS VEGAS, NEVADA
PREPARED FOR: GREENSTREET PROPERTIES

CONCEPTUAL LANDSCAPE PLAN

0 30 60 120
SCALE: 1" = 60'
NORTH

DATE: 01-28-08
JHA# 856

JOHN HANNA + ASSOCIATES
LANDSCAPE ARCHITECTURE
663 Valley Avenue, Studio 100
Solana Beach, California 92075
858/259-1987 - FAX 858/259-5656

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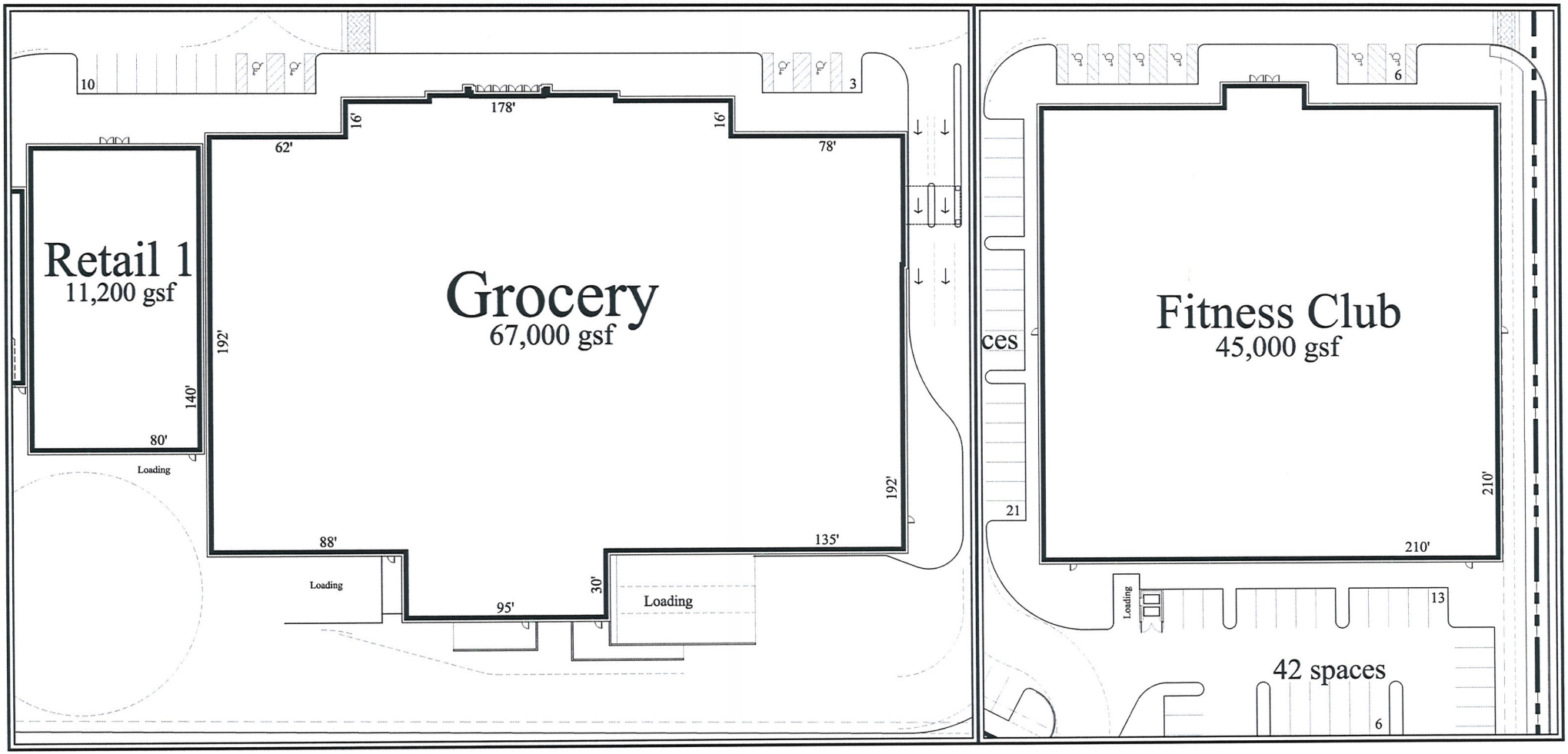
APR 12 2010
EOT-37926



Grocery and Retail 1 Floor Plans

Fitness Club Floor Plan

Scale: 1" = 20'

0 20 40 80

PROJECT No. 707047 January 29, 2008

© COPYRIGHT 2008, PA Las Vegas, LLC. A Perlman Design Group Company.
This Plan is Conceptual in Nature and no Guarantee of its Accuracy is implied. The Owner/Architect reserves the Right to make Design Modifications without notice. All Colors, Dimensions, Sizes and Architectural Features are Conceptual and subject to Change.

Conceptual Floor Plans

Providence Square

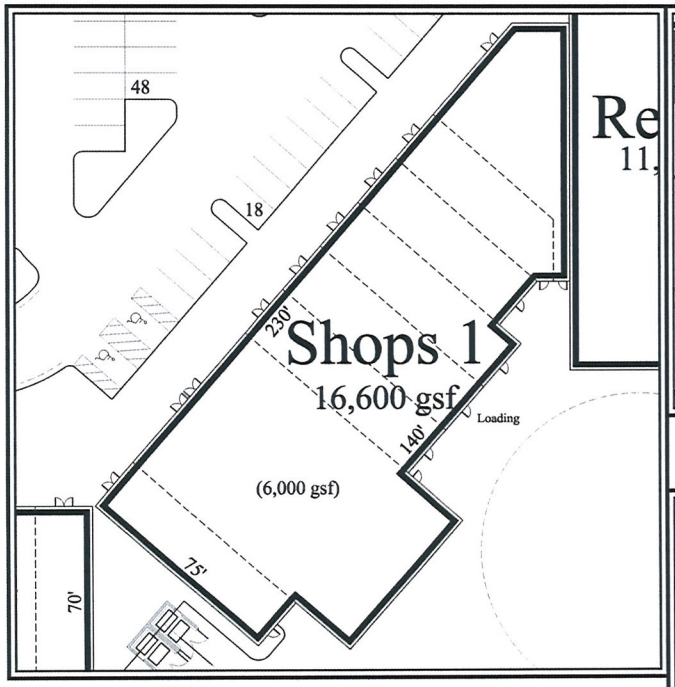
Las Vegas, Nevada

GREEN STREET PROPERTIES

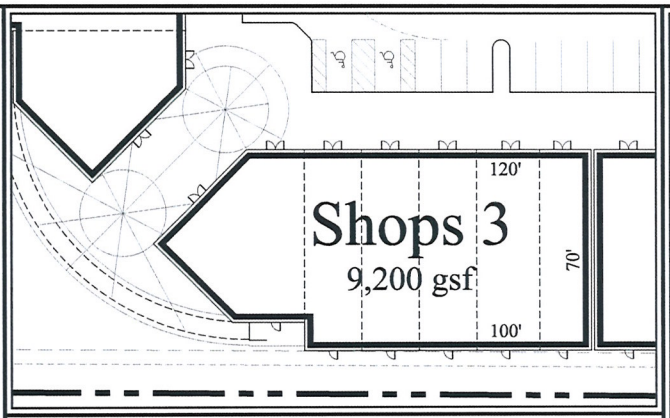
Perlman DESIGN GROUP
ARCHITECTURE • PLANNING • INTERIORS
LAS VEGAS • SCOTTSDALE • NEWPORT BEACH

RECEIVED
APR 12 2010

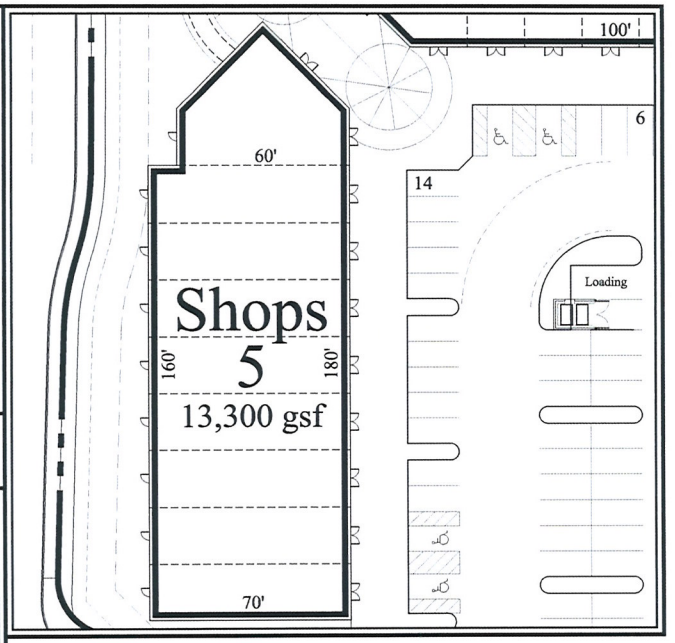
EOT-37926



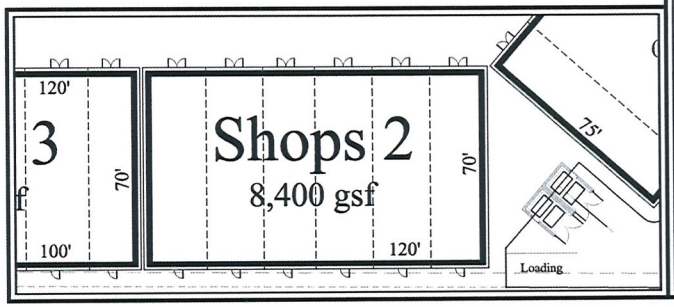
Shops 1 Floor Plan



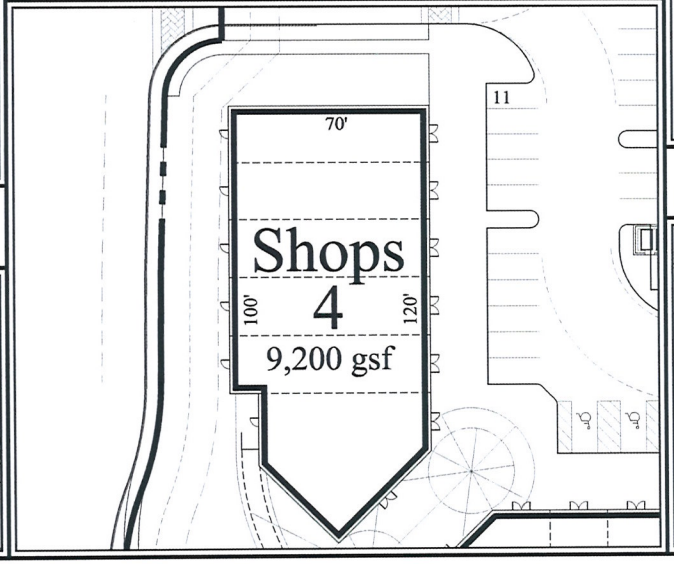
Shops 3 Floor Plan



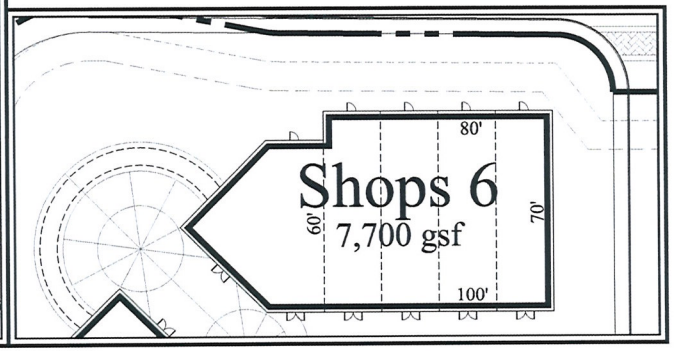
Shops 5 Floor Plan



Shops 2 Floor Plan



Shops 4 Floor Plan



Shops 6 Floor Plan

Conceptual Floor Plans

Scale: 1" = 20'

0 20 40 80

PROJECT No. 707047 January 29, 2008

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GREEN STREET PROPERTIES

Providence Square

Las Vegas, Nevada

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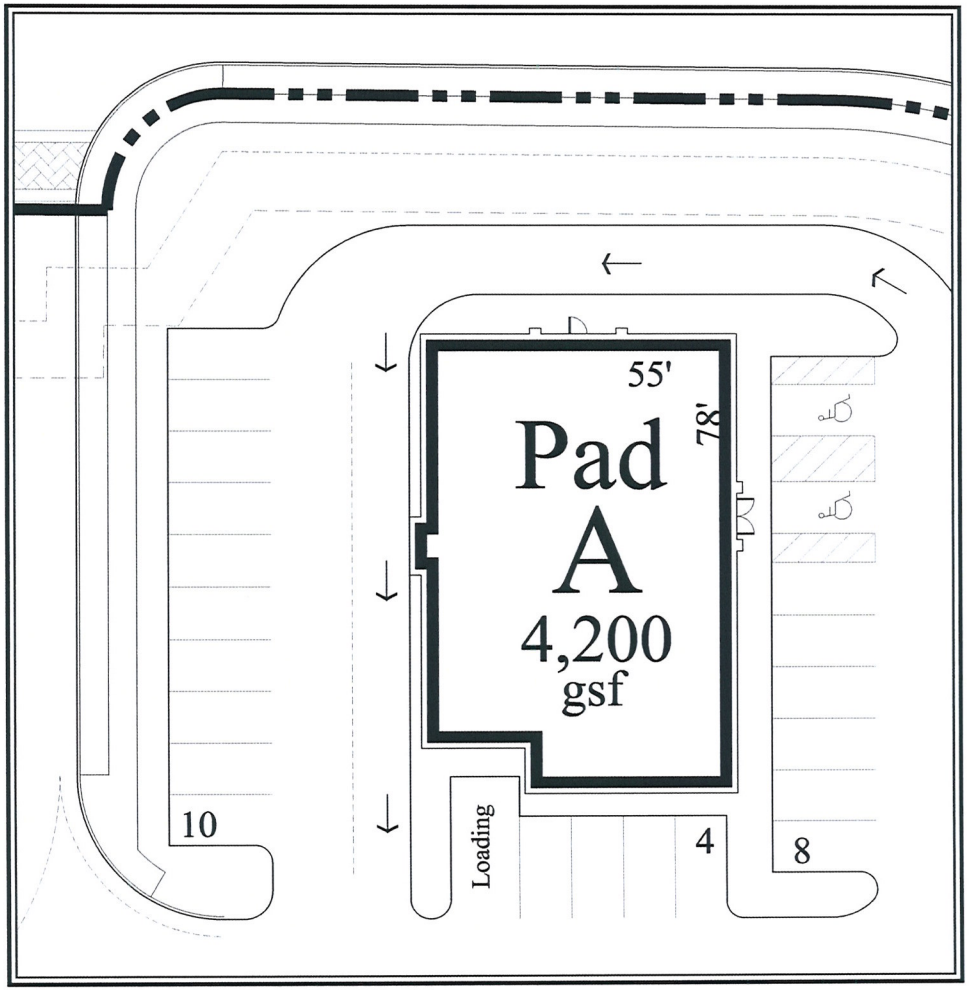
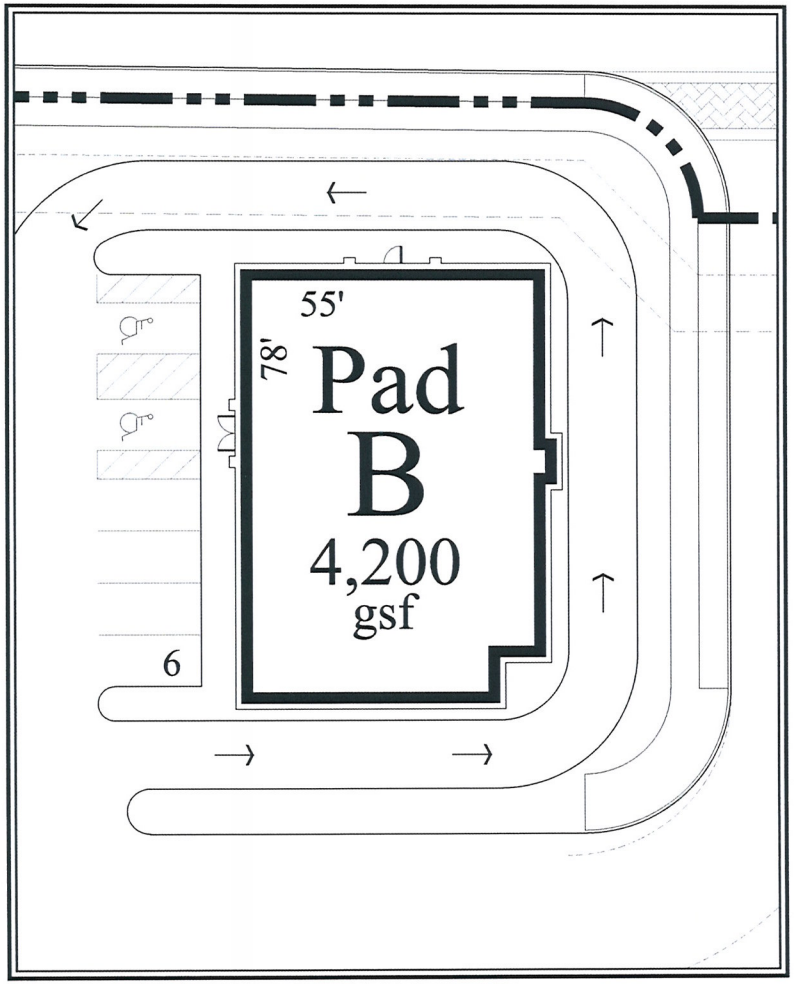


Pad A Floor Plan



Pad B Floor Plan

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Conceptual Floor Plans

Scale: 1" = 10'
0 10 20 40

Project No. 707047 January 29, 2008

GREEN STREET PROPERTIES

Providence Square

Las Vegas, Nevada

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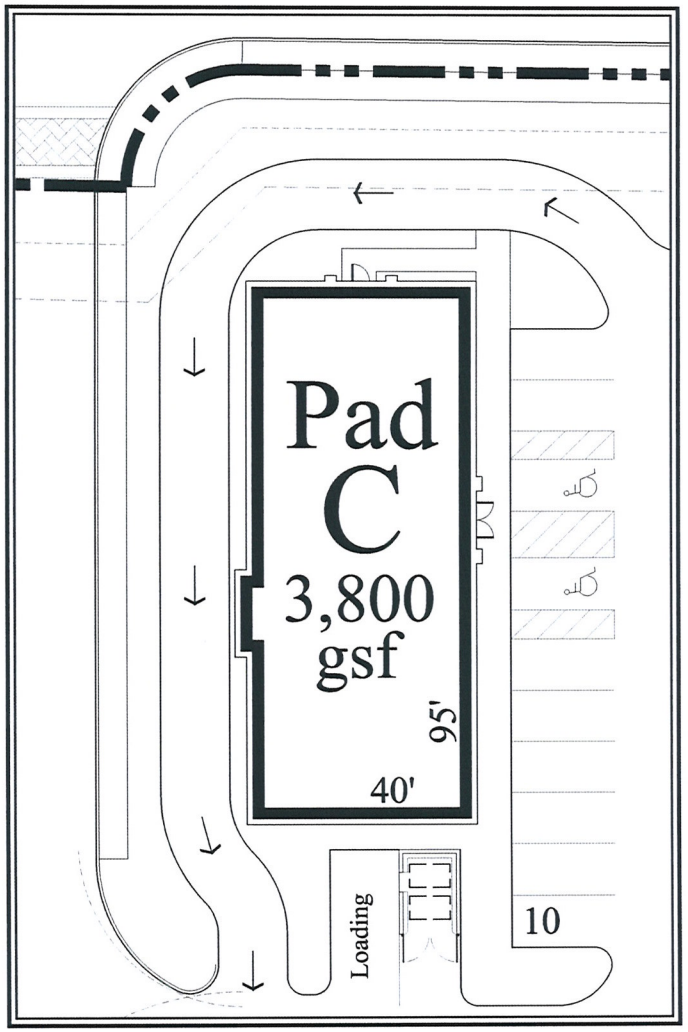
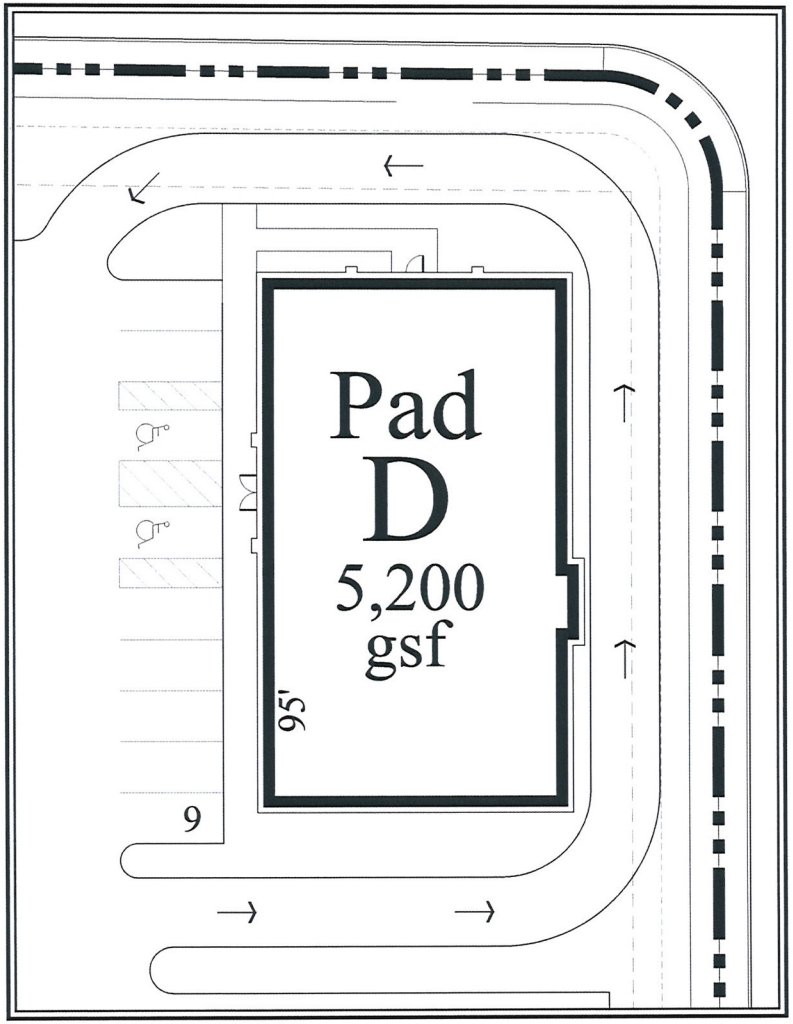


Pad A Floor Plan



Pad B Floor Plan

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Conceptual Floor Plans

Scale: 1" = 10'
0 10 20 40

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GREEN STREET PROPERTIES

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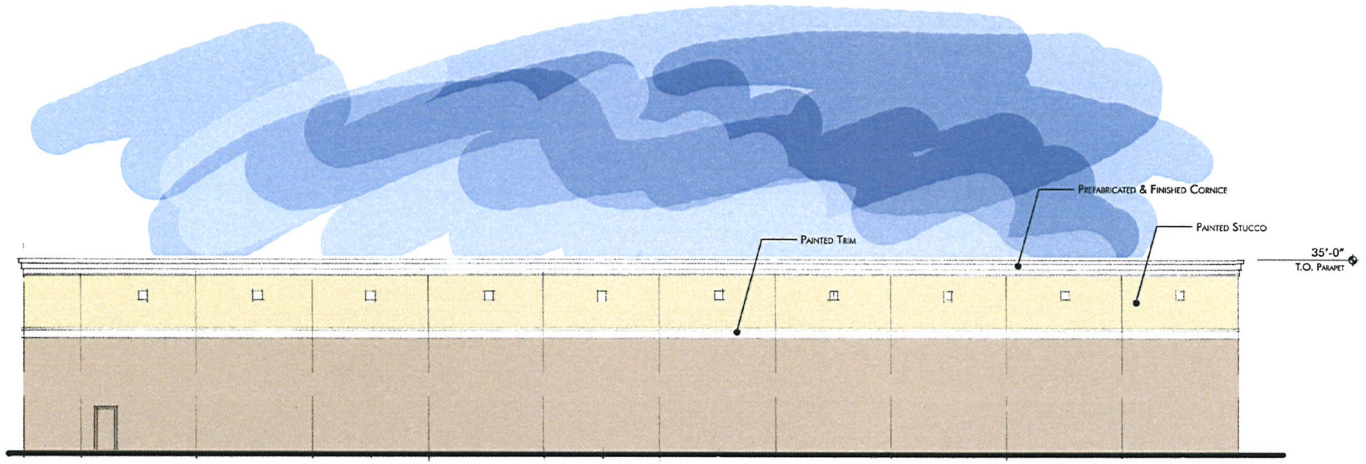
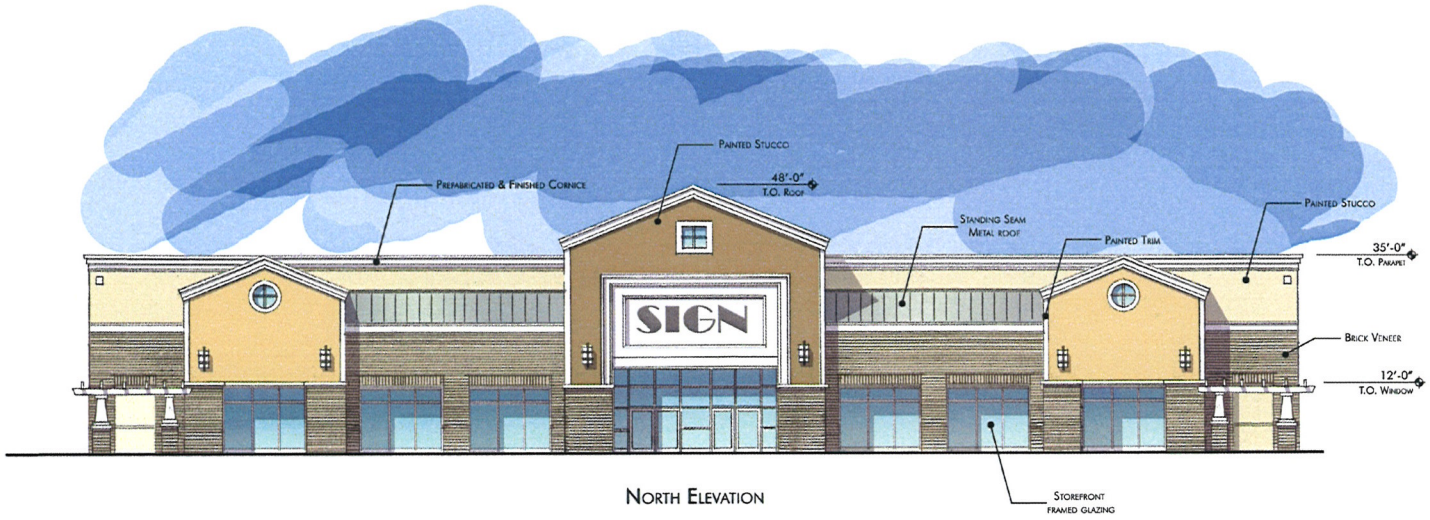


SOUTH ELEVATION



NORTH ELEVATION

SCALE: 1" = 10'

0 10 20 40

PROJECT NO. 707047 JANUARY 29, 2008

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CONCEPTUAL ELEVATION - FITNESS CLUB

GREEN STREET PROPERTIES

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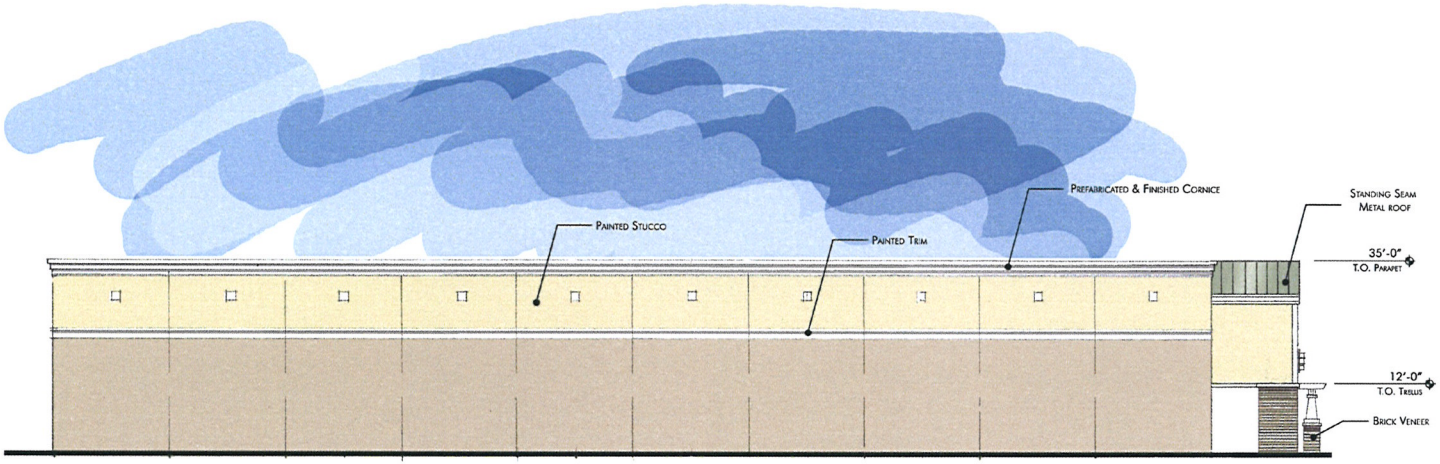
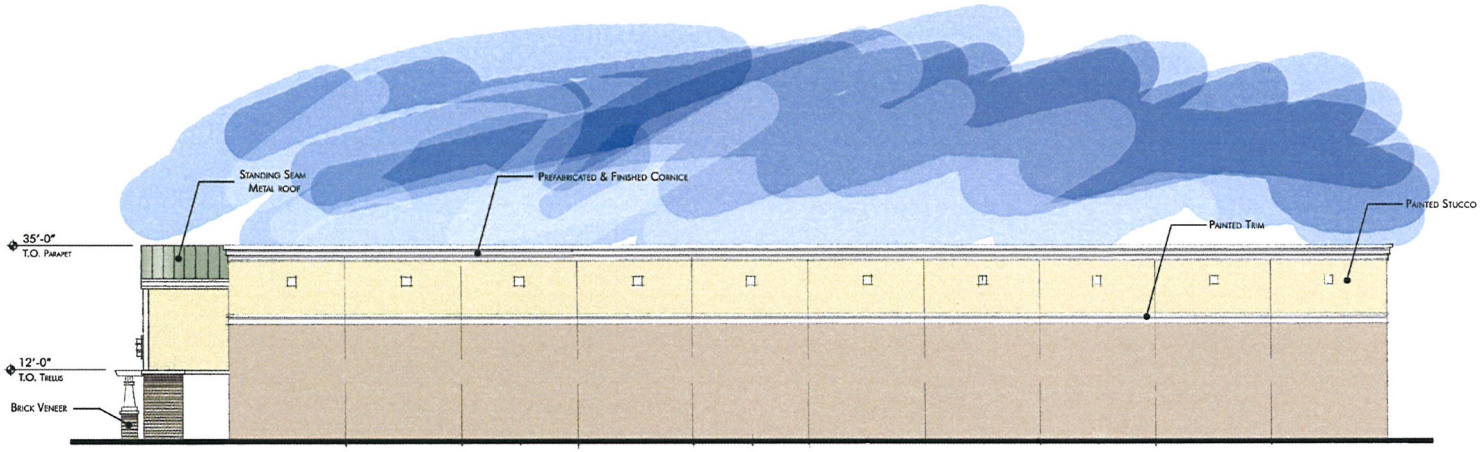


East Elevation



West Elevation

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Conceptual Elevation - Fitness Club

Scale: 1" = 10'
0 10 20 40

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Green Street Properties

Providence Square
Las Vegas, Nevada

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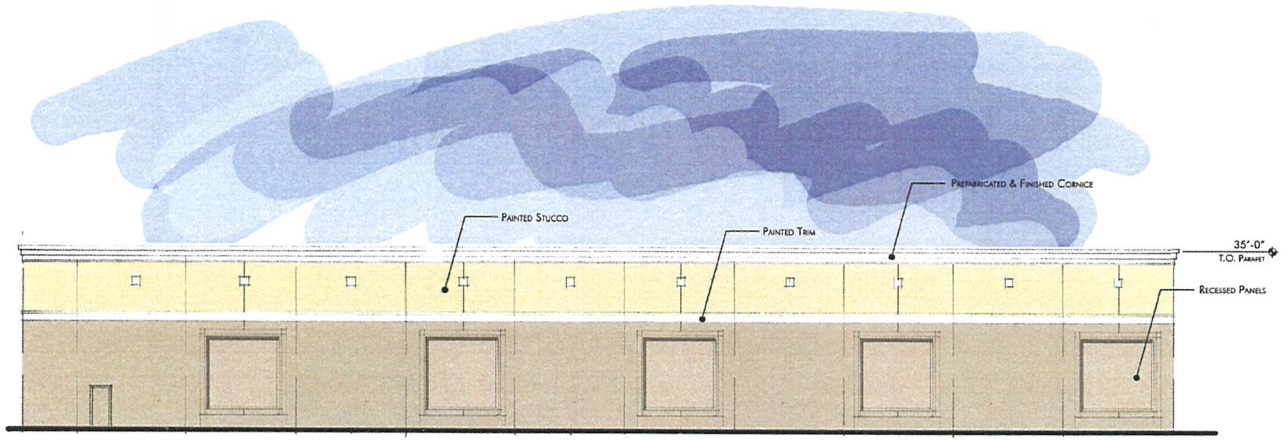
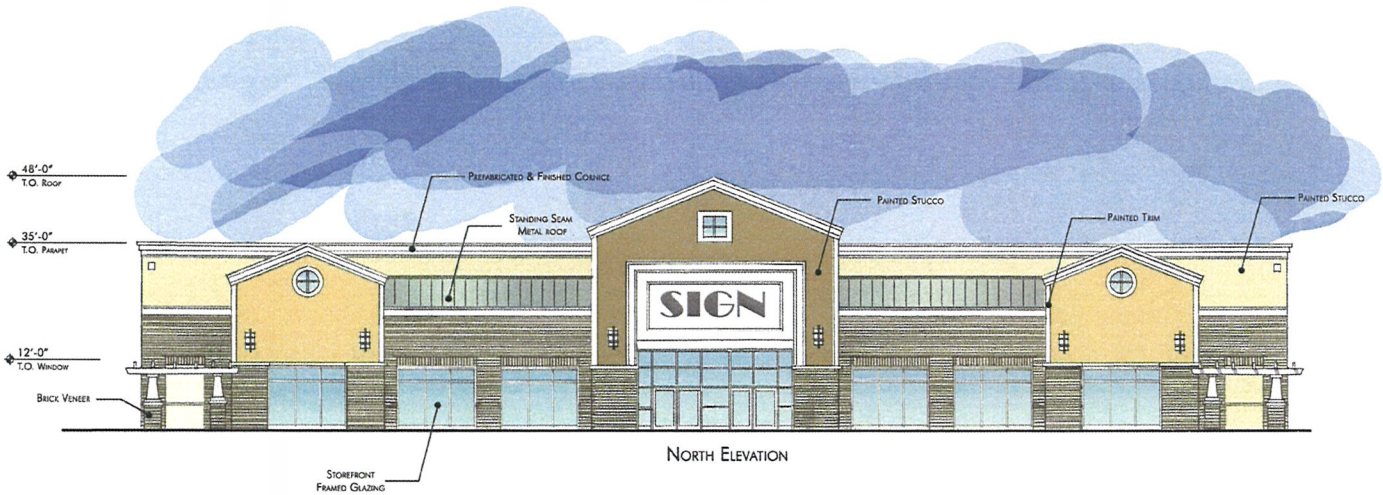


SOUTH ELEVATION



NORTH ELEVATION

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CONCEPTUAL ELEVATION - FITNESS CLUB

SCALE: 1" = 10'

0 10 20 40

PROJECT NO. 707047 FEBRUARY 13, 2008

GREEN STREET PROPERTIES

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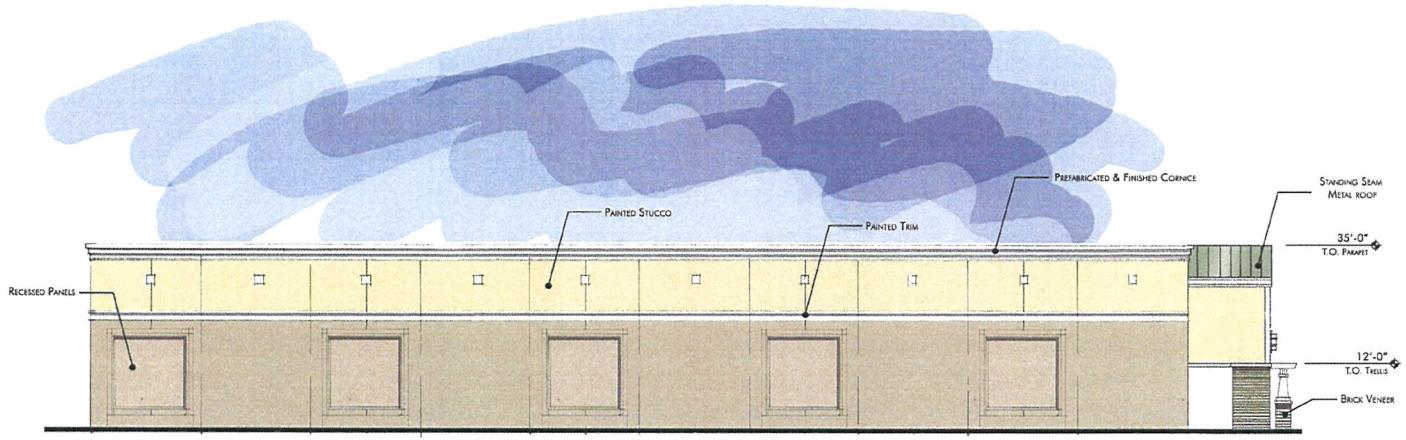
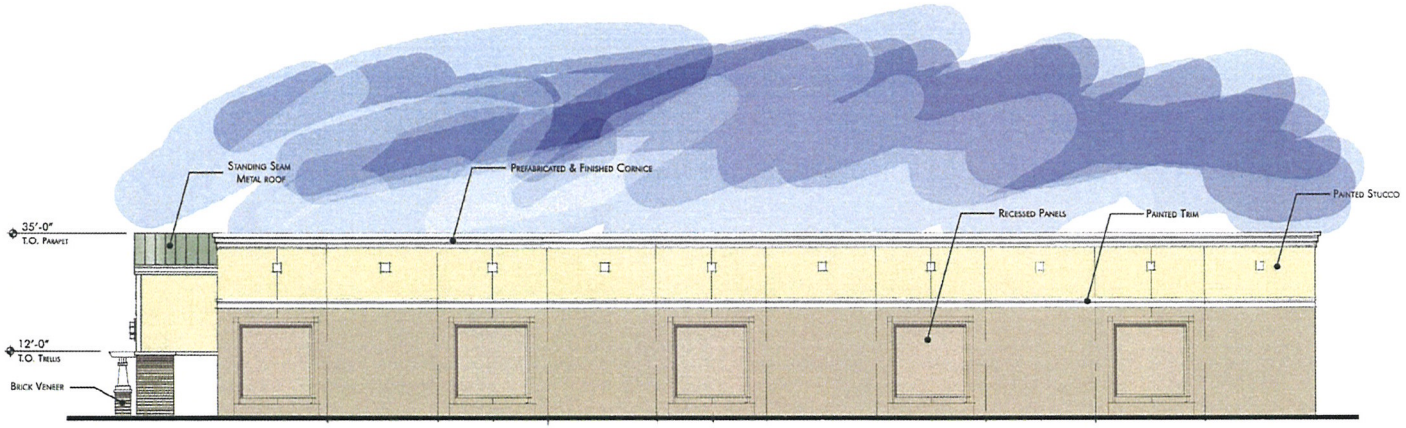


EAST ELEVATION



WEST ELEVATION

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CONCEPTUAL ELEVATION - FITNESS CLUB

SCALE: 1" = 10'
0 10 20 40

PROJECT NO. 707047 FEBRUARY 13, 2008

GREEN STREET PROPERTIES

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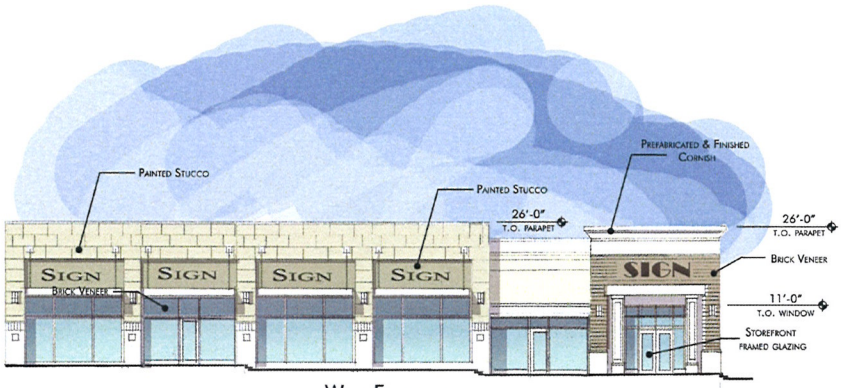
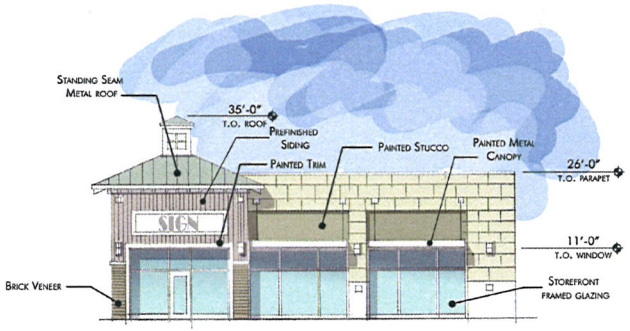
SOUTHEAST ELEVATION

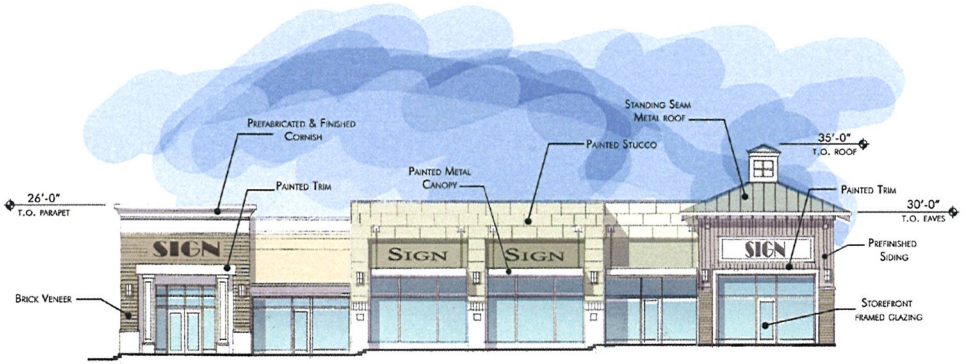
SOUTHWEST ELEVATION



WEST ELEVATION



NORTH ELEVATION



EAST ELEVATION

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CONCEPTUAL ELEVATION - SHOPS 6

SCALE: 1" = 10'

0 10 20 40

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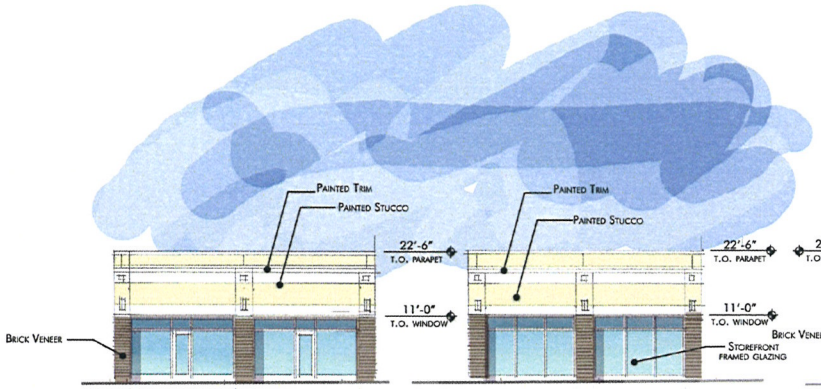
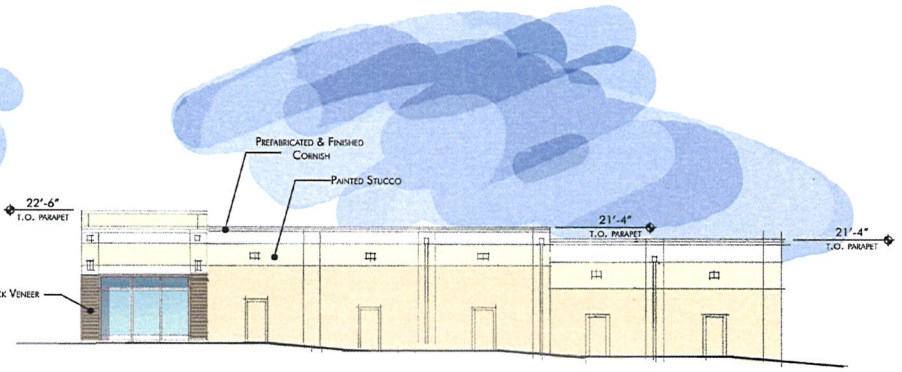
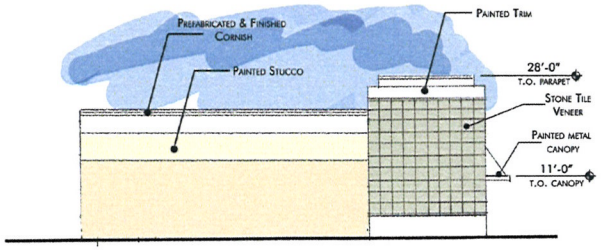


NORTHWEST ELEVATION

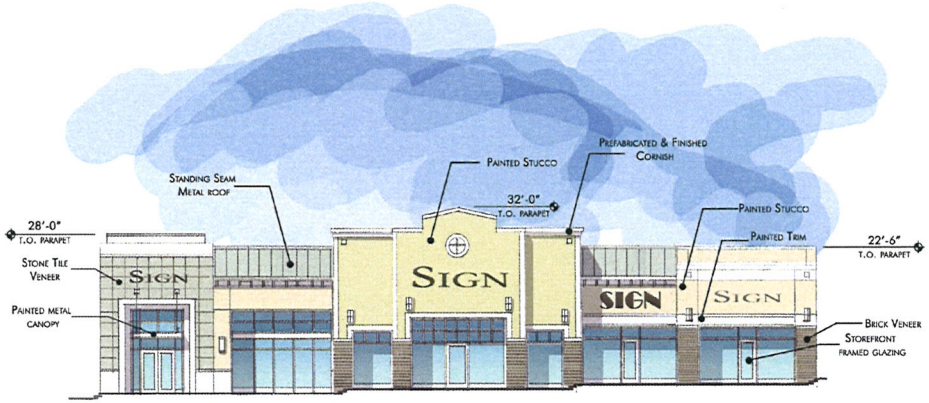
SOUTHWEST ELEVATION



SOUTH ELEVATION



EAST ELEVATION



NORTH ELEVATION

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CONCEPTUAL ELEVATION - SHOPS 5

SCALE: 1" = 10'

0 10 20 40

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GREEN STREET PROPERTIES

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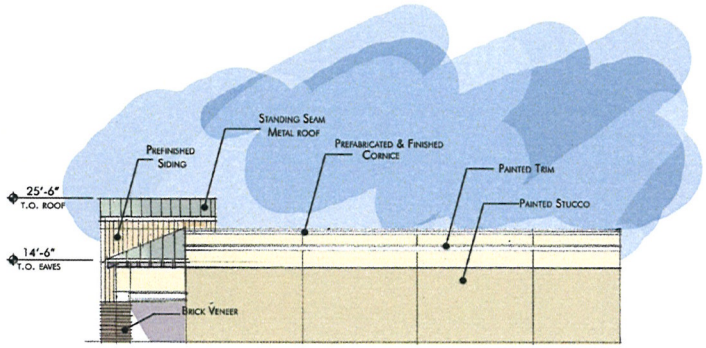

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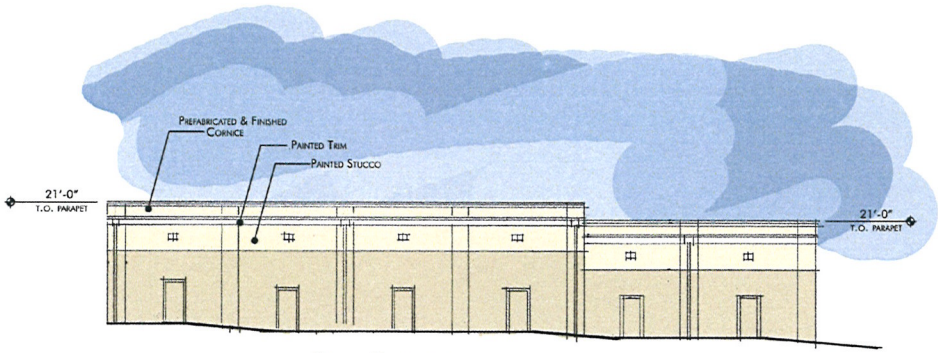

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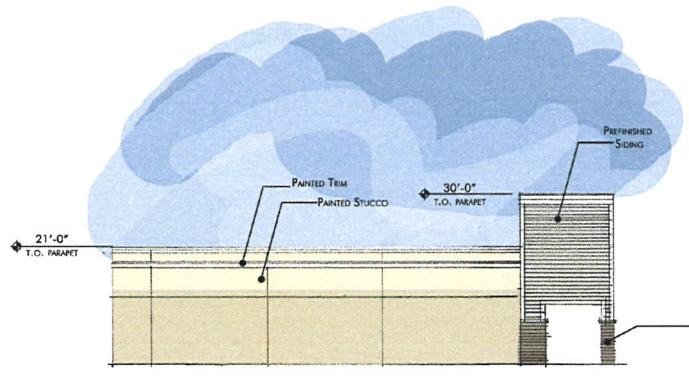

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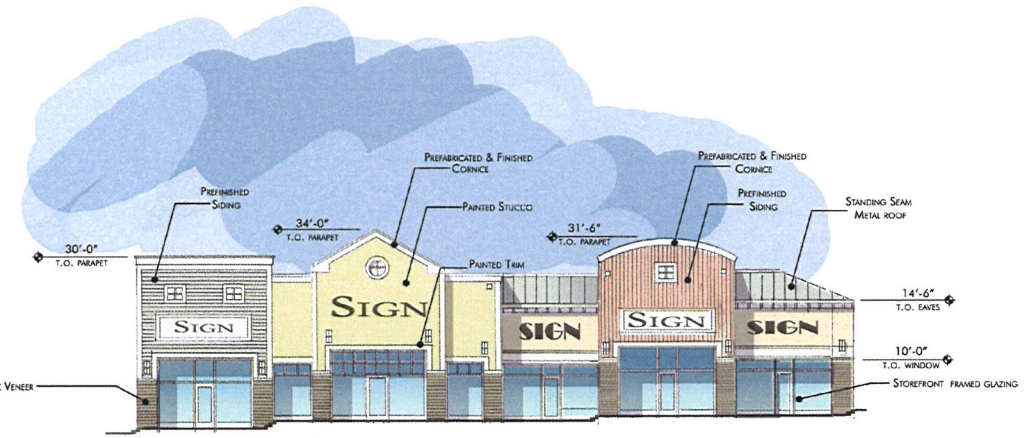

NORTH ELEVATION

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CONCEPTUAL ELEVATION - SHOPS 4

SCALE: 1" = 10'
0 10 20 40

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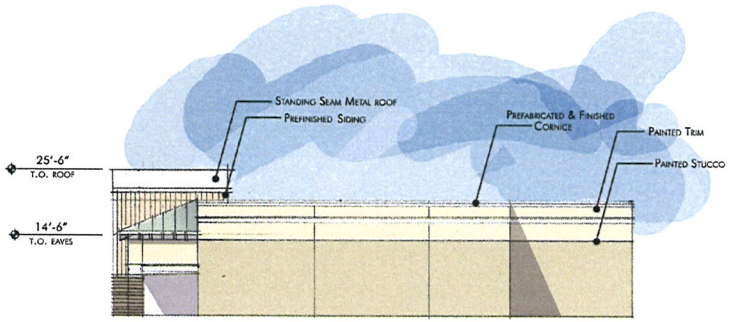
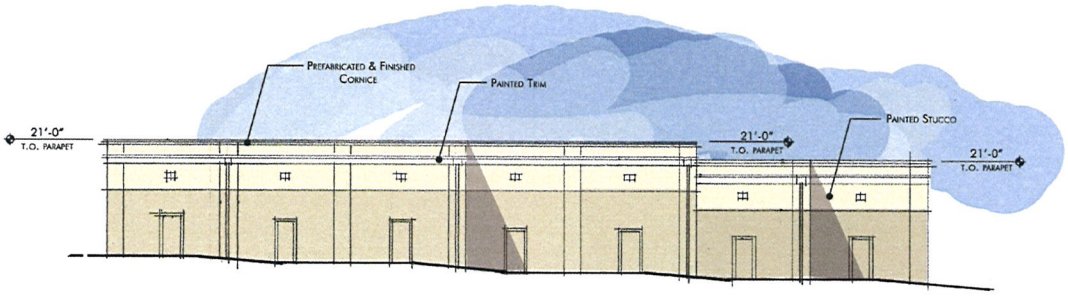
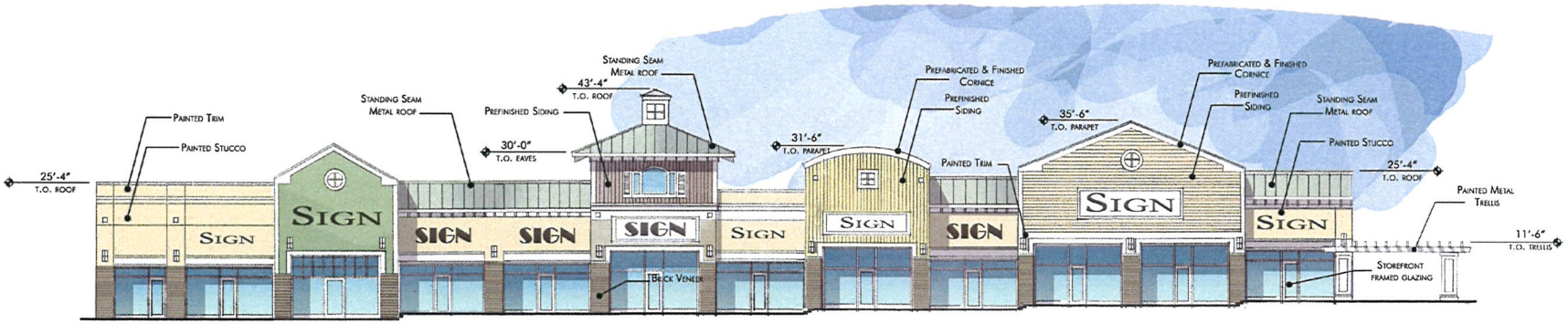


WEST ELEVATION



SOUTHWEST ELEVATION



NORTHWEST ELEVATION

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CONCEPTUAL ELEVATION - SHOPS 3

0 10 20 40

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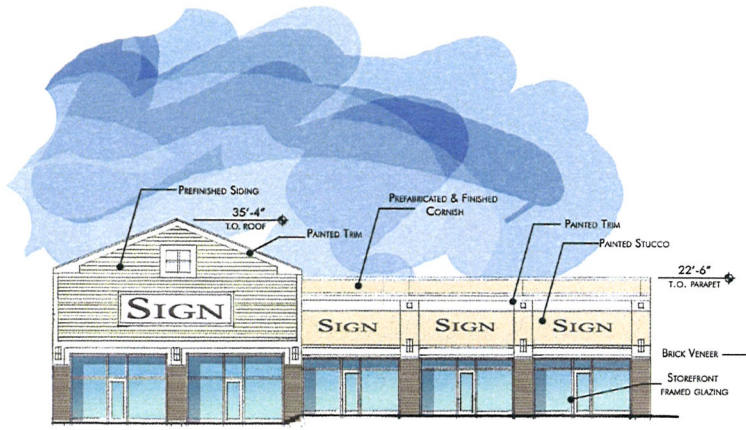
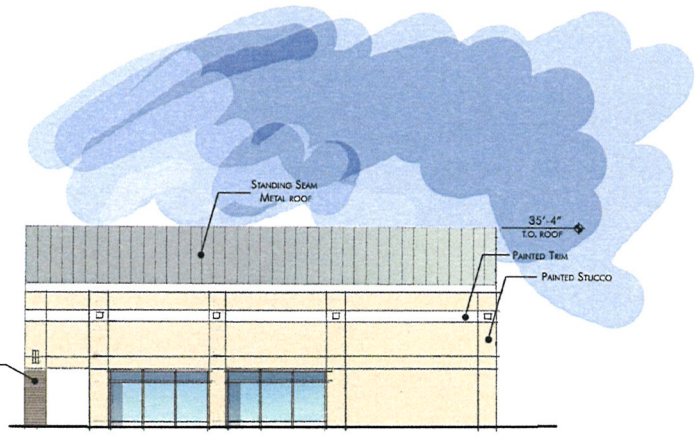
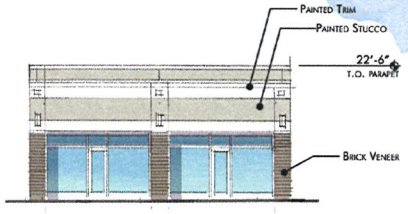


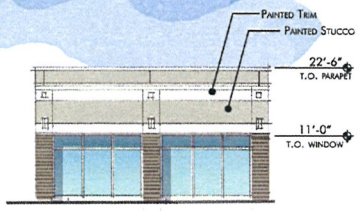
NORTH ELEVATION



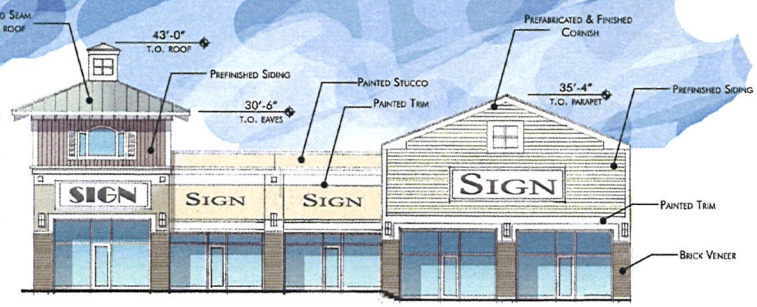
EAST ELEVATION



NORTHWEST ELEVATION



SOUTHWEST ELEVATION



SOUTH ELEVATION

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CONCEPTUAL ELEVATION - SHOPS 2

SCALE: 1" = 10'
0 10 20 40

PROJECT NO. 707047 JANUARY 22, 2008

GREEN STREET PROPERTIES

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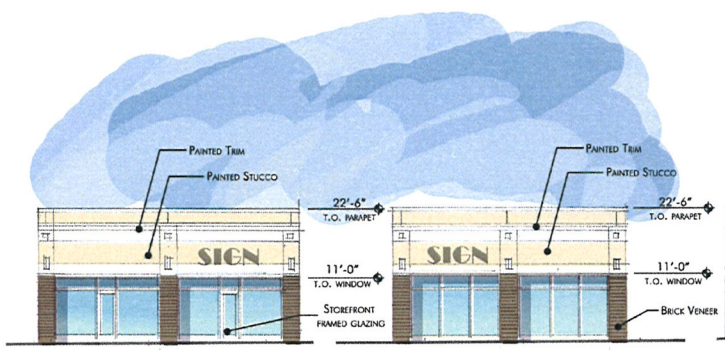
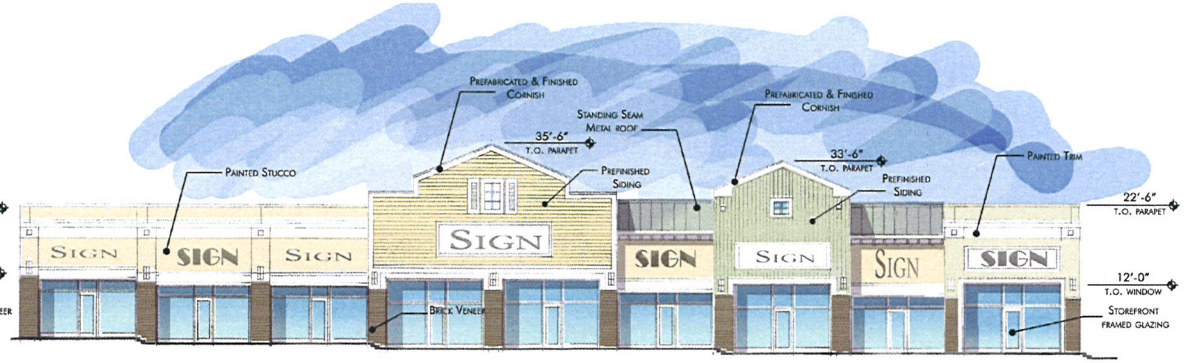
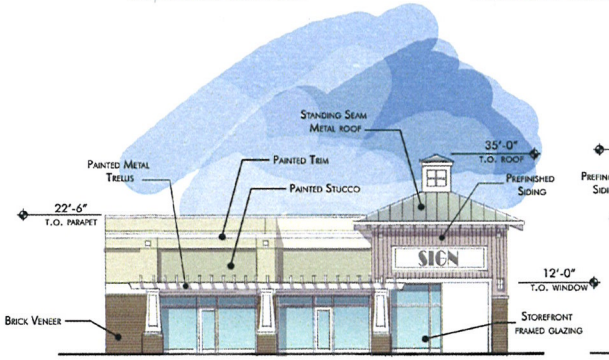


NORTHWEST ELEVATION

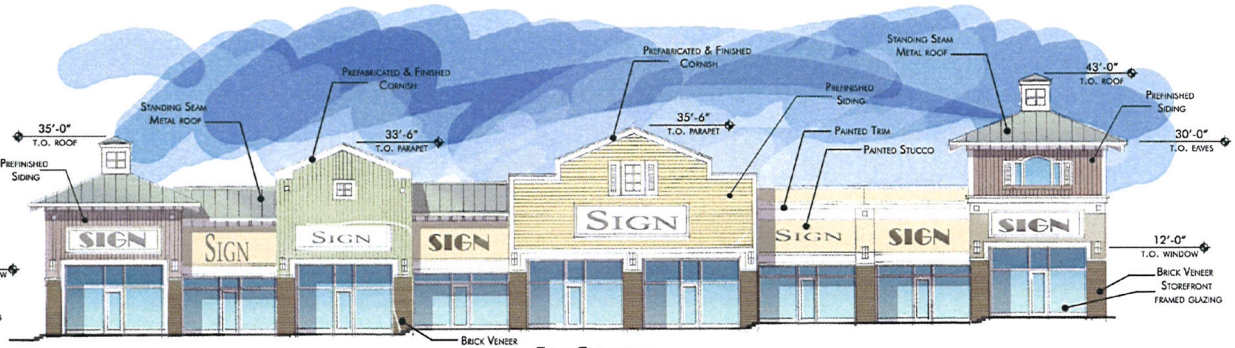
NORTHEAST ELEVATION



WEST ELEVATION



SOUTH ELEVATION



EAST ELEVATION

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CONCEPTUAL ELEVATION - SHOPS 1

SCALE: 1" = 10'

0 10 20 40

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GREEN STREET PROPERTIES

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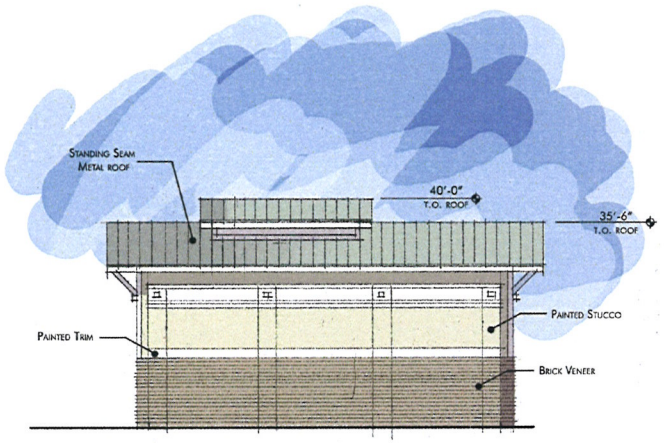
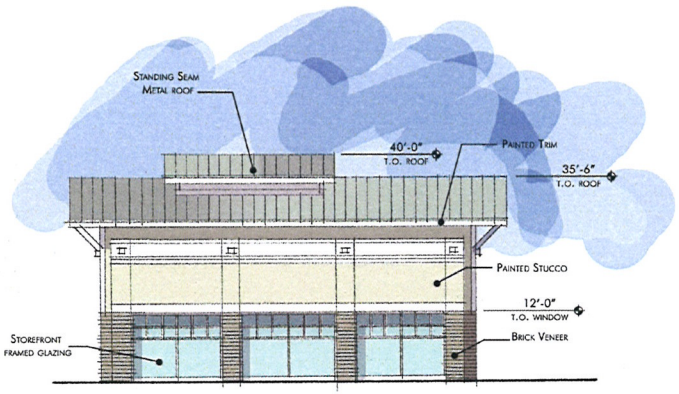
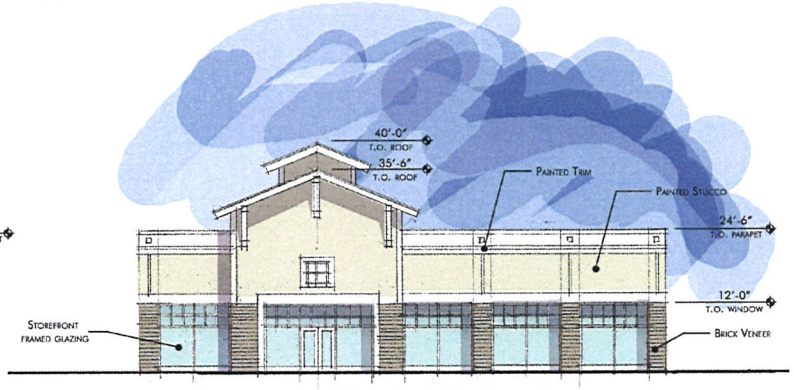


NORTH ELEVATION



SOUTH ELEVATION

EAST ELEVATION



WEST ELEVATION

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CONCEPTUAL ELEVATION - PAD D

SCALE: 1" = 10'
0 10 20 40

PROJECT NO. 707047 JANUARY 22, 2008

GREEN STREET PROPERTIES

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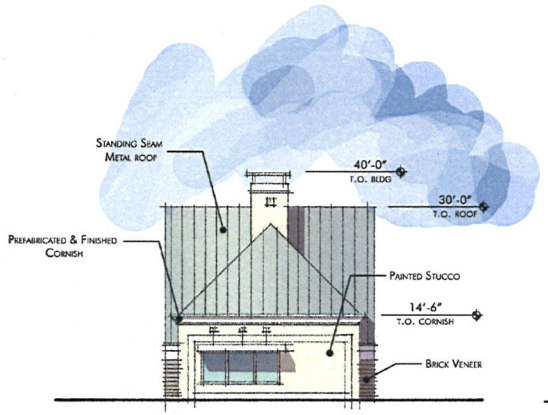

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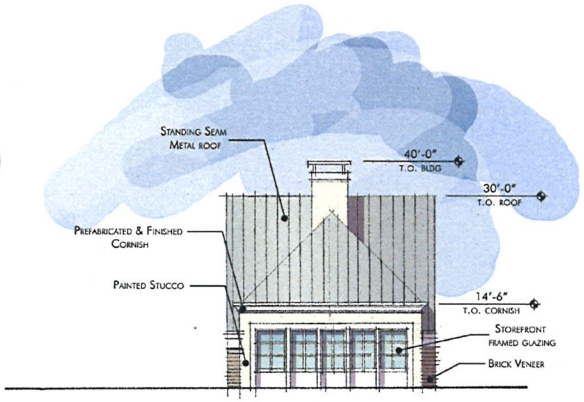

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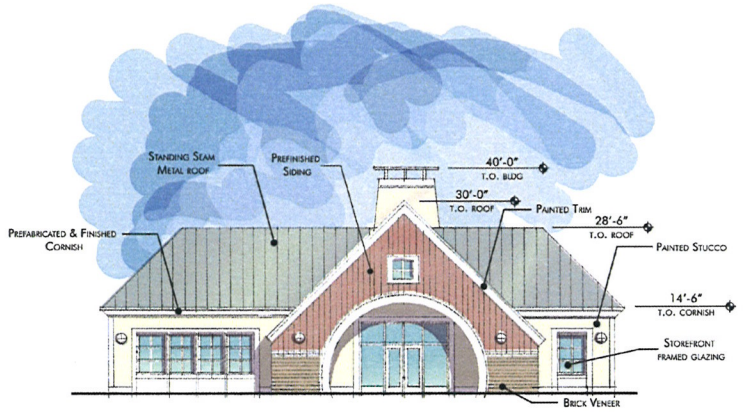

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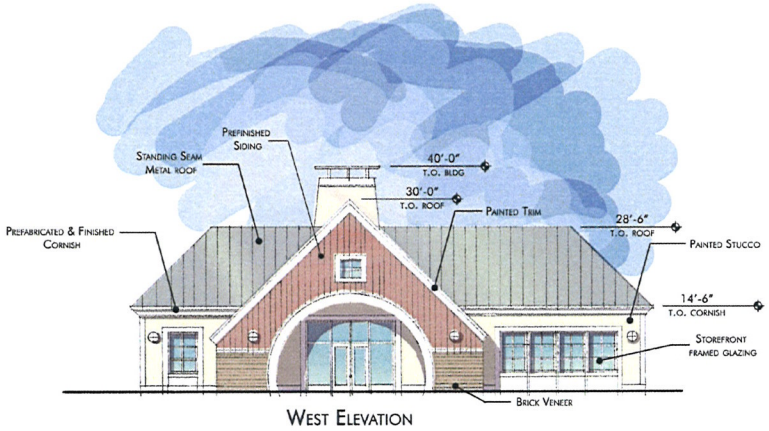

WEST ELEVATION

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CONCEPTUAL ELEVATION - PAD C

SCALE: 1" = 10'

0 10 20 40

PROJECT NO. 707047 JANUARY 22, 2008

GREEN STREET PROPERTIES

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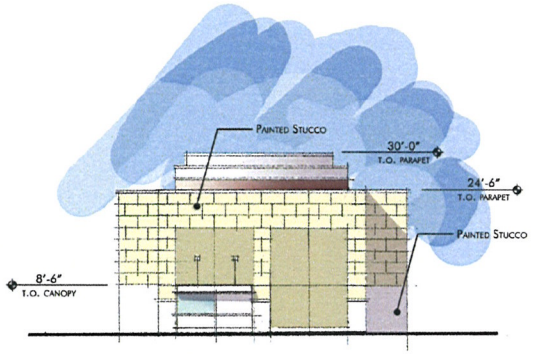

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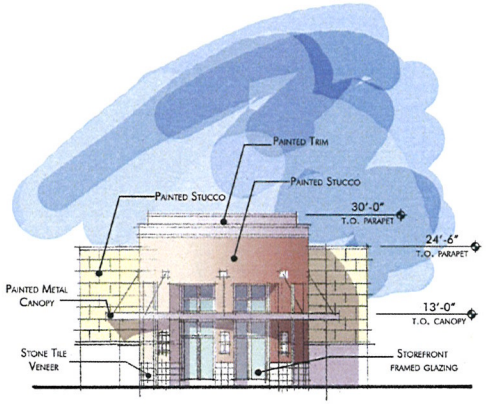

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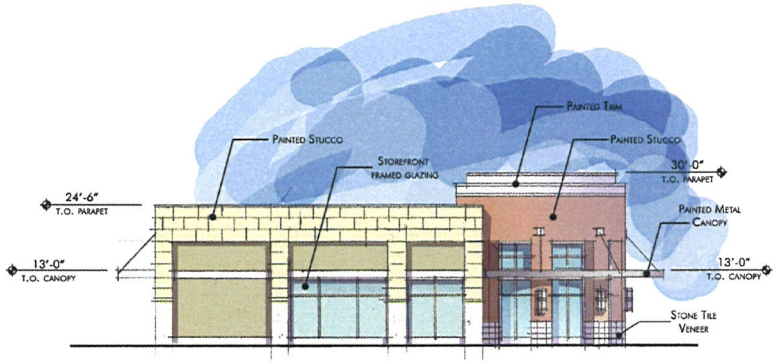
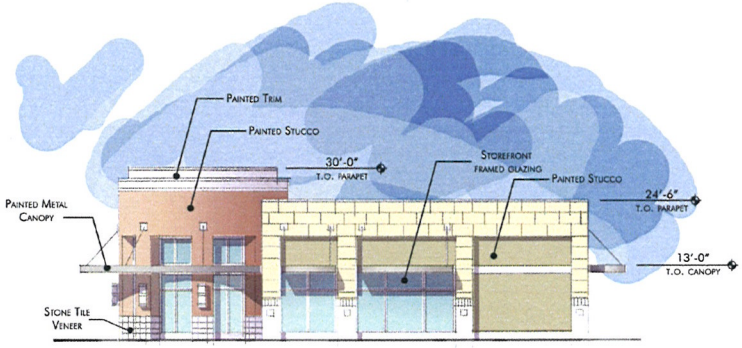


WEST ELEVATION



EAST ELEVATION

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CONCEPTUAL ELEVATION - PAD B

SCALE: 1" = 10'

0 10 20 40

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GREEN STREET PROPERTIES

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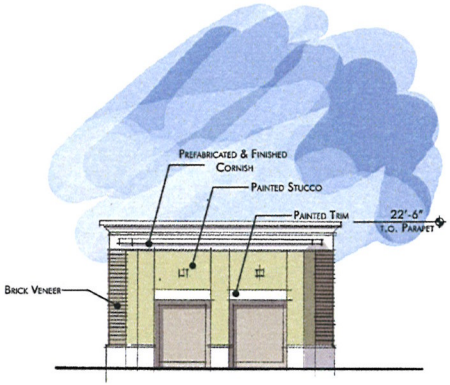

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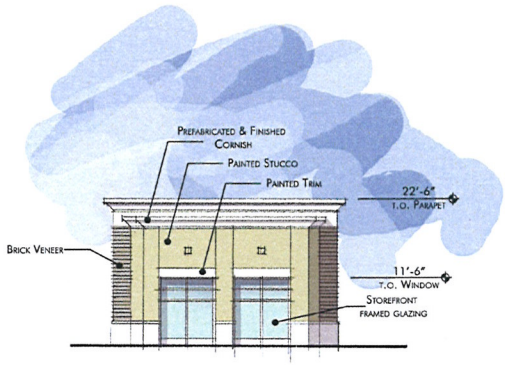
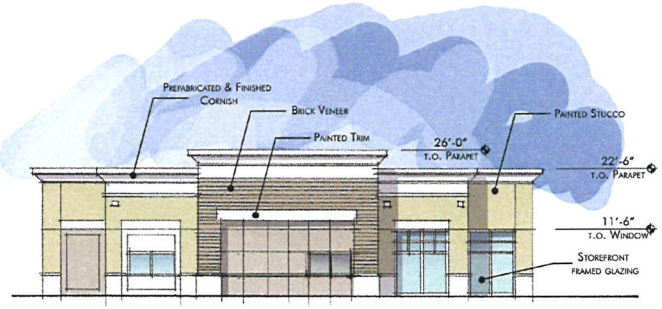


NORTH ELEVATION

EAST ELEVATION



WEST ELEVATION

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CONCEPTUAL ELEVATION - PAD A

SCALE: 1" = 10'
0 10 20 40

PROJECT NO. 707047 JANUARY 22, 2008

GREEN STREET PROPERTIES

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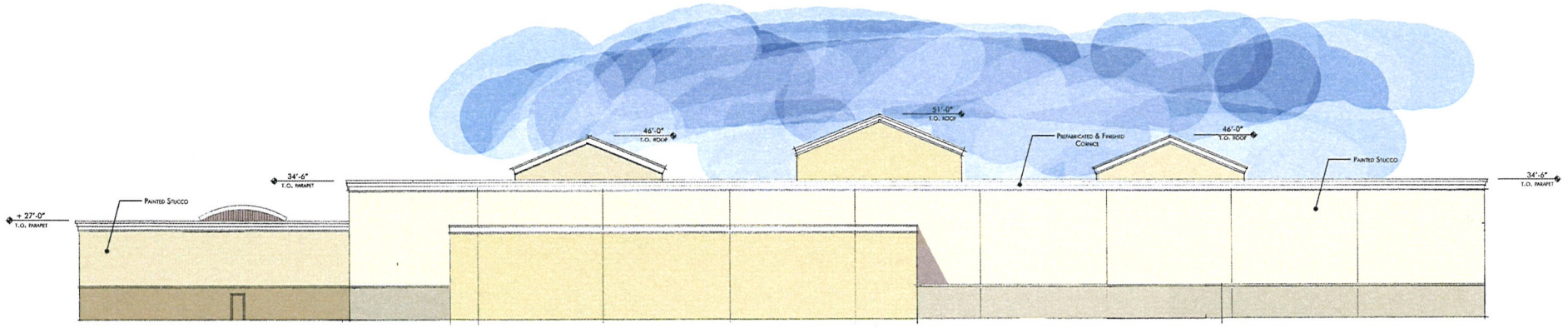
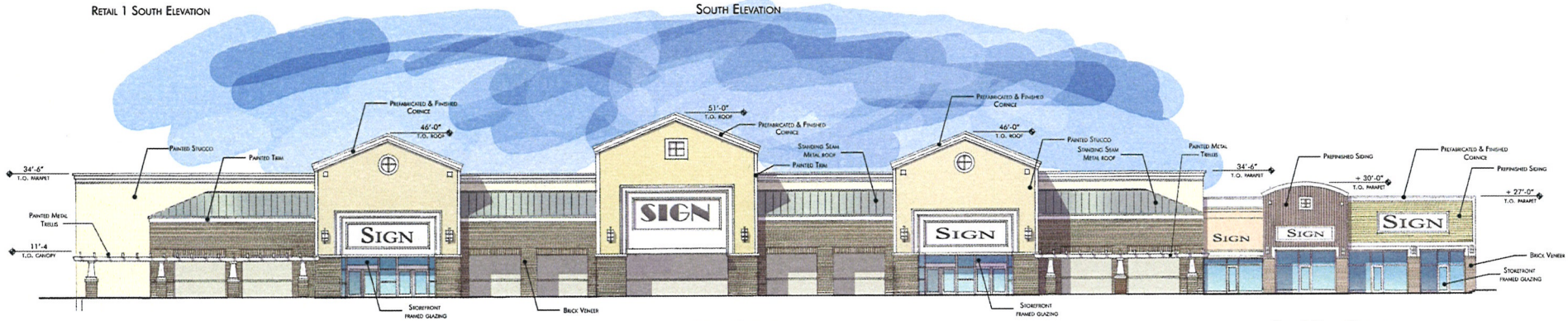


RETAIL 1 SOUTH ELEVATION

SOUTH ELEVATION



NORTH ELEVATION

RETAIL 1 NORTH ELEVATION

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SCALE: 1" = 10'
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PROJECT NO. 707047 JANUARY 22, 2008

CONCEPTUAL ELEVATIONS - GROCERY

PROVIDENCE SQUARE

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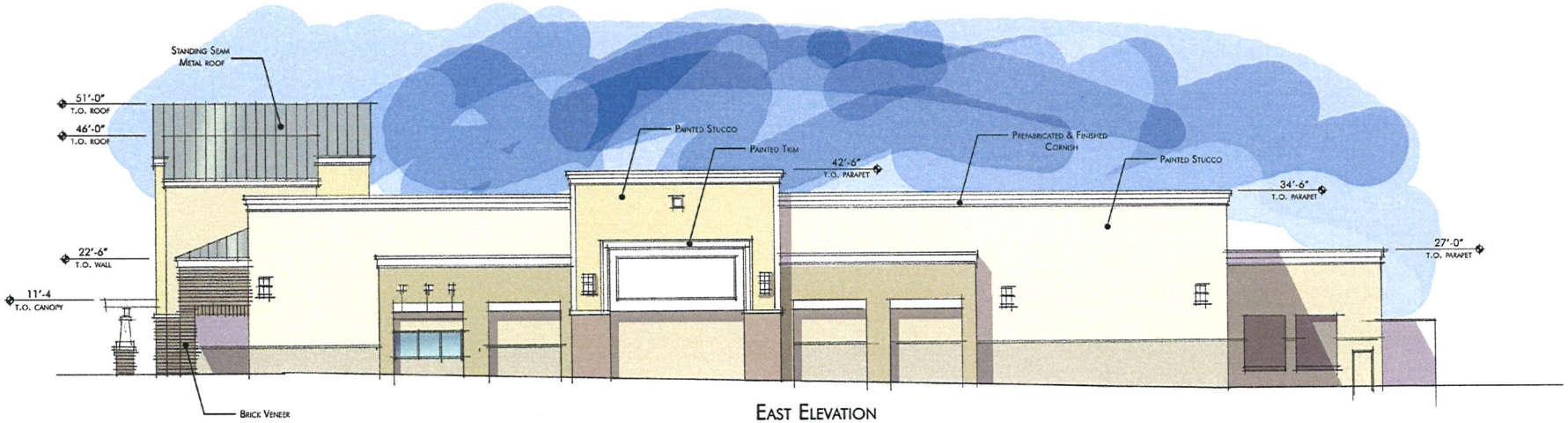

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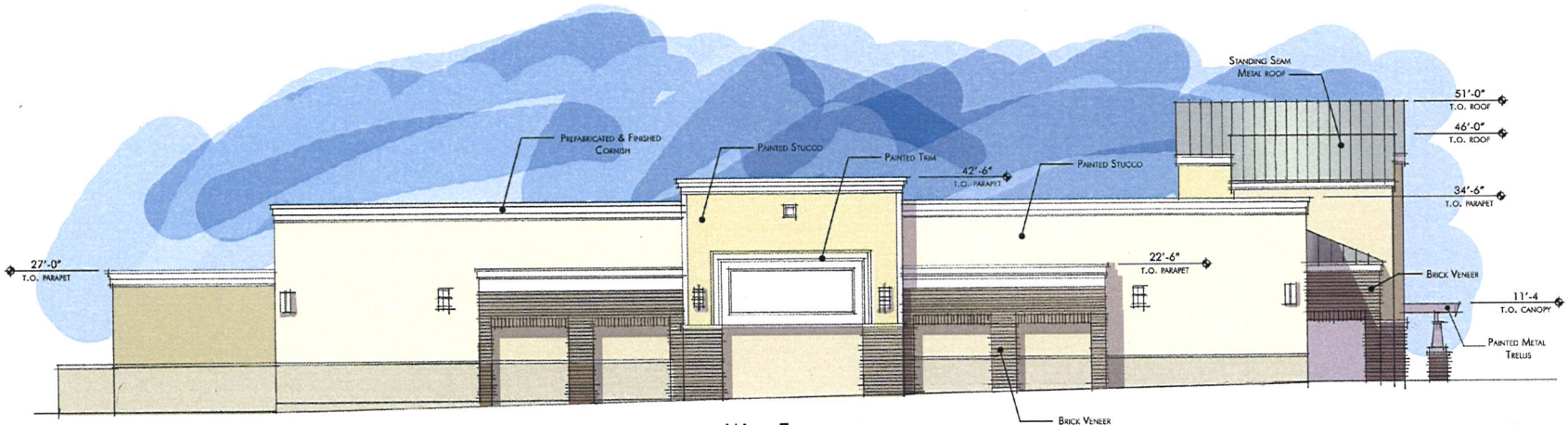

WEST ELEVATION

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CONCEPTUAL ELEVATIONS - GROCERY

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PROJECT NO. 707047 JANUARY 22, 2008

GREEN STREET PROPERTIES

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EOT-37926 - APPLICANT: KR LAND COMPANY, LLC - OWNER: NEVADA COMMERCE BANK, ETAL
SOUTHEAST CORNER OF HUALAPAI WAY AND DEER SPRINGS WAY

04/15/10

EOT-37926 - APPLICANT: KR LAND COMPANY, LLC - OWNER: NEVADA COMMERCE BANK, ETAL
SOUTHEAST CORNER OF HUALAPAI WAY AND DEER SPRINGS WAY

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EOT-37926 - APPLICANT: KR LAND COMPANY, LLC - OWNER: NEVADA COMMERCE BANK, ETAL
SOUTHEAST CORNER OF HUALAPAI WAY AND DEER SPRINGS WAY

04/15/10

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

May 6, 2008

Mr. Darrin Badger
KR Land Company, LLC
3455 Cliff Shadow Parkway, #220
Las Vegas, Nevada 89129

RE: SDR-25760 – SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF APRIL 16, 2008
RELATED TO ZON-25758 AND VAC-25759

Dear Mr. Badger:

The City Council at a regular meeting held April 16, 2008 APPROVED the request for a Site Development Plan Review FOR A PROPOSED 200,300 SQUARE-FOOT RETAIL DEVELOPMENT on 23.62 acres at the southeast corner of Hualapai Way and Deer Springs Way (APNs 125-19-301-001 through 005 and 013), U (Undeveloped) [PCD (Planned Community Development)] Zone [PROPOSED: PD (Planned Development) Zone. NOTE: ITEM HAS BEEN AMENDED TO A 205,000 SQUARE-FOOT RETAIL DEVELOPMENT. The Notice of Final Action was filed with the Las Vegas City Clerk on April 17, 2008. This approval is subject to:

Added Conditions:

A. Pads C and D will not be allowed to be drive through food service.

B. This approval shall include the Master Development Plan and Design Standards submitted 1/29/2008.

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 and building elevations date stamped 01/29/08 and 02/14/08, and landscape plans date stamped 02/27/08, except as amended by conditions herein.

3. 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

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400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

EOT-37926

be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications.

4. 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.

5. 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).

6. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

7. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

8. 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.

9. 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.

10. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

11. A Petition of Vacation shall be submitted to Clark County and recorded for the right-of-way adjacent to Assessor's Parcel Number 125-19-301-010 prior to the issuance of any permits or the recordation of a map for this site. Alternatively, dedicate the reciprocal right-of-way prior to the issuance of any permits or through recordation of a map for this site and submit a revised site plan to the Department of Planning and Development.

12. Dedicate 50 feet of right-of-way adjacent to this site for Hualapai Way, 40 feet for Deer Springs Way, 25 feet for Conquistador Street including the right-of-way necessary to accommodate a knuckle meeting current City Standards, a 54-foot radius on the southeast corner of Hualapai Way and Deer Springs Way and a 20-foot radius on the southwest corner of Deer Springs Way and Conquistador Street prior to the issuance of any permits. In addition, dedicate the rights-of-way necessary for turn lanes and bus turnouts in accordance with the approved Traffic Impact Anaylsis.

13. Provide a signed and notarized affidavit from the owner of Assessor's Parcel No. 125-19-301-010 that states he is in support of the proposed Providence Square site plan AND a copy of a recorded perpetual, irrevocable access easement in favor of this parcel to the Development Coordination Section of the Department of Public Works prior to the issuance of any permits, submittal of any construction drawings or the submittal of a Map subdividing this site, whichever may occur first. If these documents cannot be obtained, this site plan shall be rendered "Null and Void" and a new site plan submitted to the Department of Planning and Development.

14. Coordinate with the Right-of-Way Section of the Department of Public Works to determine the submittal requirements for Bureau of Land Management (BLM) applications for the east half of Conquistador Street adjacent to this site and provide all required documentation and material. A copy of the plant survey (if applicable), approved right-of-way grant issued by BLM, receipt for tortoise mitigation fee payment and notice to proceed issued by BLM (if applicable) shall be submitted to the Right-of-Way Section prior to the approval of construction drawings for this site or the issuance of any permits, whichever may occur first.

15. Construct half-street improvements, including appropriate overpaving and transition paving if legally able, on Hualapai Way, Deer Springs Way, and Conquistador Street including an appropriate terminus such as temporary barricades on Conquistador Street concurrent with development of this site. Install all appurtenant underground facilities, if any, adjacent to this site needed for the future traffic signal system concurrent with development of this site. Extend all required underground utilities, such as electrical, telephone, etc., located within public rights-of-way, past the boundaries of this site prior to construction of hard surfacing (asphalt or concrete).

16. Dedicate 47 feet of right-of- way for the street along the southern boundary of this site shown as "Proposed Street" prior to the issuance of any permits. Construct full-width street improvements, including an appropriate terminus, such as temporary barricades, on "Proposed Street" concurrent with development of this site. Extend all required underground utilities, such as electrical, telephone, etc., located within public rights-of-way, to the boundaries of this site prior to construction of hard surfacing (asphalt or concrete).

17. Offset sidewalk and reduced right-of-way widths shown on this site plan shall be in accordance with the approved Providence Square Master Development Plan and Design Standards. Grant pedestrian access easements for all sidewalks located outside of the public street right-of-way prior to the issuance of any permits or through recordation of a map for this site.

18. Coordinate with the Clark County Department of Public Works to discuss any impacts to this site plan from the Beltway and the ultimate Hualapai Way off-ramp design. Provide documentation from Clark County to the City of Las Vegas Land Development Section that this condition has been satisfied prior to the approval of any construction drawings or the recordation of a map for this site, whichever may occur first.

19. Provide public sewer stubs to all "not a part" parcels not adjacent to existing public street right-of-way and grant appropriate public sewer easements. However, subject to notarized written approval from the owner of Assessor's Parcel No. 125-19-301-010, which is currently entitles within Clark County as a cell tower site with no need for sewer service, the requirement to provide a public sewer easement stub to this parcel shall not be enforced provided that an appropriate sewer easement acceptable to the Collection Systems Planning Section is granted connecting this parcel to existing public sewer. Coordinate with the Collection Systems Planning section of the Department of Public Works and comply with their recommendations prior to the submittal of construction drawings or the approval of a Map subdividing this site.

20. Driveways accessing Hualapai Way and Deer Springs Way shall be designed, located and constructed in accordance with Standard Drawing #222a. Submit an application to the Land Development section of the Department of Public Works for a deviation from throat depth dimensions required by Standard Drawing #222a for the driveways accessing this site from Conquistador Street.

21. 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.

22. 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.

23. Unless otherwise allowed by the City Engineer, construct sidewalk 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 on-site roadway network and shall be terminated on-site with a handicap ramp.

24. In accordance with the intent of a Commercial Subdivision, all sites within this subdivision shall have perpetual common access to all driveways connecting this site to the abutting streets. No barriers (e.g. curbs, wall, etc.) shall be erected within the boundaries of this overall site which would prohibit any vehicle on this site from utilizing any driveway connecting this commercial development site to the abutting public streets.

25. Landscape and maintain all unimproved rights-of-way, if any, adjacent to this site. All private improvements and landscaping installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

26. Submit an Encroachment Agreement for all landscaping, if any, located in the public rights-of-way adjacent to this site prior to occupancy of this site.

27. The approval of all Public Works related improvements shown on this Site Development Plan Review is in concept only. Specific design and construction details relating to size, type and/or alignment of improvements, including but not limited to street, sewer and drainage improvements, shall be resolved prior to submittal of a Tentative Map or construction drawings, whichever may occur first. No deviations from adopted City

Standards shall be allowed unless specific written approval for such is received from the City Engineer prior to the submittal of a Tentative Map or construction drawings, whichever may occur first.

Sincerely,

Angela Crolli
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

M. Margo Wheeler, AICP
Director
Planning and Development Department

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. Darrin Badger
Southwest Desert Equities, LLC
3455 Cliff Shadow Parkway, #220
Las Vegas, Nevada 89129

Mr. Chris Dingell
Quadrant Planning
3455 Cliff Shadow Parkway, #220
Las Vegas, Nevada 89129

EOT-37926

QUADRANT PLANNING

March 25, 2010

Peter Lowenstein, AICP
Planning Supervisor
City of Las Vegas
Planning and Development
731 South Fourth St
Las Vegas, NV 89101

SUBJECT: JUSTIFICATION LETTER FOR AN EXTENSION OF TIME FOR SDR-25760

Dear Peter:

My office represents the applicant in the above mentioned request which is a request to extend a previously approved site development plan, SDR-25760. SDR-25760 was approved by the Las Vegas City Council on April 16, 2008. Due to current economic conditions, the applicant is requesting two additional years to commence with the project.

Should any further information be desired feel free to contact me at 702-242-4949.

Sincerely,

CHRIS DINGELL, AICP
PLANNING COORDINATOR

3455 Cliff Shadows Pkwy, Suite 220
Las Vegas, NV 89129
P: 702 395 3154
F: 702-242-0414

EOT-37926

City of Las Vegas Agenda Item No.: **47.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JUNE 2, 2010

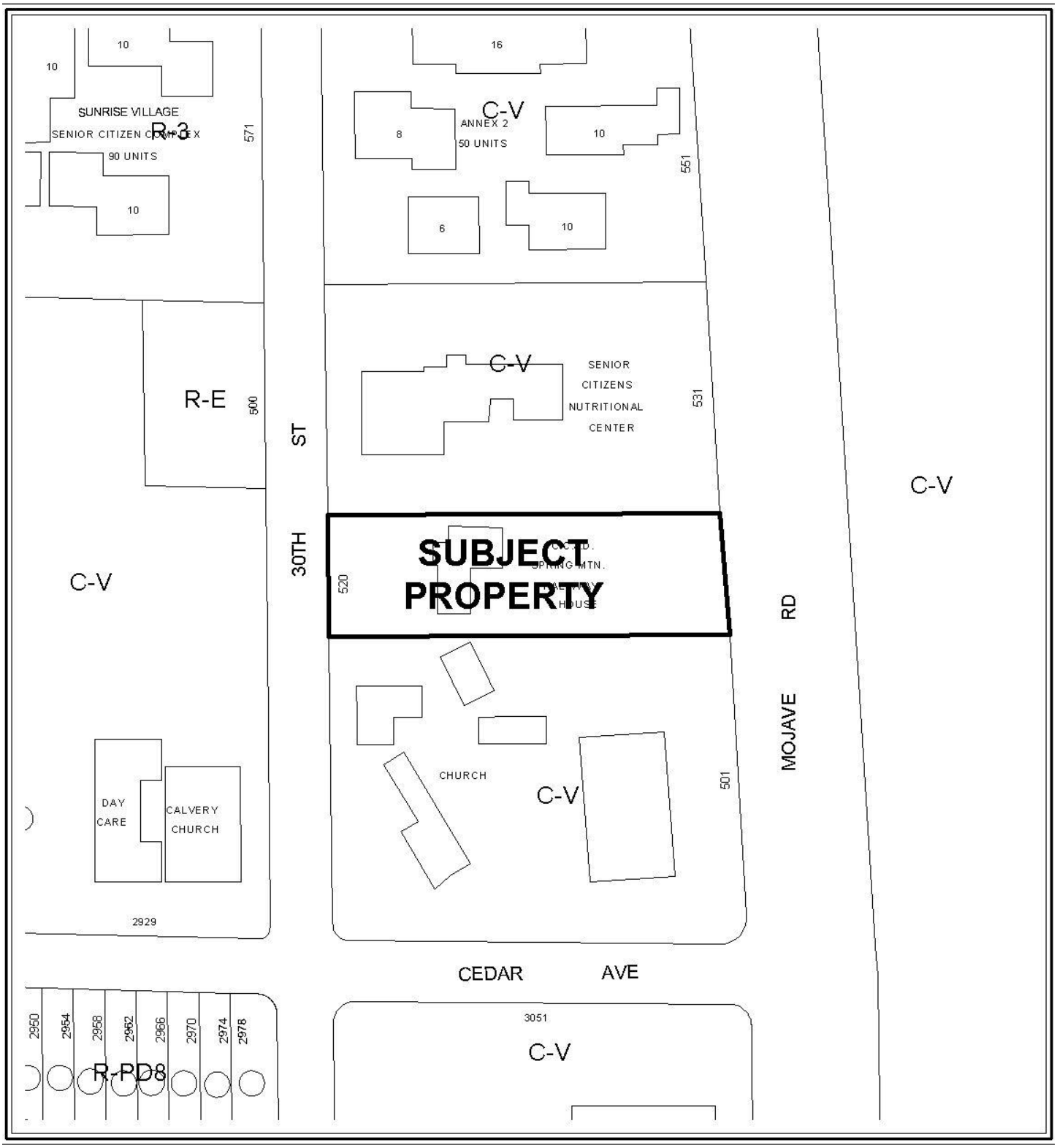
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☒ **Consent** ☐ **Discussion**

SUBJECT:
EOT-37928 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT: RITTER CHARITABLE TRUST - OWNER: COUNTY OF CLARK - Request for an Extension of Time of a previously approved Site Development Plan Review (SDR-12344) FOR AN ADDITIONAL PROPOSED 5,000 SQUARE-FOOT BUILDING TO AN EXISTING HALFWAY HOUSE FACILITY on 1.1 acres at 521 North Mojave Road (APN 139-36-501-005), C-V (Civic) Zone, Ward 3 (Reese). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. City Council Approval Letter for EOT-27206
6. City Council Approval Letter for SDR-12344
7. Justification Letter



0 100 200 Feet

CASE: **EOT-37928**

ZONING OF SUBJECT PROPERTY: C-V (CIVIC)

N

0 100 200 Feet

CASE: **EOT-37928**

ZONING OF SUBJECT PROPERTY: C-V (CIVIC)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JUNE 2, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: RITTER CHARITABLE TRUST - OWNER: COUNTY OF CLARK

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-37928	Staff recommends APPROVAL, subject to conditions.	None

** CONDITIONS **

EOT-37928 CONDITIONS

Planning and Development

1. This Site Development Plan Review (SDR-12344) shall expire on June 7, 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-12344) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site currently has an existing Halfway House Facility with a previously approved Site Development Plan Review (SDR-12344) for an additional 5,000 square-foot building at 521 North Mojave Road. The applicant has not yet submitted any plans for review nor have building permits been issued for the new facility. There have not been any changes in land use or development in the surrounding areas. Staff conducted a field check of the subject site and found the area free of trash/debris and landscape areas being maintained, but had chain link fencing with barbed-wire on the property and an illegal wooden sign. The applicant is requesting the Extension of Time to raise additional funds to complete the improvements. Staff has no objection to the request and recommends approval. If denied, the Site Development Plan Review (SDR-12344) would be allowed to expire.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
06/07/06	The City Council approved a request for a Site Development Plan Review (SDR-12344) for an additional proposed 5,000 square-foot building to an existing Halfway House Facility on 1.10 acres at 521 North Mojave Road. The Planning Commission recommended approval on 04/27/06.
05/07/08	The City Council approved a request for an Extension of Time (EOT-27206) of a previously approved Site Development Plan Review (SDR-12344) for an additional proposed 5,000 square-foot building to an existing Halfway House Facility on 1.10 acres at 521 North Mojave Road.

Related Building Permits/Business Licenses	
10/23/08	A building permit (110200) was issued to restripe the parking area at 520 30th Street. The permit was finalized on 01/02/09.
No business licenses have been issued for the facility.	

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	
04/18/10	Staff conducted a field check of the subject site with the following observations: • The area was clean and free of trash/debris with the landscaping areas being well maintained • The property was enclosed by chain link fencing with barbed wire • An illegal wooden sign on a pole advertises the business as "Clark County DF & YS, Spring Mountain Residential Center, 520 N. 30th Street, Las Vegas, Nevada"

Details of Application Request	
Site Area	
Gross Acres	1.10

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Halfway House Facility	PF (Public Facility)	C-V (Civic)
North	Nutritional Center	PF (Public Facility)	C-V (Civic)
South	Church	PF (Public Facility)	C-V (Civic)
East	Golf Course	PR-OS (Parks/Recreation/Open Space)	C-V (Civic)
West	Church and Day Care Center	PF (Public Facility)	C-V (Civic)

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

ANALYSIS

This is the second request for an Extension of Time of a previously approved Site Development Plan Review (SDR-12344) for an additional 5,000 square-foot building for an existing Halfway House Facility located at 521 North Mojave Road. Staff conducted a field check of the subject site and found chain link fencing with barbed wire on the property, in addition to an illegal wooden sign advertising the business. A research of applications and building permits found a request for a Site Development Plan Review (SDR-5649) processed on 11/23/04 requesting additional security fencing around an existing storage area, but the applicant did not pursued the request administratively as directed by staff; there is no history of a building permit for the sign.

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-12344) has not met the requirements as outlined in Title 19.18.050 to exercise the entitlement as no building permits have yet to be issued for the proposed project. On 04/28/10, the violations noted during the site inspection were forwarded to Code Enforcement for action. The applicant is requesting the Extension of Time to raise additional funds to complete the improvements. Staff is recommending approval with a two-year time limit. Conformance to the conditions of approval of the Site Development Plan Review (SDR-12344) shall be required.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-37928** APN: 139-36-501-005

Name of Property Owner: County of Clark

Name of Applicant: Ritter Charitable Trust

Name of Representative: Kaempfer Crowell

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: Carel Carter

Print Name: CAREL CARTER
Asst. Director of Real Property Mgt.

Subscribed and sworn before me

This 17 day of MARCH, 2010

Monique Ortiz Arroyo
Notary Public in and for said County and State

MONIQUE ORTIZ ARROYO
Notary Public State of Nevada
No 07-5078-1
My appt. exp. Oct. 24, 2011

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time

Project Address (Location) 521 N. Mojave Road

Project Name FYS Det. Halfway House **Proposed Use** _____

Assessor's Parcel #(s) 139-36-501-005 **Ward #** 3

General Plan: existing _____ proposed _____ **Zoning:** existing C-V proposed _____

Commercial Square Footage N/A **Floor Area Ratio** N/A

Gross Acres 1.1 **Lots/Units** 1 **Density** N/A

Additional Information _____

PROPERTY OWNER County of Clark **Contact** Randy Tarr

Address 500 S. Grand Central Pkwy **Phone:** 455-6462 **Fax:** _____

City Las Vegas **State** NV **Zip** 89155

E-mail Address _____

APPLICANT Ritter Charitable Trust **Contact** Jason Thompson

Address 3455 Cliff Shadows Pkwy **Phone:** 242-4949 **Fax:** 242-0414

City Las Vegas **State** NV **Zip** 89129

E-mail Address _____

REPRESENTATIVE Kaempfer Crowell Renshaw Gronauer & Fiorentino **Contact** Mark Fiorentino

Address 8345 W. Sunset Rd, Ste 250 **Phone:** 792-7000 **Fax:** _____

City Las Vegas **State** NV **Zip** 89113

E-mail Address _____

Property Owner Signature* Carel Carter

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name CAREL CARTER Asst. Director of Real Property Mgt.

Subscribed and sworn before me

This 17 day of MARCH, 20 10.

Monique Ortiz Arroyo

Notary Public in and for said County and State

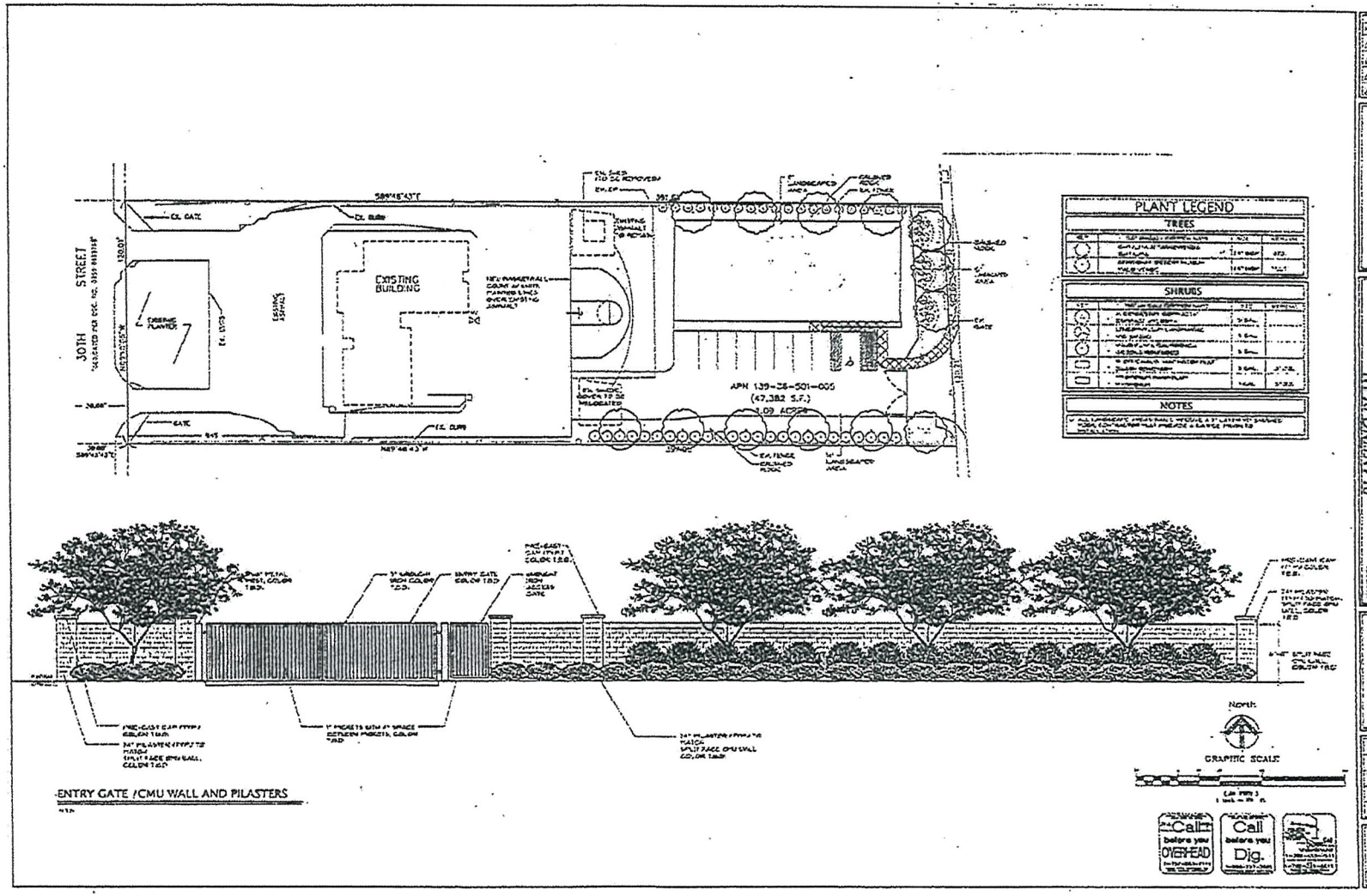
MONIQUE ORTIZ ARROYO
Notary Public State of Nevada
No 07-5078-1
My appt. exp. Oct. 24, 2011

FOR DEPARTMENT USE ONLY

Case #	EOT-37928
Meeting Date:	6.2.10
Total Fee:	300-
Date Received:*	4.12.10
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

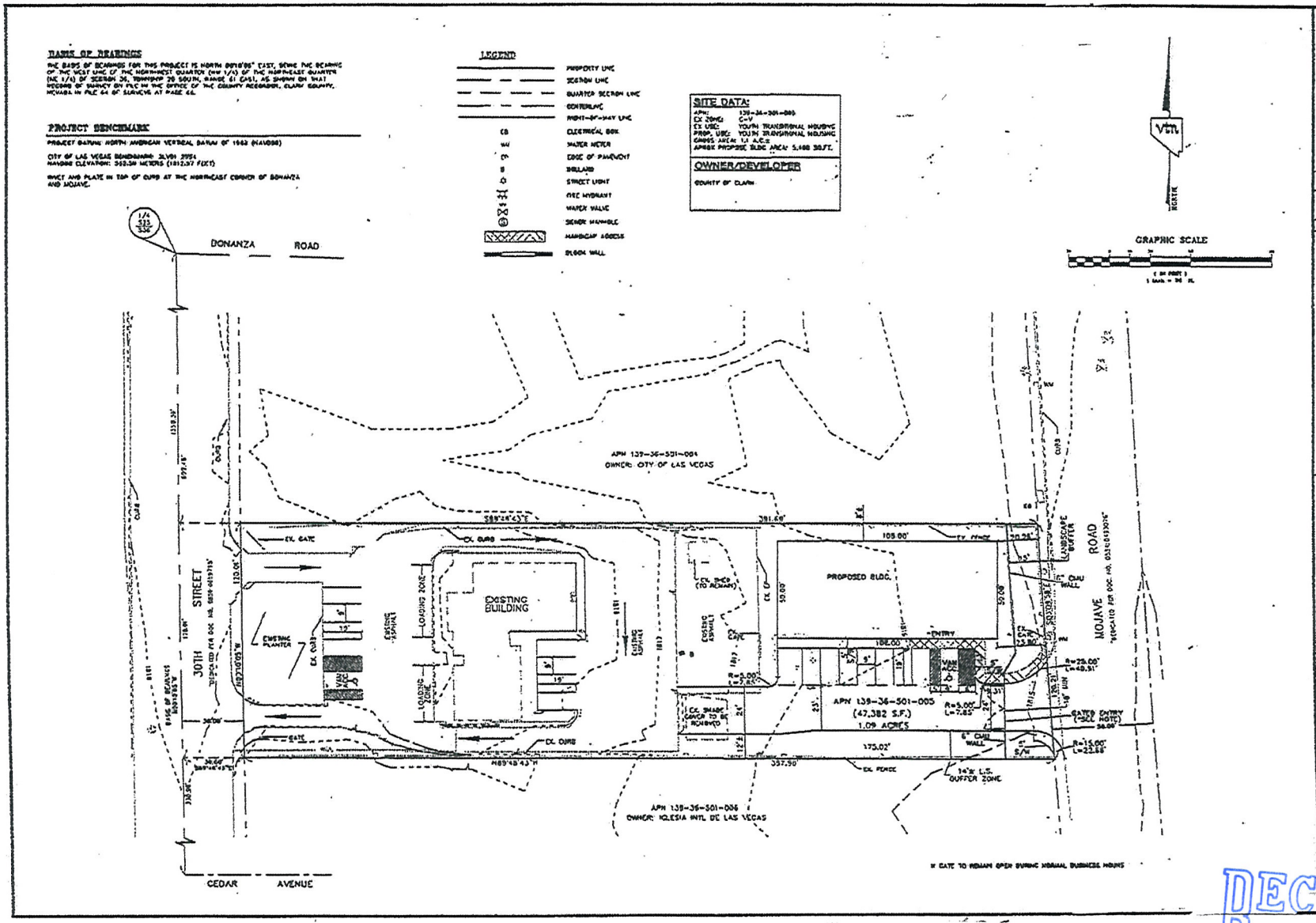


PLANTING PLAN

SPRING MOUNTAIN YOUTH TRANSITION CENTER
CLARK COUNTY, NEVADA

L1.1

RECEIVED
APR 12 2010
EOT-37928



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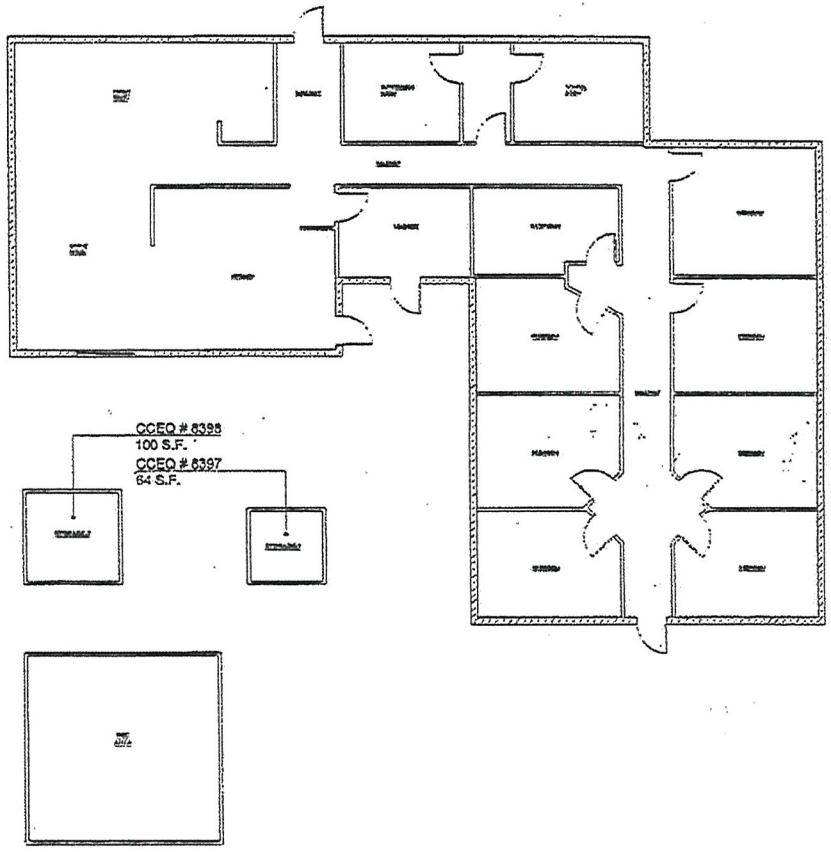
EOT-37928

Occupant		NSF/Floor	GSF/Floor
JC7.5	DJJS	3,249 SF	3,449 SF



JMA ARCHITECTURE STUDIOS

Clark County
Needs Assessment
Clark County, Las Vegas, Nevada

FYS Detention
Hallway House
CCEQ # 6397
4360

8355

A FYS Detention Storage House

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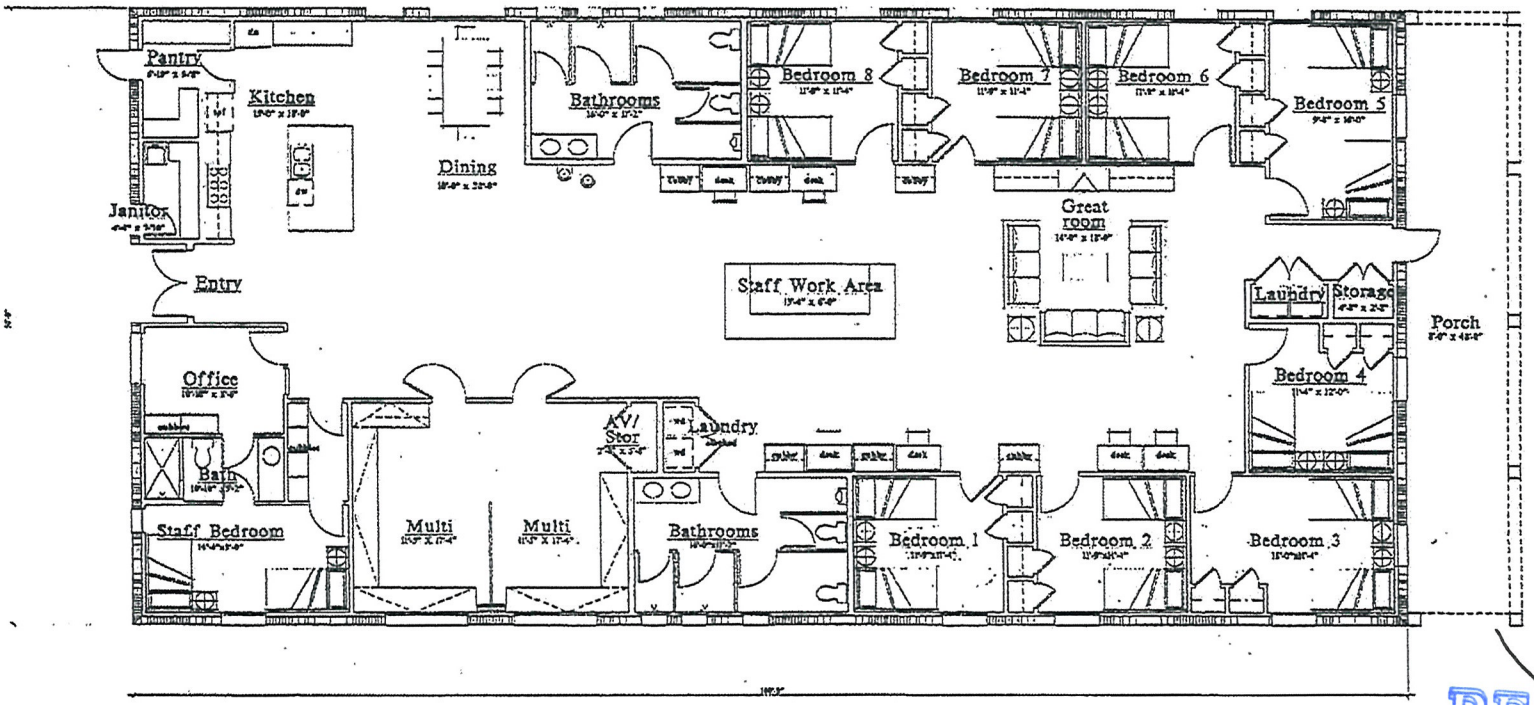
APR 12 2010
EOT-37928



FOCUS PROPERTY GROUP
KTGY NO: 20051025

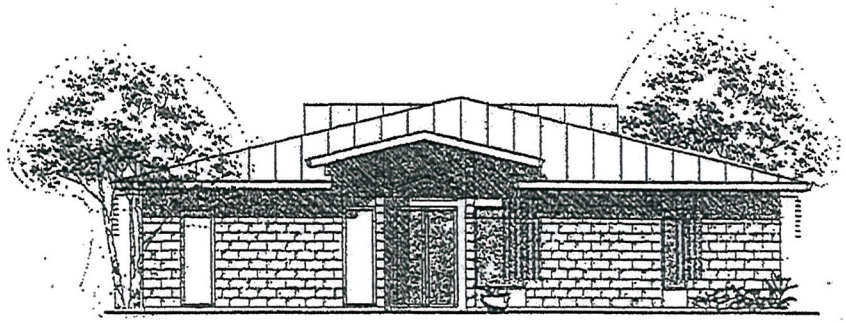
YOUTH TRANSITIONAL CENTER
HENDERSON, NEVADA

RECEIVED
APR 12 2010

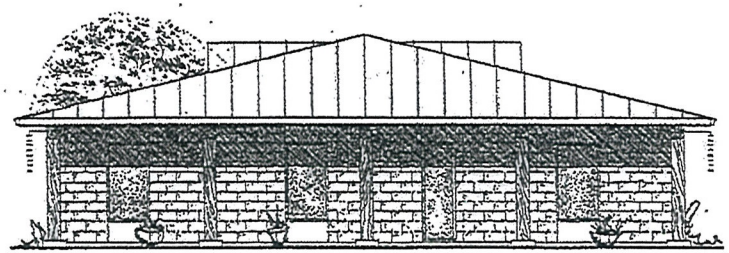
RECEIVED
APR 12 2010

RECEIVED
APR 12 2010

EOT-37928



FRONT ELEVATION

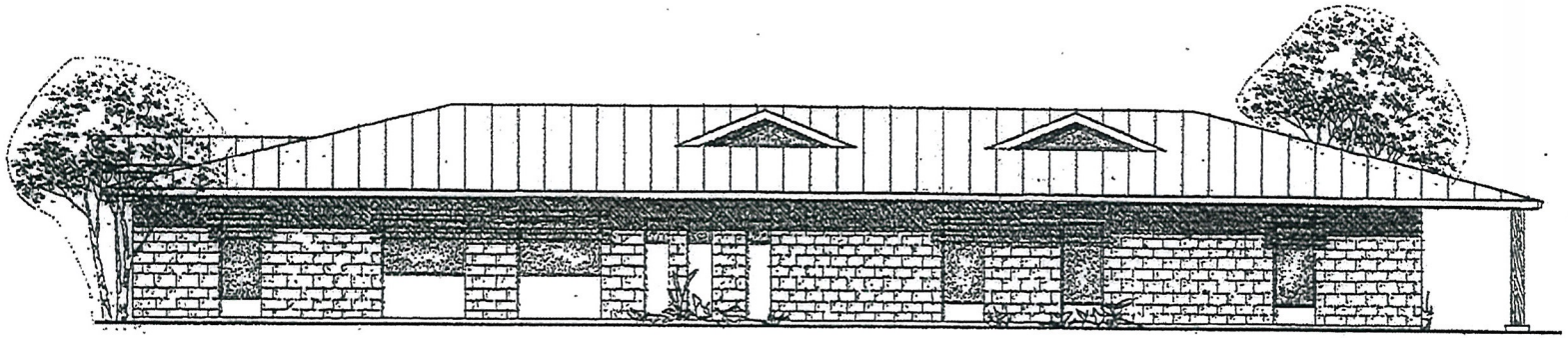


REAR ELEVATION

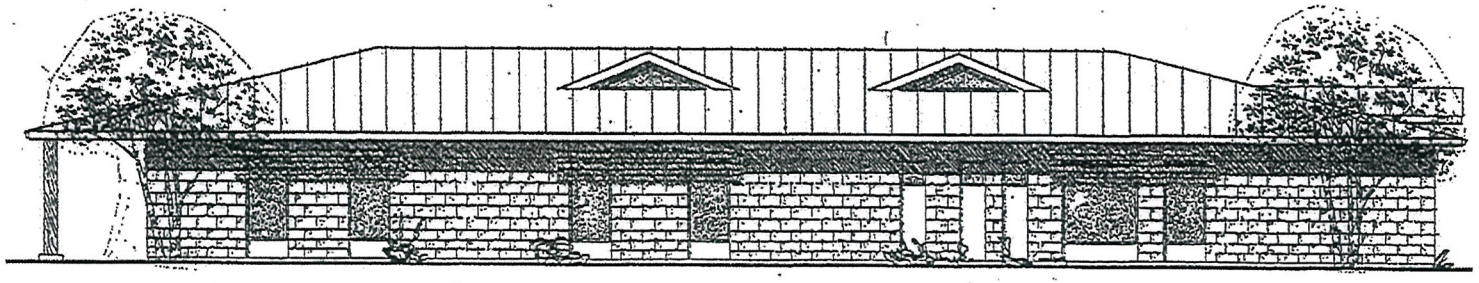
FOCUS PROPERTY GROUP
KTGY NO. 20051025

YOUTH TRANSITIONAL CENTER
HENDERSON, NEVADA

RECEIVED
APR 12 2010
EOT-37928



RIGHT ELEVATION



LEFT ELEVATION

FOCUS PROPERTY GROUP
KTGY NO. 20051025

YOUTH TRANSITIONAL CENTER
HENDERSON, NEVADA

RECEIVED
APR 12 2010
EOT-37928

EOT-37928 - APPLICANT: RITTER CHARITABLE TRUST - OWNER: COUNTY OF CLARK
521 NORTH MOJAVE ROAD

04/15/10

EOT-37928 - APPLICANT: RITTER CHARITABLE TRUST - OWNER: COUNTY OF CLARK
521 NORTH MOJAVE ROAD

04/15/10

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04/15/10

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521 NORTH MOJAVE ROAD

04/15/10

EOT-37928 - APPLICANT: RITTER CHARITABLE TRUST - OWNER: COUNTY OF CLARK
521 NORTH MOJAVE ROAD

04/15/10

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

May 9, 2008

Mr. Randy Tarr
Clark County
500 Grand Central Parkway
Las Vegas, Nevada 89155

RE: EOT-27206 – EXTENSION OF TIME
CITY COUNCIL MEETING OF MAY 7, 2008

Dear Mr. Tarr:

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-12344) FOR AN ADDITIONAL 5,000 SQUARE-FOOT BUILDING TO AN EXISTING HALFWAY HOUSE FACILITY on 1.1 acres at 521 North Mojave Road (APN 139-36-501-005), C-V (Civic) 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 Review (SDR-12344) shall expire on 06/07/10 unless another Extension of Time is approved by the City Council.

2. Conformance to the Conditions of Approval for Site Development Review (SDR-12344) and all other related actions as required by the Planning and Development Department and Department of Public Works.

Sincerely,

Lean Coleman
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. Lenny Badger
Ritter Charitable Trust
3455 Cliff Shadows Parkway
Las Vegas, Nevada 89129

Ms. Liz Sorokac
Kummer Kaempfer Bonner Renshaw & Ferrario
3800 Howard Hughes Parkway, 7th Floor
Las Vegas, Nevada 89109

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

EOT-37928

Post-it® Fax Note 7671	Date 6/19/06	# of pages 3
To Adrienne Coy	From Sandra Norskog	
Co-Dept	Co	
Phone # 265 2793	Phone # 455 4962	
Fax # 896 6786	Fax #	

CC - 771

Lawyer to Adrienne Coy

6/19

RECEIVED

JUN 13 2006

DEPT OF REAL PROPERTY MGMT.

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS

DOUGLAS A. SELBY
CITY MANAGER

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702 229 6011
TTY 702 386 9108
www.lasvegasnevada.gov

June 9, 2006

Ms. Sandra Norskog
Clark County
500 Grand Central Parkway
Las Vegas, Nevada 89155

RE: SDR-12344 – SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF JUNE 7, 2006

Dear Ms. Norskog:

The City Council at a regular meeting held June 7, 2006 APPROVED the request for a Site Development Plan Review FOR AN ADDITIONAL PROPOSED 5,000 SQUARE-FOOT BUILDING TO AN EXISTING HALFWAY HOUSE FACILITY on 1.1 acres at 521 North Mojave Road (APN 139-36-501-005), C-V (Civic) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on June 8, 2006. This approval is subject to

Planning and 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 and landscaping plan date stamped 04/10/06, floor plan and building elevations, date stamped 03/14/06, except as amended by conditions herein.

3. The applicant shall construct a new trash enclosure with gates for the existing trash bin located in the center of the subject site, subject to review and approval by the Planning Department.

4. The landscaping located on the entire property shall be maintained and trimmed at all times.

5. 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: include nine (9)

EOT-37928

additional 24-inch box Palo Verde trees and 18 bushes along the perimeter of the west side of the subject site, subject to review and approval by the Planning Department.

6. 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.

7. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

8. Air conditioning units shall not be mounted on rooftops.

9. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

10. Parking lot lighting standards shall be no more than 20 feet in height and shall utilize downward-directed lights with full cut-off luminaires. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.

11. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

12 All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

13. Remove all substandard public street improvements, if any, adjacent to this site and replace with new improvements meeting current City Standards concurrent with on-site development activities.

14. The proposed entry gates shall be set back a sufficient distance (a minimum of 18 feet) to allow a vehicle to pull completely out of the public street right of way before parking to manually operate the gate as required by the Department of Public Works. The installation of either swing gates or rolling gates is acceptable as long as no part of the gates, either in the opened or closed position, intrude into the public right of way.

15. The proposed fencing and landscaping installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections. Only the lower 2 feet may be solid within the sight zones. The Traffic Engineer shall have final approval of the proposed fence and access gate location to ensure that sight visibility requirements are adequately met.

16. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing drainage paths 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 drainage ways as recommended.

Sincerely,

Angela Crotti
Deputy City Clerk II for
Barbara Jo Ronemus, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. Lenny Badger
Ritter Charitable Trust
3455 Cliff Shadows Parkway, Suite #220
Las Vegas, Nevada 89129

Mr. Joel V. McCulloch
Quadrant Planning
3455 Cliff Shadows Parkway, Suite #220
Las Vegas, Nevada 89129

EOT-37928

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
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

April 12, 2010

VIA HAND DELIVERY

CITY OF LAS VEGAS
PLANNING & DEVELOPMENT
731 S. Fourth St.
Las Vegas, NV 89101

Re: Justification Letter – Extension of Time for SDR-12344
APN: 139-36-501-005

To Whom It May Concern:

Please be advised this office represents the Ritter Charitable Trust (the "Applicant") in the above referenced matter. SDR-12344 was initially approved by the Las Vegas City Council on or about June 7, 2006. SDR-12344 approved a 5,000 square foot addition to an existing Youth Transitional Center. The Applicant needs more time to complete the fundraising for the improvements to the Youth Transitional Center.

Thank you for your consideration of this request and please contact me if you have any further questions regarding this matter.

Sincerely,

KAEMPFER CROWELL RENSHAW GRONAUER & FIORENTINO

Anthony J. Celeste

AJC/

EOT-37928

City of Las Vegas Agenda Item No.: **48.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JUNE 2, 2010

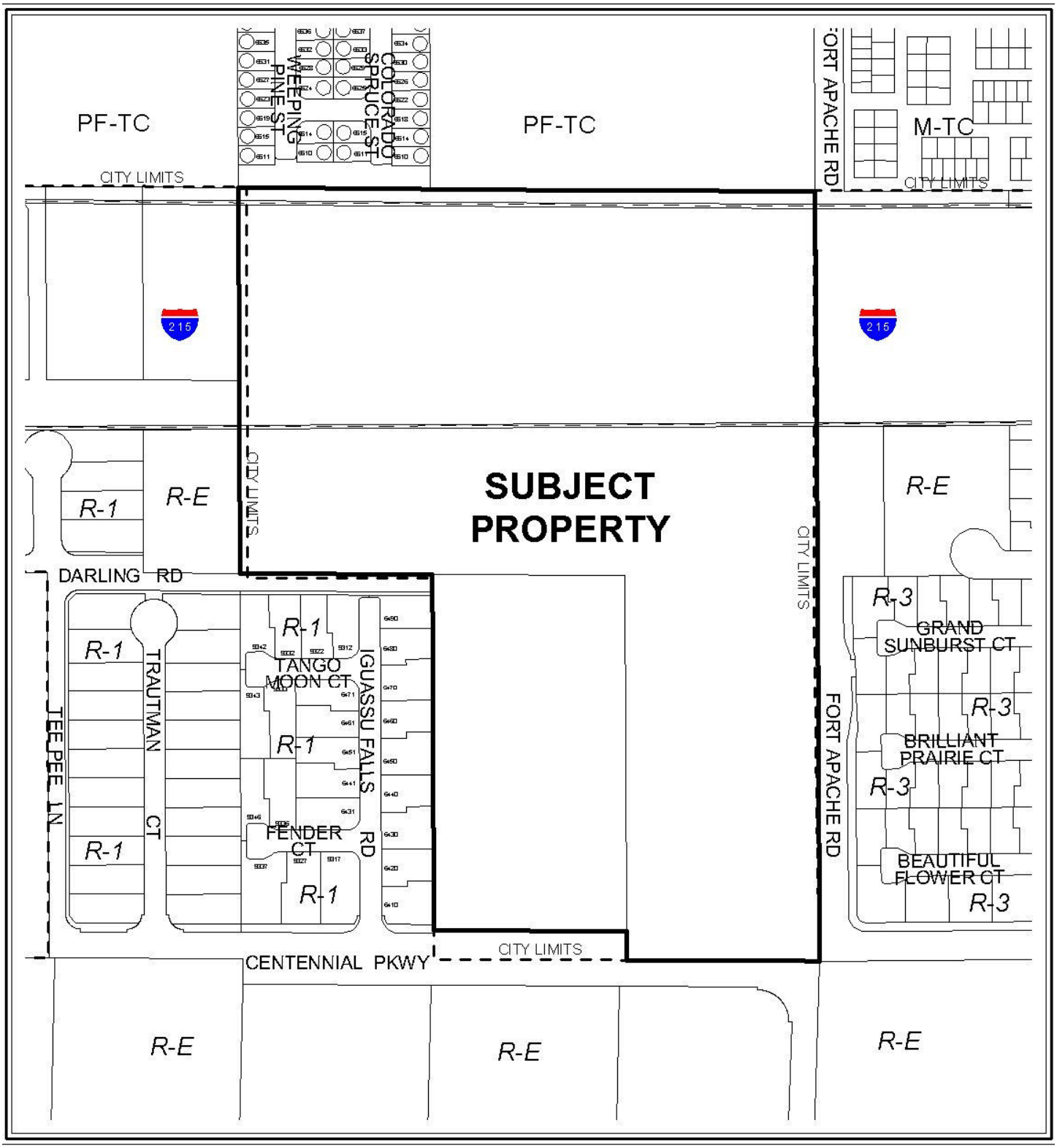
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☒ **Consent** ☐ **Discussion**

SUBJECT:
EOT-37953 - 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-27508) FOR A PROPOSED 10,719 SQUARE-FOOT UTILITY INSTALLATION on 14.0 acres at the northwest corner of Fort Apache Road and Centennial Parkway (APNs 125-19-802-006 and 013), C-V (Civic) 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. City Council Approval Letter for SDR-27508
6. Justification Letter



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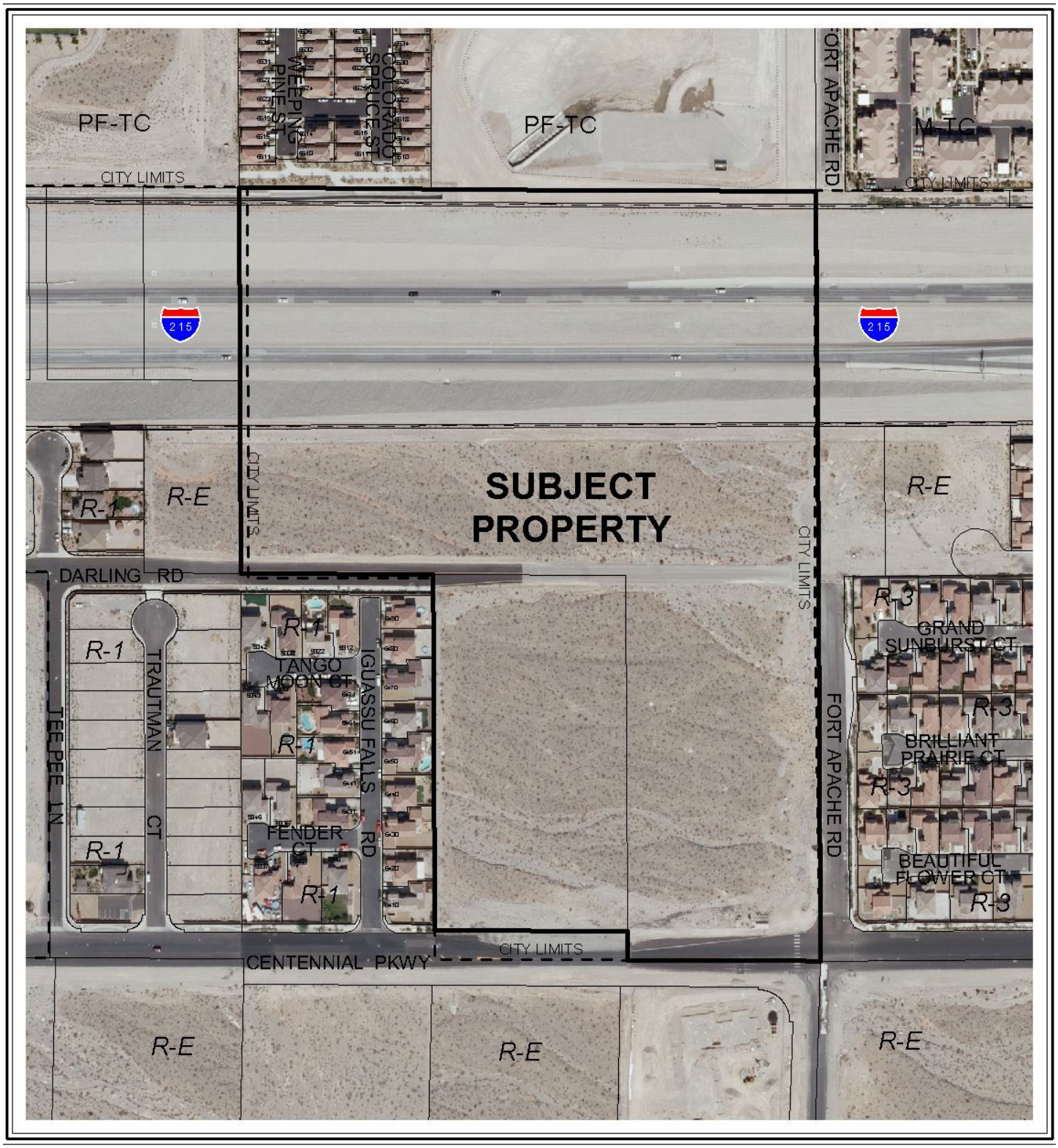
CASE: **EOT-37953**

ZONING OF SUBJECT PROPERTY: C-V (CIVIC)

N



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CASE: **EOT-37953**

ZONING OF SUBJECT PROPERTY: C-V (CIVIC)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JUNE 2, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: LAS VEGAS VALLEY WATER DISTRICT

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-37953	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

EOT-37953 CONDITIONS

Planning and Development

1. This Site Development Plan Review (SDR-27508) shall expire on June 4, 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-27508) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is currently undeveloped land with a previously approved Site Development Plan Review (SDR-27508) for a proposed 10,719 square-foot Utility Installation at the northwest corner of Fort Apache Road and Centennial Parkway. No plans have been submitted for review nor have any building permits been issued for the proposed project. Since the approval of the Site Development Plan Review (SDR-27508), there have not been any changes in land use or new development in the surrounding areas. The applicant is requesting a three-year Extension of Time due to the current economic crisis, budget concerns, plus additional time for the customized fabrication of the specialized components. Staff has no objection to the request and recommends approval. If denied, the Site Development Plan Review (SDR-27508) will be allowed to expire.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
11/21/07	The City Council approved a request to amend a portion of the Centennial Hills Sector Plan of the Master Plan (GPA-24534) from L (Low Density Residential) to PF (Public Facilities) on 8.80 acres at the northwest corner of Fort Apache Road and Centennial Parkway. The Planning Commission recommended approval on 10/25/07.
	The City Council approved a related request for Rezoning (ZON-24536) from U (Undeveloped) [L (Low Density Residential) General Plan Designation] to C-V (Civic).
02/06/08	The City Council approved a request for a Petition to Annex (ANX-24899) approximately 5 acres of property located approximately 340 feet west of North Apache Road and north of West Centennial Parkway with an effective date of 02/15/08. The Planning Commission recommended approval on 11/29/07.
05/21/08	The City Council approved a request to amend a portion of the Centennial Hills Sector Plan of the Master Plan (GPA-27383) from L (Low Density Residential) to PF (Public Facilities) on 5.07 acres on the north side of Centennial Parkway approximately 330 feet west of Fort Apache Road. The Planning Commission recommended approval on 04/24/08.
06/04/08	The City Council approved a request for Rezoning (ZON-27507) from U (Undeveloped) [L (Low Density Residential) General Plan Designation] to C-V (Civic) on 5.0 acres on the north side of Centennial Parkway approximately 330 feet west of Fort Apache Road. The Planning Commission recommended approval on 05/08/08.
	The City Council approved a related request for a Site Development Plan Review (SDR-27508) for a proposed 10,719 square-foot Utility Installation.

Related Building Permits/Business Licenses
There are no business licenses for the subject site, nor have any building permits 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	
04/22/10	Staff conducted a field check of the subject site with the following observations: • The site is undeveloped with some scattered trash. • There was a wooden sign advertising the proposed project.

Details of Application Request	
Site Area	
Gross Acres	14.0

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped Land-Proposed Utility Installation	PF (Public Facilities)	C-V (Civic)
North	Right-of-Way (ROW)	Right-of-Way (ROW)	Right-of-Way (ROW)
South	Undeveloped Land - Clark County	RNP (Rural Neighborhood Preservation) - Clark County	R-E (Rural Estates Residential) - Clark County
East	Single Family Dwellings	RS (Residential Suburban) - Clark County	R-2 (Medium Density Residential) - Clark County
West	Single Family Dwellings	RS (Residential Suburban) - Clark County	R-1 (Single Family 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	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-27508) for a proposed 10,719 square-foot Utility Installation on 14.0 acres located at the northwest corner of Fort Apache Road and Centennial Parkway. No plans have been submitted for review nor have any building permits been issued for the proposed project. Since the approval of the Site Development Plan Review (SDR-27508), there have not been any changes in land use or new development in the surrounding areas.

Title 19.18.050 deems a Site Development Plan Review exercised upon the issuance of building permits for the principal structure on site, unless otherwise specified in connection with its approval.

FINDINGS

The Site Development Plan Review (SDR-27508) has not met Title 19.18.050 requirements to exercise the entitlement as no building permits have yet to be issued. The applicant is requesting a three-year Extension of Time due to the current economic crisis, budget concerns, plus additional time for the customized fabrication of the specialized components. 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-27508) shall be required.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

DS

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: EOT-37953 APN: 125-19-802-013, 125-19-802-006

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 13th day of April, 2010

Joan Swakley

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

RECEIVED
APR 14 2010

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Site Development Plan Review - Extension of Time

Project Address (Location) 9250 W. Centennial Parkway

Project Name LVVWD C1232 **Proposed Use** Water Facility

Assessor's Parcel #(s) 125-19-802-013, 125-19-802-006 **Ward #** 6 - Ross

General Plan: existing PF proposed _____ **Zoning:** existing CV proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 14.0 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Las Vegas Valley Water District **Contact** Patricia Mulroy

Address 1001 S. Valley View Boulevard **Phone:** 258-3266 **Fax:** 258-3811

City Las Vegas **State** Nevada **Zip** 89153

E-mail Address _____

APPLICANT Las Vegas Valley Water District **Contact** Shawn P. Mollus

Address 1001 S. Valley View Boulevard **Phone:** 258-3266 **Fax:** 258-3811

City Las Vegas **State** Nevada **Zip** 89153

E-mail Address _____

REPRESENTATIVE Las Vegas Valley Water District **Contact** Peter J. Jauch

Address 1001 S. Valley View Boulevard **Phone:** 258-3240 **Fax:** 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 13th day of April, 20 10.

Joan Swakley

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

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	EOT - 37953
Meeting Date:	06/02/10
Total Fee:	$300.00
Date Received:*	04/14/10
Received By:	Jonathan B.

RECEIVED
APR 14 2010

*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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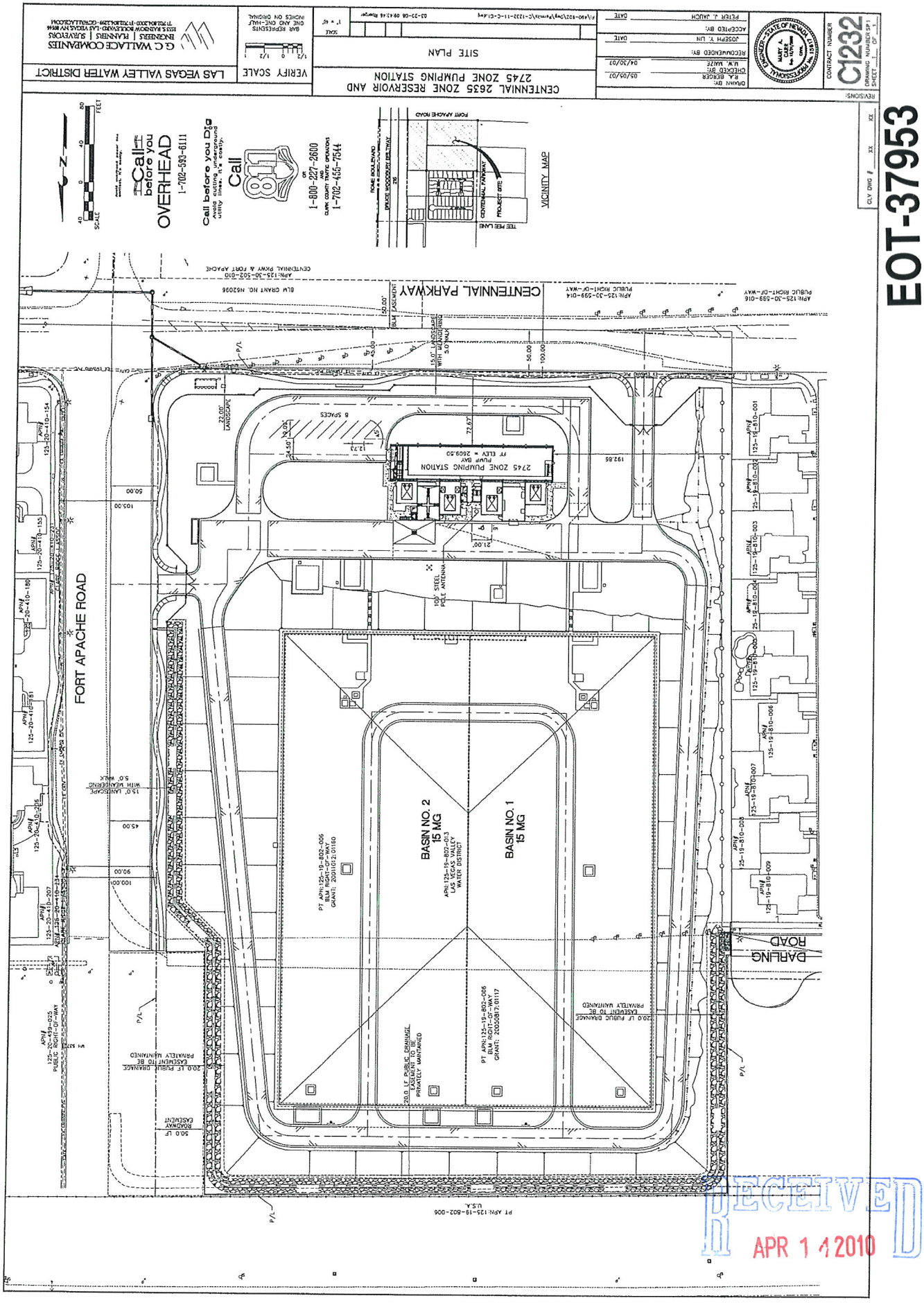
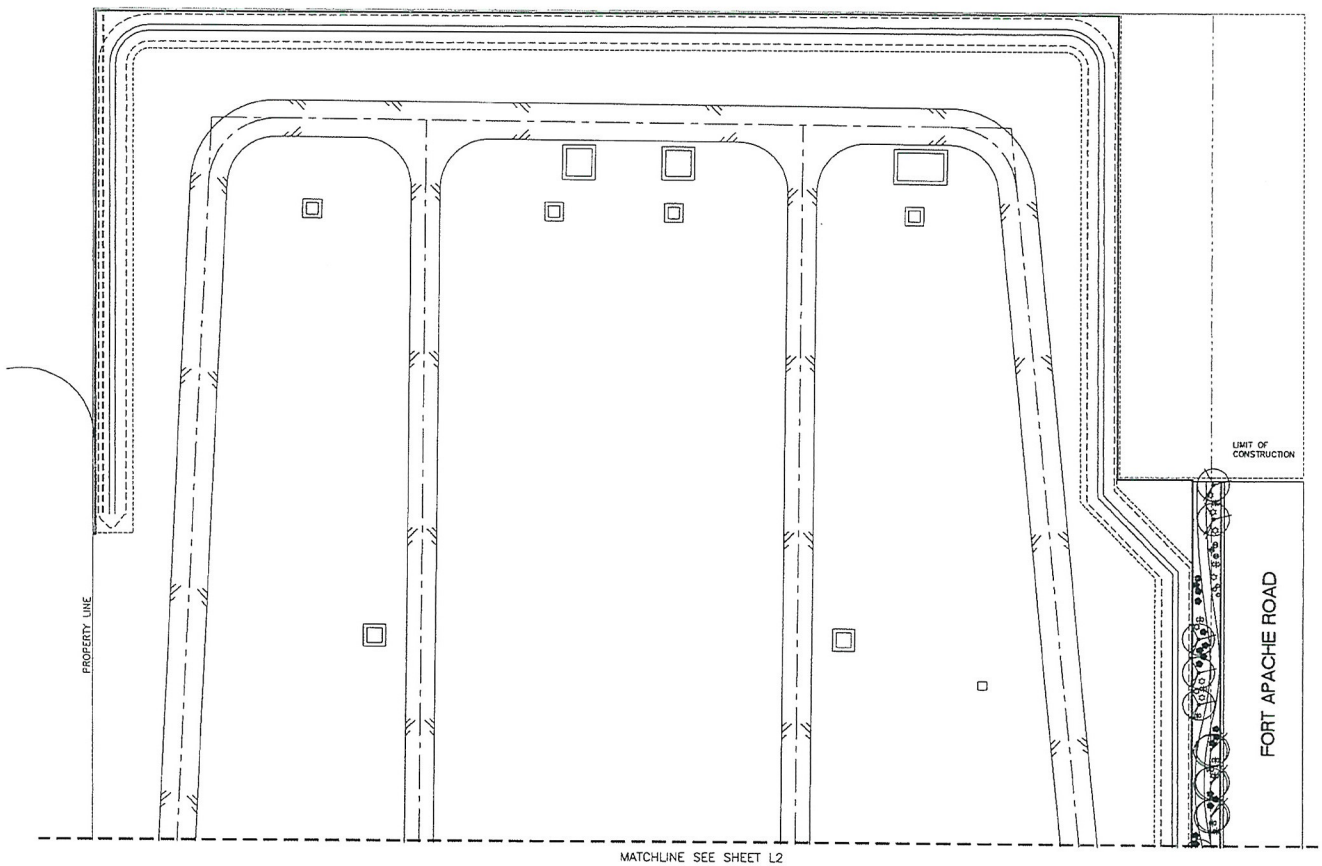

CENTENNIAL 2635 ZONE RESERVOIR AND
2745 ZONE PUMPING STATION
SITE PLAN
LAS VEGAS VALLEY WATER DISTRICT
G C WALLACE COMPANIES
ENGINEERS | PLANNERS | SURVEYORS
1555 S RAINBOW BOULEVARD - LAS VEGAS NV 89146
CONTRACT NUMBER C1232
DRAWING NUMBER SP 1
SHEET 1 OF 1
DRAWN BY: R.A. BEDKER
CHECKED BY: M.W. MAZE
RECOMMENDED BY:
ACCEPTED BY:
JOSEPH Y. LIN
PETER J. JAUCH
VICINITY MAP
Call before you Dig
Call 811
1-800-227-2600
AND
CLARK COUNTY TRAFFIC SIGNALS
1-702-455-7044
Call before you OVERHEAD
1-702-598-6111
CENTENNIAL PARKWAY
FORT APACHE ROAD
DARLING ROAD
2745 ZONE PUMPING STATION
PUMP BAY
FF ELEV = 2609.50
BASIN NO. 2
15 MG
BASIN NO. 1
15 MG
100' STEEL POLE ANTENNA
8 SPACES
22.00' LANDSCAPE
15.0' LANDSCAPE WITH MEANDERING 5.0' WALK
20.0' LF PUBLIC DRAINAGE EASEMENT TO BE PRIVATELY MAINTAINED
50.0' LF ROADWAY EASEMENT
PT APN: 125-19-802-006
BLM PATENT: 27-2000
GRANT: 20010121:00160
APN: 125-19-802-013
LAS VEGAS VALLEY WATER DISTRICT
PT APN: 125-19-802-006
BLM PATENT: 27-2000
GRANT: 20000817:01117
PT APN: 125-19-802-006
U.S.A.
APN: 125-30-502-010
CENTENNIAL PKWY & FORT APACHE
APN: 125-30-599-014
PUBLIC RIGHT-OF-WAY
APN: 125-30-599-016
PUBLIC RIGHT-OF-WAY
APN: 125-20-499-025
PUBLIC RIGHT-OF-WAY
BLM GRANT NO. N62096
50.00' BLM EASEMENT
15.0' LANDSCAPE WITH MEANDERING 5.0' WALK
APN# 125-20-410-154
APN# 125-20-410-155
APN# 125-20-410-180
APN# 125-20-410-181
APN# 125-20-410-206
APN# 125-20-410-207
APN# 125-20-410-231
APN# 125-19-810-001
APN# 125-19-810-002
APN# 125-19-810-003
APN# 125-19-810-004
APN# 125-19-810-005
APN# 125-19-810-006
APN# 125-19-810-007
APN# 125-19-810-008
APN# 125-19-810-009
60.00
105.00
45.00
90.00
100.00
192.86
72.67
21.00'
12.23
24.50'
50.00
100.00
FEET
SCALE
VERIFY SCALE
BAR REPRESENTS ONE AND ONE-HALF INCHES ON ORIGINAL
SCALE 1" = 40'
EOT-37953
RECEIVED
APR 1 1 2010



MATCHLINE SEE SHEET L2

PLANT SCHEDULE

SYMBOL	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	REMARKS	
	TREES					
	CHILOPSIS LINEARIS 'WARREN JONES'	DESERT WILLOW	15	24" BOX	STANDARD TRUNK	MIN. SPEC. 7'Ht.x4'Wx1-1/4"C
	RHUS LANCEA	AFRICAN SUMAC	8	36" BOX	STANDARD TRUNK	MIN. SPEC. 8'Ht.x6'Wx2"C
	ACACIA STENOPHYLLA	SHOESTRING ACACIA	14	24" BOX	STANDARD TRUNK	MIN. SPEC. 8'Ht.x4'Wx1-1/2"C
	SHRUBS					
	LARREA TRIDENTATA	CREOSOTE BUSH	10	5 GAL		
	LEUCOPHYLLUM LANGMANIAE 'RIO BRAVO'	RIO BRAVO SAGE	20	5 GAL		
	LEUCOPHYLLUM CANDIDUM 'THUNDER CLOUD'	THUNDER CLOUD RANGER	34	5 GAL		
	GROUND COVERS					
	LANTANA SP. 'NEW GOLD'	NEW GOLD LANTANA	51	5 GAL		
	LANTANA SP. 'IRENE'	IRENE LANTANA	58	5 GAL		
	LANTANA SP. 'RADIATION'	RADIATION LANTANA	43	5 GAL		
	ACCENTS					
	FOUQUIERIA SPLENDENS	OCOTILLO	4	BARE ROOT 10-13 WHIPS		
	RELOCATED					
	CACTUS		50	RELOCATED		
	YUCCA		100	RELOCATED		

GENERAL NOTES:

1. CONTRACTOR IS RESPONSIBLE TO VERIFY ALL PLANT QUANTITIES. THE PLANT SCHEDULE IS INTENDED AS A REFERENCE ONLY.
2. LANDSCAPE ARCHITECT IS TO APPROVE ALL PLANT MATERIAL PRIOR TO INSTALLATION WITH PRIOR NOTICE OF 48 HOURS.
3. PLANT MATERIAL IS TO HAVE IDENTIFICATION TAGS ON 10% OF THE TOTAL QUANTITY OF EACH SPECIES, SHOWING GENUS, SPECIES, VARIETY, ETC.
4. CONTRACTOR TO PROVIDE MATCHING SIZES AND FORMS OF LIKE SHRUB SPECIES AS SHOWN ON DRAWINGS.
5. DECOMPOSED GRANITE, 1/4" MINUS, COLOR: "DESERT SUNRISE", 2" DEPTH TYPICAL IN ALL PLANTING BEDS. DECOMPOSED GRANITE SHALL CONTAIN 60% AGGREGATE AND 40% FINES. CONTRACTOR TO RECEIVE VERIFICATION FROM ROCK SUPPLIER AND PRESENT VERIFICATION TO THE OWNER PRIOR TO ANY CONSTRUCTION.

   WHOLESALE DEALER:
   MINERAL PARK DECORATIVE ROCK
   8275 NORTH MINERAL PARK ROAD
   KINGMAN, AZ 86143
   TELEPHONE: (702) 275-1371
   CONTACT: ROBIN MICKELSON
6. GEOTEXTILE FABRIC IS TO BE INSTALLED UNDER DECOMPOSED GRANITE. FABRIC IS TO BE TERRATOP WC BY WEBTECH INC. SEE DETAIL H SHEET LD1.

JWZUNINO & ASSOCIATES
LANDSCAPE ARCHITECTURE
LAND PLANNING
3191 South Jones Blvd.
Las Vegas Nevada 89146
Phone (702) 253-9390
Fax (702) 253-1016
E-Mail jwz@jwzunino.com
JWZ# 06739.00

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0 30' 60' 120'
SCALE: 1" = 60'-0"

NORTH

LANDSCAPE PLANTING PLAN

LAS VEGAS VALLEY WATER DISTRICT

G. C. WALLACE COMPANIES
ENGINEERS | PLANNERS | SURVEYORS
1555 S. RAINBOW BOULEVARD ? LAS VEGAS, NV 89146
T: 702.804.2000 ? F: 702.804.2299 ? GCWALLACE.COM

VERIFY SCALE
1/2 1/2
BAR REPRESENTS ONE AND ONE-HALF INCHES ON ORIGINAL

CENTENNIAL 2635 ZONE RESERVOIR AND 2745 ZONE PUMPING STATION

LANDSCAPE PLANTING PLAN I

LOCAL HORIZONTAL SCALE 1"= 30'

03-21-08 13:27:17 rapone
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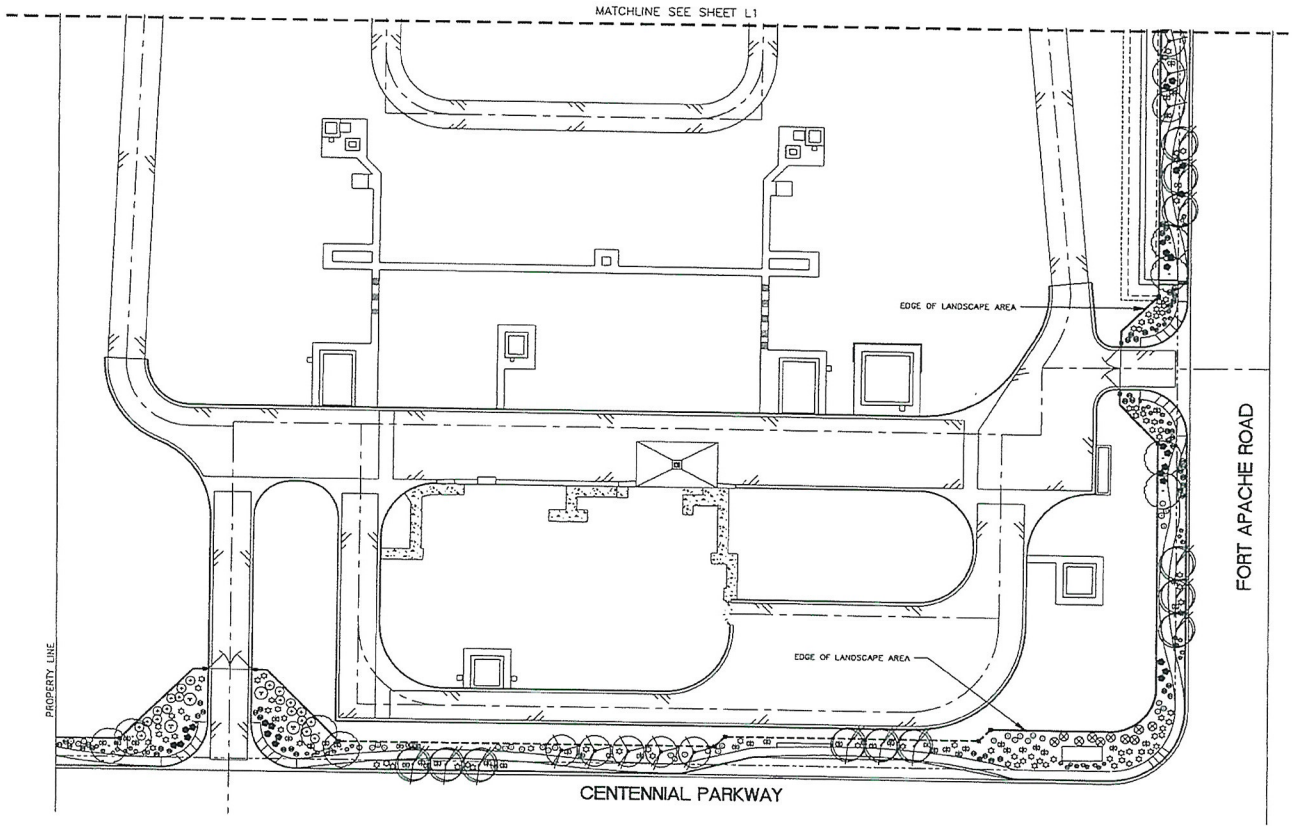
DRAWN BY: MS 11/20/07
CHECKED BY: MS 11/20/07
RECOMMENDED BY: DATE
JOSEPH Y. LIN
ACCEPTED BY: DATE
PETER J. JAUCH

REVISIONS

CONTRACT NUMBER
C1232
DRAWING NUMBER L1
SHEET 255 OF 259

100% SUBMITTAL 11/30/07

EOT-37953



PLANT SCHEDULE

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	FOUQUIERIA SPLENDENS	OCOTILLO	4	BARE ROOT 10-13 WHIPS		
	RELOCATED					
	CACTUS		50	RELOCATED		
	YUCCA		100	RELOCATED		

LANDSCAPE PLANTING PLAN

GENERAL NOTES:

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2. LANDSCAPE ARCHITECT IS TO APPROVE ALL PLANT MATERIAL PRIOR TO INSTALLATION WITH PRIOR NOTICE OF 48 HOURS.
3. PLANT MATERIAL IS TO HAVE IDENTIFICATION TAGS ON 10% OF THE TOTAL QUANTITY OF EACH SPECIES, SHOWING GENUS, SPECIES, VARIETY, ETC.
4. CONTRACTOR TO PROVIDE MATCHING SIZES AND FORMS OF LIKE SHRUB SPECIES AS SHOWN ON DRAWINGS.
5. DECOMPOSED GRANITE, 1/4" MINUS, COLOR: "DESERT SUNRISE", 2" DEPTH TYPICAL IN ALL PLANTING BEDS. DECOMPOSED GRANITE SHALL CONTAIN 60% AGGREGATE AND 40% FINES. CONTRACTOR TO RECEIVE VERIFICATION FROM ROCK SUPPLIER AND PRESENT VERIFICATION TO THE OWNER PRIOR TO ANY CONSTRUCTION.

   WHOLESALE DEALER:
   MINERAL PARK DECORATIVE ROCK
   8275 NORTH MINERAL PARK ROAD
   KINGMAN, AZ 86143
   TELEPHONE: (702) 275-1371
   CONTACT: ROBIN MICKELSON
6. GEOTEXTILE FABRIC IS TO BE INSTALLED UNDER DECOMPOSED GRANITE. FABRIC IS TO BE TERRATOP WC BY WEBTECH INC. SEE DETAIL H SHEET LD1.

JWZUNINO & ASSOCIATES
LANDSCAPE ARCHITECTURE
LAND PLANNING
3191 South Jones Blvd.
Las Vegas Nevada 89146
Phone (702) 253-8390
Fax (702) 253-1016
E-Mail jwz@jwzunino.com
JWZ# 06739.00

0 30' 60' 120'
SCALE: 1" = 30'-0"

NORTH

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EOT-37953

LAS VEGAS VALLEY WATER DISTRICT

G. C. WALLACE COMPANIES
ENGINEERS | PLANNERS | SURVEYOR
1555 S. RAINBOW BOULEVARD ? LAS VEGAS, NV 89146
T: 702.804.2000 ? F: 702.804.2299 ? GCWALLACE.COM

VERIFY SCALE
1/2 0 1/2 1
BAR REPRESENTS ONE AND ONE-HALF INCHES ON ORIGINAL

CENTENNIAL 2635 ZONE RESERVOIR AND 2745 ZONE PUMPING STATION

LANDSCAPE PLANTING PLAN II

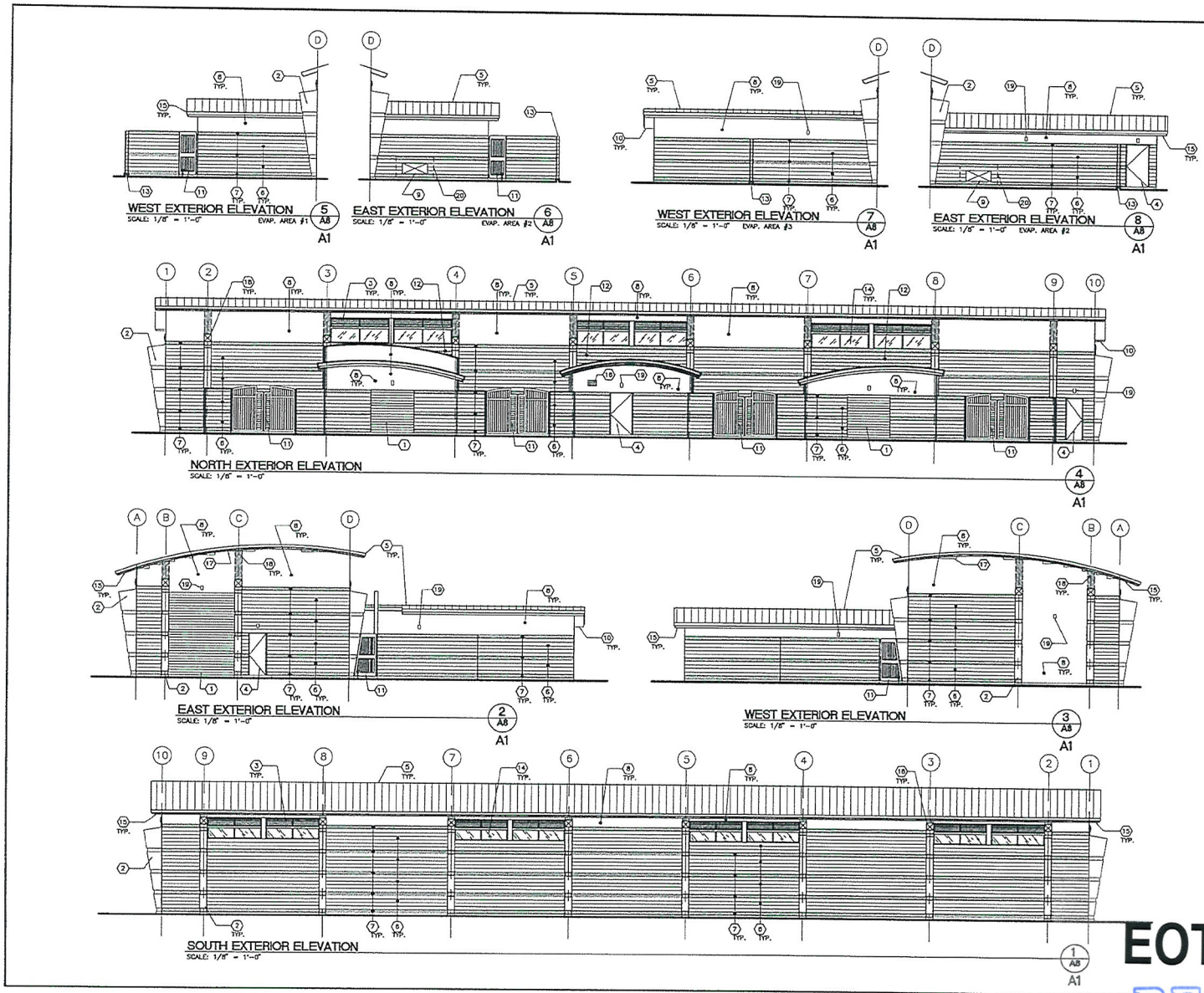
SCALE HORIZ. SCALE 1" = 30'

100% SUBMITTAL 11/30/07

DRAWN BY: JHS	11/20/07	
CHECKED BY: WTS	11/20/07	
RECOMMENDED BY: JOSEPH Y. LIN		DATE
ACCEPTED BY: PETER J. JAUCH		DATE

REVISIONS:

CONTRACT NUMBER
C1232
DRAWING NUMBER L2
SHEET 256 OF 259



KEYNOTES

1. FACTORY POWDER COATED ROLL UP DOOR, SEE DOOR SCHED. ON A4
2. PRE-CAST COLOR PIGMENTED CONCRETE COLUMN SEE STRUCT. REFER TO SPECIFICATIONS FOR COLOR PIGMENTATION
3. METAL LOUVER. SEE A5
4. PRIME & PAINTED HOLLOW METAL DOOR, SEE DOOR SCHEDULE ON A4
5. STANDING SEAM METAL ROOF.
6. SPILT FACE CMU-1
7. SMOOTH FACE CMU-2
8. HONED CMU-3
9. OPENING IN WALL FOR HVAC EQUIP. VERIFY SIZE OPENING WITH MECH. AND ELECT. EQUIPMENT.
10. ROOF OVERHANG BEYOND
11. PRIME & PAINTED T.S. GATE.
12. SMOOTH FACE CMU, SIM. TO CMU-1 REFER TO DETAIL 7/A01
13. CMU WALL, SEE STRUCT.
14. WINDOW SYSTEM A/A5 B/A5 C/A5
15. METAL FASCIA, PAINT TO MATCH ROOF
16. LOUVER SEE MECHANICAL
17. GROUT FILL-IN, SEE STRUC. DWG.
18. 4" THICK CMU OVER CONC. PRECAST COLUMNS. CMU TO MATCH FIELD
19. LIGHTING, SEE ELECTRICAL DWG'S
20. A/C UNIT, SEE MECH. DWG.

MATERIALS

CMU-1 FIELD	RINKER BUFF WITH BLACK #14 SPLIT FACE CMU
CMU-2 ACCENT	RINKER BUFF SMOOTH #6
CMU-3 ACCENT	RINKER BUFF HONED
PT-1 ACCENT	FRAZEE WESTERN SAND - 7762W LUSTER: SEMI GLOSS (ROLL-UP DOOR, DOORS, METAL LOUVERS, TUBE STEEL AND HANDRAILS)
PT-2 ACCENT	SHERWIN WILLIAMS INTERIOR ZIRCON TWT SW2129 (STEEL DECK, TRUSSES, BEAMS, AND MISC. METALS) REFER TO SHEET A6
CONC. COLS.	CONC. PIGMENT TO BE #288 BAMBOO AS MFGR'D BY SOLOMON COLORS INC. OR OWNER APPROVED EQUAL. ARCH. TO APPR. COL. SAMPLE PRIOR TO FABRICATION
ROOF	HEMLOCK GREEN BERRIDGE - (TEE-PANEL)
GLZ-1	EXTERIOR 1" INSULATING GLAZING, SOLAR CONTROL LOW-E TINTED, SOLAR BAN 60 (3) GRAY

NOTE:
DESIGN BASED ON MATERIALS LISTED ABOVE. CONTRACTOR MAY SUPPLY OWNER APPROVED EQUIVALENT.

NOTE:
APPLY GRAFFITI PROTECTION ON EXTERIOR MASONRY WALLS.

LAS VEGAS VALLEY WATER DISTRICT

G. C. WALLACE COMPANIES
ENGINEERS | PLANNERS | SURVEYORS
1555 S. RAINBOW BOULEARD 7 LAS VEGAS, NV 89146
T: 702.804.2000 7 F: 702.804.2999 7 GCWALLACE.COM

VERIFY SCALE
1/2 0 1/2 1
BAR REPRESENTS ONE AND ONE-HALF INCHES ON ORIGINAL

CENTENNIAL 2635 ZONE RESERVOIR AND 2745 ZONE PUMPING STATION

PUMPING STATION BUILDING EXTERIOR ELEVATIONS

SCALE: HORIZ. SCALE 1" = 20' VERT. SCALE 1" = 2'

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DRAWN BY: JILL M. WALKER 06-26-07
CHECKED BY: INDOCO ARCHITECTURE, INC.
RECOMMENDED BY: DATE
JOSEPH Y. LIN
ACCEPTED BY: DATE
PETER J. JAUCH

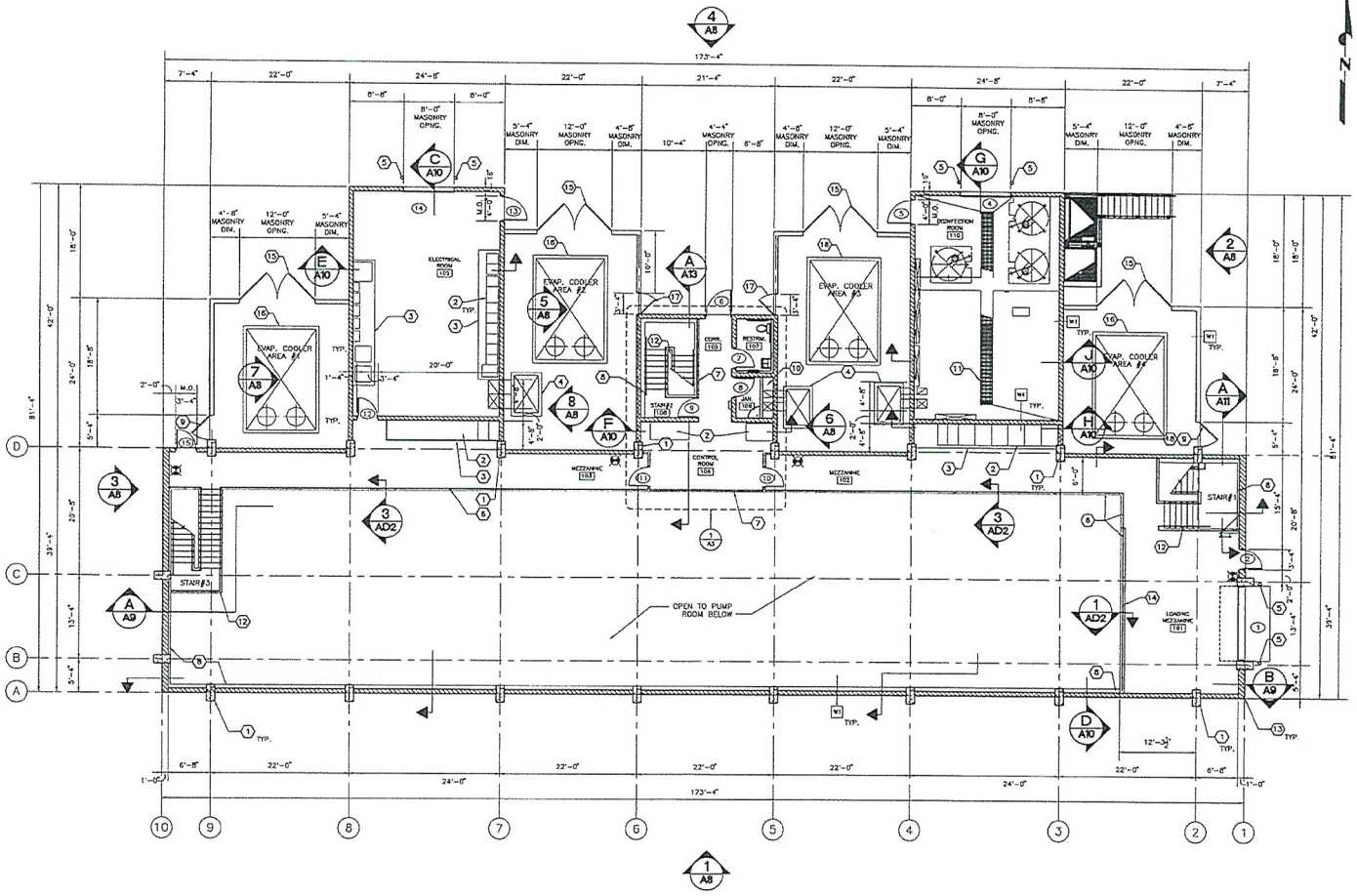
STEVE D. MAINS REGISTERED No. 4306 ARCHITECT STATE OF NEVADA

REVISIONS:

CONTRACT NUMBER
C1232
DRAWING NUMBER A8
SHEET 45 OF 258

EOT-37953

RECEIVED
APR 14 2010



MAIN FLOOR PLAN
SCALE: 1/8" = 1'-0"

KEYNOTES

1. PRE-CAST CONCRETE COL., ARCH TO APPR. COL. SAMPLE PRIOR TO FABRICATION – SEE STRUCT. DRAWINGS. SEE ELEV. FOR PIGMENT NOTES
2. ELEC. PANELS, VERIFY SIZE & LOCATION W/ ELEC. DRAWINGS.
3. 4" HIGH CONC. PAD.
4. A/C UNIT, VERIFY SIZE AND LOCATION WITH MECH. PLANS.
5. BOLLARDS, SEE DETAIL 9/A02
6. GUARDRAILS, SEE 3/A02 & 4/A02
7. STOREFRONT SYSTEM.
8. CONCRETE RETAINING WALL BELOW
9. PRIME AND PAINTED T.S. GATE, GRIND SMOOTH, SEE 9/A4
10. MECH. SPACE, SEE MECH.
11. TRENCH DRAIN W/ GRATE COVER, SEE MECHANICAL DWGS.
12. CONCRETE STAIRS W/ HANDRAILS, SEE DETAIL 5/A02 FOR HANDRAIL SUPPORT, DETAIL 6/A02 FOR HANDRAIL TERMINATION, AND 5/A09 FOR TREAD DETAIL.
13. REFER TO CIVIL DRAWINGS FOR PROJECT COORDINATES AND HORIZONTAL CONTROL PLAN, TYPICAL ALL FOUR CORNERS.
14. REMOVABLE HAND RAIL CENTER ON ROLLUP DOOR 1/A02 & 2/A02
15. PRIME AND PAINTED T.S. GATE, GRIND SMOOTH, SEE 12/A4
16. MECHANICAL EQUIPMENT, SEE MECH. DWG.
17. PRIME AND PAINTED T.S. GATE, GRIND SMOOTH, SEE 1/A5
18. GATE TO REMAIN NON LOCKING PER FIRE CODE.

GENERAL NOTES

1. ALL DIMENSIONS ARE TAKEN FROM FACE OF STUD, MASONRY, OR CONCRETE U.N.O.
2. APPLY GRAFFITI PROTECTION ON EXTERIOR MASONRY WALLS.

SYMBOLS

- FOR DOOR SIZE SEE SCHEDULE ON A4
- FIRE EXTINGUISHER 2A 10BC (EVERY 75'-0")

BASIS OF DESIGN

MUNICIPALITY	CITY OF LAS VEGAS
CODE EDITION	2006 IBC
OCCUPANCY	S-2
TYPE OF CONST.	V-B
ALLOWABLE FLOOR AREA	13,500 S.F.
DISINFECTION RM.	(904 SF.)
MAIN BUILDING	(3,381 SF.)
GROUND FLOOR	(4,285 SF.)
GROUND FLOOR	(4,285 SF.)
LOWER FLOOR	(6,434 SF.)
ACTUAL TOTAL	10,719 S.F.
ALLOWABLE HEIGHT	2 STORY 40'-0"
ACTUAL HEIGHT	1 + PUMP ROOM FLOOR 25'-0"

SPRINKLERED:
YES 904 SF. DISINFECTION ROOM
NO 9,815 SF. MAIN BUILDING AND LOWER FLOOR (FIRE WALL SECTION 705.1)

WALL TYPES

- W1 C.M.U. WALL – REFER TO STRUCT. DWGS.
- W2 CONCRETE RETAINING WALL – REFER TO STRUCT. DWGS.
- W3 3 5/8"-25 GA. METAL STUDS @ 24" O.C. PROVIDE WATER RESISTANT GYP. BOARD AT WET LOCATIONS
- W4 4-HR C.M.U. WALL – REFER TO 2006 IBC SECTION 705.1 FIRE WALLS, STRUCT. DWGS AND DETAILS 8/A14 AND C/A14.

LAS VEGAS VALLEY WATER DISTRICT

G. C. WALLACE COMPANIES
ENGINEERS — PLANNERS — SURVEYORS
1555 S. RAINBOW BLVD., LAS VEGAS, NEVADA 89146
T: 702.804.3000 ▼ F: 702.804.3399 ▼ GCWALLACE.COM

VERIFY SCALE
1/2" 0 1/2" 1"
BAR REPRESENTS ONE AND ONE-HALF INCHES ON ORIGINAL

CENTENNIAL 2653 ZONE RESERVOIR AND 2745 ZONE PUMPING STATION

PUMPING STATION BUILDING
MAIN FLOOR PLAN

SCALE: HOR. 1/8" = 1'-0"
VERT. 1/8" = 1'-0"

DRAWN BY: WILLIAM M. WALKER, DESIGNED BY: KOROO ARCHITECTURE, INC.
RECOMMENDED BY: JOSEPH Y. LIN
ACCEPTED BY: PETER J. JAUCH
DATE: 05-26-07

REVISIONS:

STATE OF NEVADA — REGISTERED — No. 4008 — WILLIAM D. WALKER — STATE OF NEVADA

CONTRACT NUMBER
C1232
DRAWING NUMBER A1
SHEET 38 OF 258

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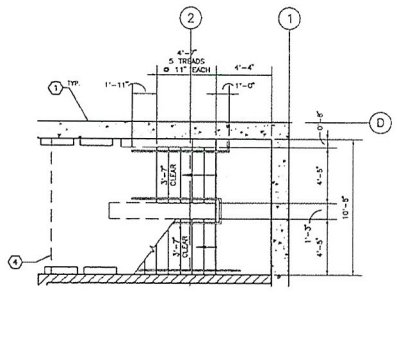
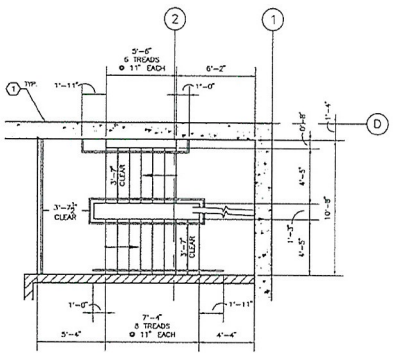
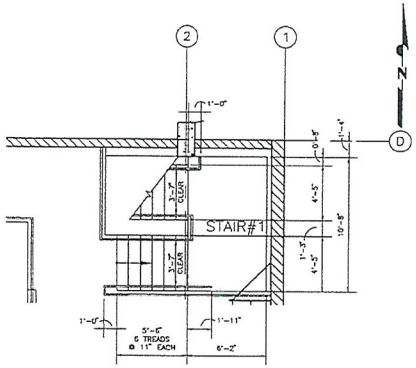


STAIR NO. 1 PLAN
PUMP ROOM LEVEL 4
SCALE: 1/4" = 1'-0"



STAIR NO. 1 PLAN
INTERMEDIATE 3
SCALE: 1/4" = 1'-0"



STAIR NO. 1 PLAN
MAIN LEVEL 2
SCALE: 1/4" = 1'-0"

KEYNOTES

1. CONCRETE RETAINING WALL. SEE STRUCT.
2. PUMP UNITS—VERIFY LOCATION WITH MECH. DWGS.
3. ACOUSTICAL PANELS – REFER TO SPECIFICATIONS. INSTALL PER MFR. CONFIGURE PANELS AROUND ALL EQUIPMENT AS MFG'D BY ECKEL NOISE CONTROL TECHNOLOGIES ECOACOUSTIC FUNCTIONAL PANELS TO BE #468 LINE OF MEZZANINE ABOVE (WHITE) OR OWNER APPROVED EQUAL.
   REFER TO SHEET A5, A10 AND ACOUSTICAL REPORT – PROVIDE GRD (24" X 30" PANELS, 5 SF EACH) TOTAL AREA OF PANELS 3,400SF.
4. LINE OF MEZZANINE ABOVE
5. TRENCH DRAIN W/ GRATE COVER, SEE MECHANICAL DWGS.

GENERAL NOTES

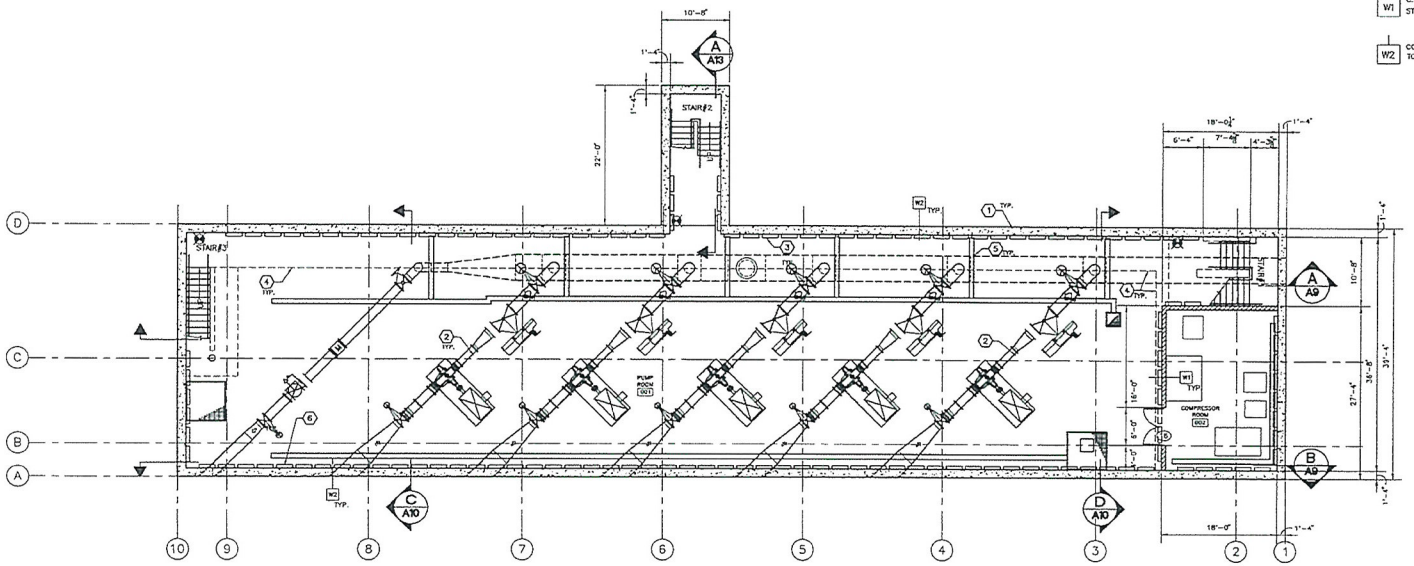
1 ALL DIMENSIONS ARE TAKEN FROM FACE OF STUD, MASONRY, OR CONCRETE U.N.O.

SYMBOLS

- FDR DOOR SIZE SEE SCHEDULE ON A4
- FIRE EXTINGUISHER 2A 10BC (EVERY 75'-0")

WALL TYPES

- W1 C.M.U. WALL – REFER TO STRUCT. DWGS.
- W2 CONCRETE RETAINING WALL – REFER TO STRUCT. DWGS.



PUMP ROOM FLOOR PLAN 1 A2
SCALE: 1/8" = 1'-0"

LAS VEGAS VALLEY WATER DISTRICT

G. C. WALLACE COMPANIES
ENGINEERS | PLANNERS | SURVEYORS
1555 S. RAINBOW BOULEVARD * LAS VEGAS, NV 89146
TEL (702) 804-3000 * FAX 804-4299 * GCWALLACE.COM

VERIFY SCALE
BAR REPRESENTS 1/2 INCH ON ORIGINAL

CENTENNIAL 2653 ZONE RESERVOIR AND 2745 ZONE PUMPING STATION

PUMPING STATION BUILDING
MAIN FLOOR PLAN

DRAWN BY: LL N. WALKER
CHECKED BY: DESIGNED BY: LYNDE ARCHITECTURE, INC.
RECOMMENDED BY: JOSEPH Y. LIN
ACCEPTED BY: PETER J. JAUCH
04-26-07
DATE

STATE OF NEVADA REGISTERED No. 4303 STEVE D. WALKER

CONTRACT NUMBER
C1232
DRAWING NUMBER A2
SHEET 39 OF 258

REVISIONS:

EOT-37953

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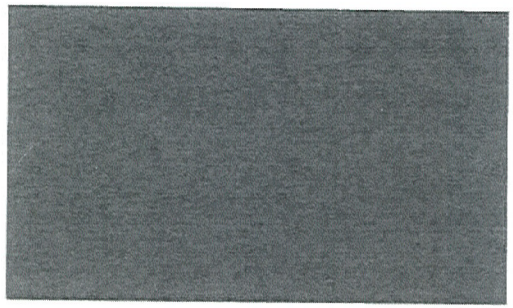
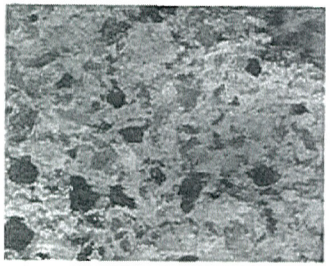


ROOF

HEMLOCK GREEN
BERRIDGE - (TEE-PANEL)

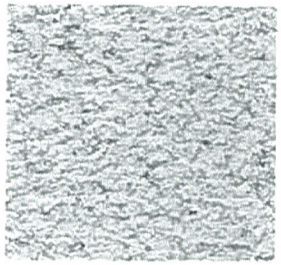
PT - 1
Accent

FRAZEE
WESTERN SAND 7762W LRV 69
LUSTER: SEMI-GLOSS



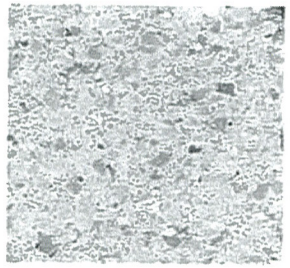
CMU - 1
Field

RINKER
BUFF w/BLACK #14
SPLIT FACE CMU



CMU - 2
Accent

RINKER
BUFF SMOOTH #6



CMU - 3
Accent

RINKER
BUFF HONED #6

Concrete
Column

SOLOMON COLORS INC.
BAMBOO #228

Centennial 2653 Zone Reservoir and 2745 Zone Pumping Station

Schematic Design

March 24, 2008

te: This Design is Conceptual in Nature and
No Guarantee of its accuracy is implied

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EOT-37953 - APPLICANT/OWNER: LAS VEGAS VALLEY WATER DISTRICT
NORTHWEST CORNER OF FORT APACHE AND CENTENNIAL PARKWAY

04/22/10

EOT-37953 - APPLICANT/OWNER: LAS VEGAS VALLEY WATER DISTRICT
NORTHWEST CORNER OF FORT APACHE AND CENTENNIAL PARKWAY

04/22/10

EOT-37953 - APPLICANT/OWNER: LAS VEGAS VALLEY WATER DISTRICT
NORTHWEST CORNER OF FORT APACHE AND CENTENNIAL PARKWAY

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NORTHWEST CORNER OF FORT APACHE AND CENTENNIAL PARKWAY

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NORTHWEST CORNER OF FORT APACHE AND CENTENNIAL PARKWAY

04/22/10

EOT-37953 - APPLICANT/OWNER: LAS VEGAS VALLEY WATER DISTRICT
NORTHWEST CORNER OF FORT APACHE AND CENTENNIAL PARKWAY

04/22/10

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
TTY 702.386.9108
www.lasvegasnevada.gov

June 30, 2008

Ms. Patricia Mulroy
Las Vegas Valley Water District
1001 South Valley View Boulevard
Las Vegas, Nevada 89153

RE: SDR-27508 – SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF JUNE 4, 2008
RELATED TO ZON-27507

Dear Ms. Mulroy:

The City Council at a regular meeting held June 4, 2008 APPROVED the request for a Site Development Plan Review FOR A PROPOSED 10,719 SQUARE-FOOT UTILITY INSTALLATION on 14.0 acres at the northwest corner of Fort Apache Road and Centennial Parkway (APNs: 125-19-802-006 and 013), C-V (Civic) and U (Undeveloped) [L (Low Density Residential) General Plan Designation] Zones [Proposed: C-V (Civic) Zone]. The Notice of Final Action was filed with the Las Vegas City Clerk on June 5, 2008. This approval is subject to:

Planning & Development

1. Conformance to the conditions for General Plan Amendment (GPA-27383) and Rezoning (ZON-27507), 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, landscape plan, and building elevations, date stamped 03/25/08, except as amended by conditions herein.

4. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications.

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5. Pre-planting and post-planting landscape inspections are required to ensure the appropriate plant material, location, size of planters, and landscape plans are being utilized. The Planning and Development Department must be contacted to schedule an inspection prior to the start of the landscape installation and after the landscape installation is completed. A certificate of occupancy will not be issued or the final inspection will not be approved until the landscape inspections have been completed.

6. The proposed perimeter wall is approved at 10 feet and shall be a decorative block wall, with at least 20 percent contrasting materials, and conform to the requirements listed in Title 19.12.175 (G).

7. 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).

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 LVMC Title 19.12.040.

10. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaires. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.

11. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

12. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

13. Dedicate 50 feet of right-of-way from APN 125-19-802-013 for the north side of Centennial Parkway prior to the issuance of any permits.

14. Coordinate with the City Right-of-Way Section for APN 125-19-802-006 to facilitate the relinquishment of Clark County BLM grants in order to amend City BLM Roadway, Sewer, and Drainage Grant N-80938 to include 50 feet on the north side of Centennial Parkway including the area needed for a bus turnout, a 54 foot radius on the northwest corner of Fort Apache Road and Centennial Parkway, 30 feet on the north side of Darling Road and appropriate right-of-way for the proposed off-set cul-de-sac terminus, prior to the issuance of any permits.

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15. Grant pedestrian walkway easements for all public sidewalks not located within public right-of-way prior to the issuance of any permits.

16. Construct half-street improvements on Centennial Parkway (including appropriate overpaving), Fort Apache Road, and Darling Road, including the required cul-de-sac bulb for the terminus of Darling Road 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.

17. 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.

18. Landscape and maintain all unimproved right-of-way, if any, on Centennial Parkway adjacent to this site.

19. Submit an Encroachment Agreement for all landscaping and private improvements in the Centennial Parkway public right-of-way adjacent to this site.

20. 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.

Sincerely,

Lean Coleman
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

M. Margo Wheeler, AICP
Director
Planning and Development Department

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. Peter J. Jauch
Las Vegas Valley Water District
1001 South Valley View Boulevard
Las Vegas, Nevada 89153

Mr. Shawn P. Mollus
Las Vegas Valley Water District
1001 South Valley View Boulevard
Las Vegas, Nevada 89153

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LAS VEGAS VALLEY
WATER DISTRICT

1001 South Valley View Boulevard
Las Vegas, NV 89153
(702) 870-2011 • lvvwd.com

April 5, 2010

City of Las Vegas
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

Attention: Planning and Development Department

SUBJECT: CONTRACT NO. C1232 – CENTENNIAL 2635 ZONE RESERVOIR AND 2745 ZONE PUMPING STATION, EXTENSION OF TIME REQUEST FOR SITE DEVELOPMENT PLAN REVIEW SDR-27508 (JUSTIFICATION)

On June 4, 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 a water reservoir and pumping station, located at the intersection of Centennial Parkway and Fort Apache Road. The Notice of Final Action was filed with the Las Vegas City Clerk on June 5, 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-27508. 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 (pumps, surge tank, electrical equipment, fabricated piping, etc.) that require custom fabrication and, subsequently, a prolonged construction period.

If you have any questions, or require additional information, you may contact Joseph Lin, P.E., Engineering Project Manager, at (702) 875-7062.

Sincerely,

Peter J. Jauch, P.E.
Engineering Design Manager
Engineering Design Division

PJJ:JYL:ERR:jlg

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City of Las Vegas Agenda Item No.: **49.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JUNE 2, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☒ **Consent** ☐ **Discussion**

SUBJECT:

EOT-38017 - SITE DEVELOPMENT PLAN REVIEW - APPLICANT: INTERURBAN CONSTRUCTION, LLC - OWNER: URBAN LOFTS XIV, LTD - Request for an Extension of Time of a previously approved Site Development Plan Review (SDR-11728) FOR A PROPOSED 85-LOT SINGLE FAMILY DEVELOPMENT on 6.07 acres at the northwest corner of 25th Street and Charleston Boulevard (APN 139-35-815-002), R-PD13 (Residential Planned Development - 13 Units Per Acre) Zone, Ward 3 (Reese). Staff recommends APPROVAL.

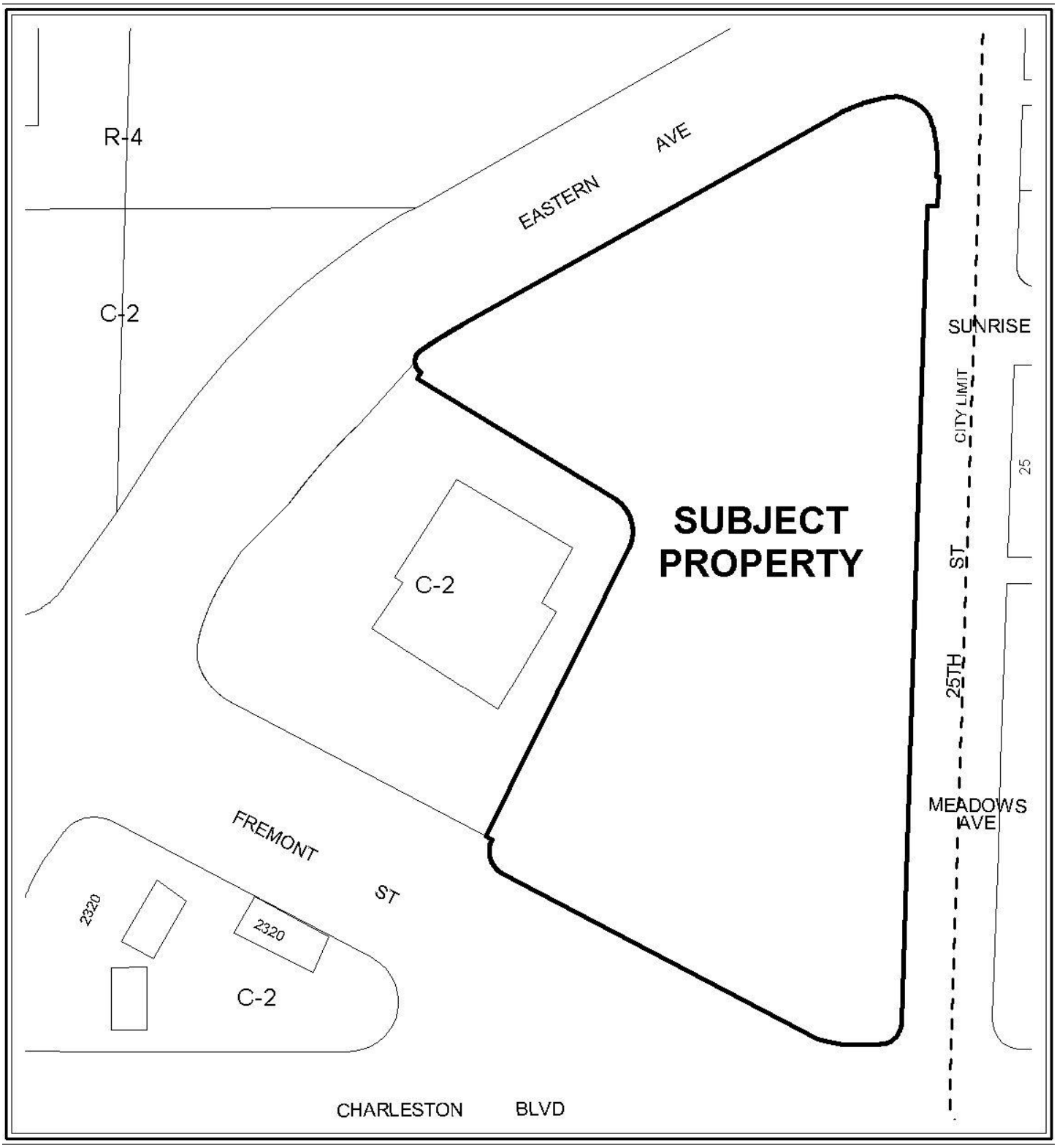
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

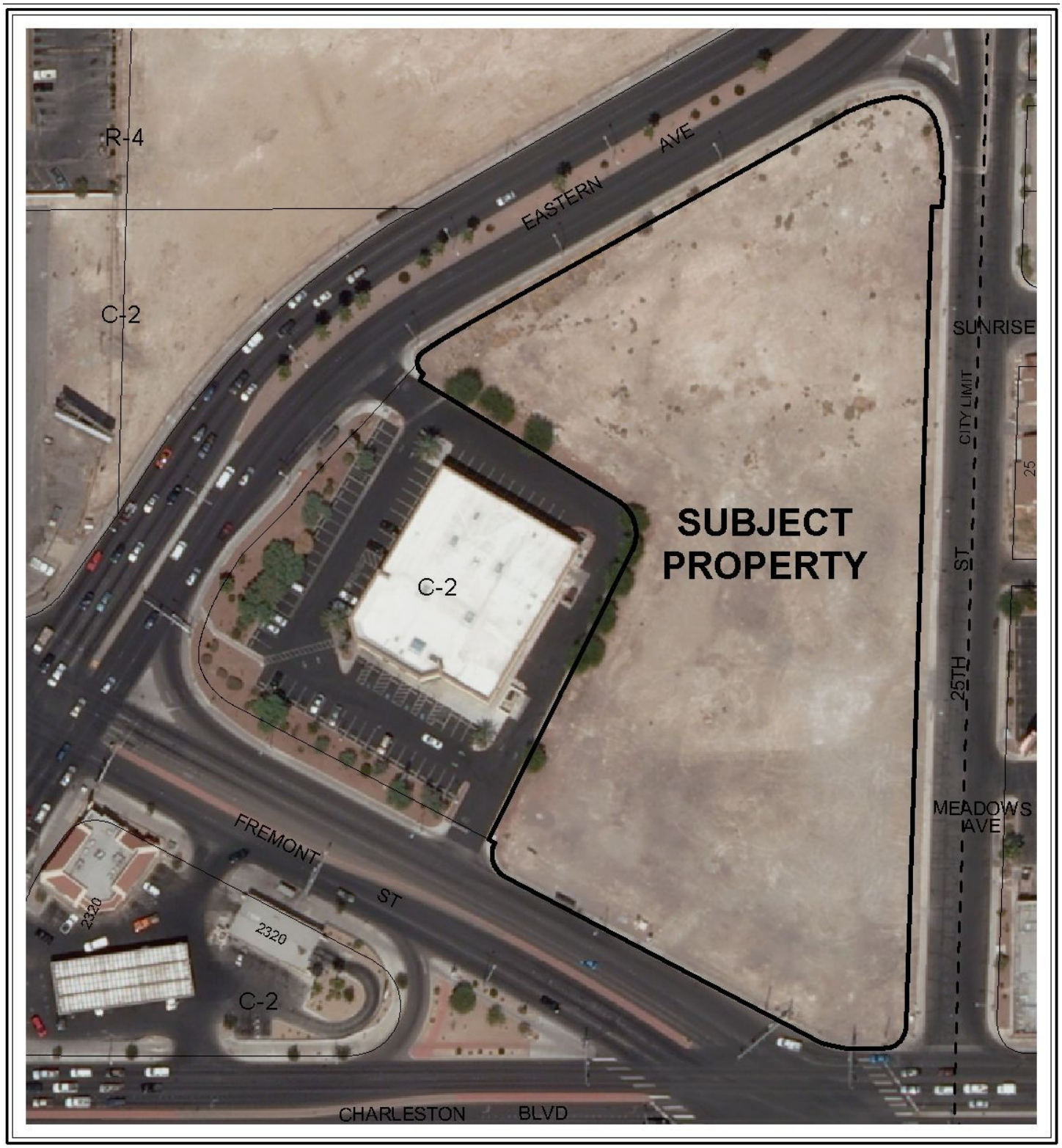
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. City Council Approval Letter for EOT-27711
6. City Council Approval Letter for SDR-11728
7. Justification Letter



CASE: **EOT-38017**

ZONING OF SUBJECT PROPERTY:

R-PD13 (RESIDENTIAL PLANNED DEVELOPMENT - 13 UNITS PER ACRE)



0 100 200 Feet

CASE: **EOT-38017**

ZONING OF SUBJECT PROPERTY:

R-PD13 (RESIDENTIAL PLANNED DEVELOPMENT - 13 UNITS PER ACRE)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JUNE 2, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: INTERURBAN CONSTRUCTION, LLC - OWNER: URBAN LOFTS XIV, LTD.

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-38017	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

EOT-38017 CONDITIONS

Planning and Development

1. This Site Development Plan Review (SDR-11728) shall expire on April 19, 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-11728) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is currently undeveloped land with a previously approved Site Development Plan Review (SDR-11728) for a proposed 79-lot single family development at the northwest corner of 25th Street and Charleston Boulevard. The applicant received approval for a Tentative Map (TMP-16653) for the 79-lot single family development on 11/2/06 and Final Map (FMP-22974) on 7/24/07, but failed to complete the recording process, thereby allowing it to expire. No plans have been submitted for review, nor have building permits been issued for the proposed project. New development and changes in land use are being sought for a proposed 90,595 square-foot shopping center located to the north and west of the subject site.

The applicant is requesting an Extension of Time due to the collapse in the real estate market. Staff has no objection to the request and recommends approval with a two-year time limit. If denied, the Site Development Plan Review (SDR-11728) would be allowed to expire.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
04/19/06	The City Council approved a request for Rezoning (ZON-11718) from C-2 (General Commercial) to R-PD14 (Residential Planned Development - 14 Units Per Acre) on 6.07 acres at the northwest corner of 25th Street and Charleston Boulevard. The Planning Commission recommended approval on 03/23/06.
	The City Council approved a related request for a Waiver (WVR-12176) of Title 18.12.100 to allow 30-foot private streets where 37 feet is the minimum width required.
	The City Council approved a related request for a Variance (VAR-11723) to allow 11,627 square feet of open space where 61,079 square feet is the minimum amount of open space required.
	The City Council approved a related request for a Site Development Plan Review (SDR-11728) for a proposed 85-lot single family development.
05/17/06	The City Council approved a request to change the Future Land Use designation (GPA-9219) to Commercial, Mixed Use, Industrial or Public Facilities on various parcels located within the proposed Las Vegas Redevelopment Plan area and within the proposed Redevelopment Plan expansion area. The Planning Commission recommended approval on 04/13/06.

11/02/06	The Planning Commission approved a request for a Tentative Map (TMP-16653) for a proposed 79-lot single family development on 6.07 acres adjacent to the northwest corner of 25th Street and Charleston Boulevard.
Related Relevant City Actions by P&D, Fire, Bldg., etc	
07/24/07	The Planning and Development Department approved a request for a Final Map Technical Review (FMP-22974) for the "Eastern Avenue Lofts Single Family Townhomes." As of 04/22/10, the map has not been recorded.
05/21/08	The City Council approved a request for an Extension of Time (EOT-27713) of a previously approved Variance (VAR-11723) to allow 11,627 square feet of open space where 61,079 square feet is the minimum amount of open space required adjacent to the northwest corner of 25th Street and Charleston Boulevard.
	The City Council approved a related request for an Extension of Time (EOT-27711) of a previously approved Site Development Plan Review (SDR-11728) for a proposed 79-lot single family development.

Related Building Permits/Business Licenses
No business licenses or 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	
04/27/10	Staff conducted a field check of the subject site with the following observations: • The site is undeveloped with scattered trash and weeds • Numerous campaign signs were posted on the site

Details of Application Request	
Site Area	
Gross Acres	4.23

Surrounding Property	*Existing Land Use Per Title 19.04*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Undeveloped Land- Proposed Single Family Development	MXU (Mixed-Use)	R-PD13 (Residential Planned Development -13 Units Per Acre)
North	Undeveloped Land	C (Commercial)	R-4 (High Density Residential)
	Apartments	MXU (Mixed-Use)	R-4 (High Density Residential)
South	Pawnshop, Retail Establishments, Restaurant	C (Commercial)	C-2 (General Commercial)
East	Single Family Dwellings- Clark County	RM (Residential Medium) - Clark County	R-3 (Multi-Family Residential) - Clark County
	Tavern/Car Leasing- Clark County	CN (Commercial Neighborhood) - Clark County	C-2 (General Commercial) - Clark County
	Shop- Clark County	CN (Commercial Neighborhood) - Clark County	C-2 (General Commercial) - Clark County
West	Retail Establishment	C (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		Y
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-11728) for a proposed 79-lot single family development located at the northwest corner of 25th Street and Charleston Boulevard. The applicant received approval for a Tentative Map (TMP-16653) for the 79-lot single family development on 11/2/06 and Final Map (FMP-22974) on 7/24/07, but failed to complete the recording process, thereby allowing it to

expire. No plans have been submitted for review, nor have building permits been issued for the proposed project. Staff conducted a field check of the subject site and found scattered trash and weeds with numerous campaign signs. New development and changes in land use are being sought for a proposed 90,595 square-foot shopping center located to the north and west of the subject site.

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-11728) has not met the requirements outlined in Title 19.18.050 to exercise the entitlement. The applicant is requesting an Extension of Time due to the collapse in the real estate market. 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-11728) shall be required.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-38017** APN: 13935815002

Name of Property Owner: URBAN LOFTS XIV, LTD.

Name of Applicant: INTERURBAN CONSTRUCTION, LLC

Name of Representative: _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: LARRY S DAVIS

Subscribed and sworn before me

This 9 day of APRIL, 2010

_____
Notary Public in and for said County and State

LINDA I. BLAIR
Notary Public, State of Texas
My Commission Expires
March 20, 2012

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time

Project Address (Location) Northwest Corner of 25th Street and Charleston Blvd

Project Name Eastern Avenue Lofts **Proposed Use** 79 lot Single Family

Assessor's Parcel #(s) 13935815002 **Ward #** 3

General Plan: existing MXU proposed NA **Zoning:** existing RPD13 proposed NA

Commercial Square Footage NA **Floor Area Ratio** NA

Gross Acres NA **Lots/Units** NA **Density** NA

Additional Information SDR11728 as extended by EOT 27711

PROPERTY OWNER Urban Lofts XIV, LTD **Contact** Trinity Schlottman

Address 177 West Gray Street **Phone:** (702) 204-8737 **Fax:** (702) 697-0032

City Houston **State** Texas **Zip** 77019

E-mail Address trinitys@Lsda.net

APPLICANT Interurban Construction, LLC **Contact** Trinity Schlottman

Address 1999 Pin Oak Avenue **Phone:** (702) 204-8737 **Fax:** (702) 697-0032

City Las Vegas **State** Nevada **Zip** 89101

E-mail Address trinitys@Lsda.net

REPRESENTATIVE _____ **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

FOR DEPARTMENT USE ONLY

Case #	EOT-39017
Meeting Date:	6/2/10
Total Fee:	$300.00
Date Received:*	4/19/10
Received By:	

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name LARRY S. DAVIS

Subscribed and sworn before me

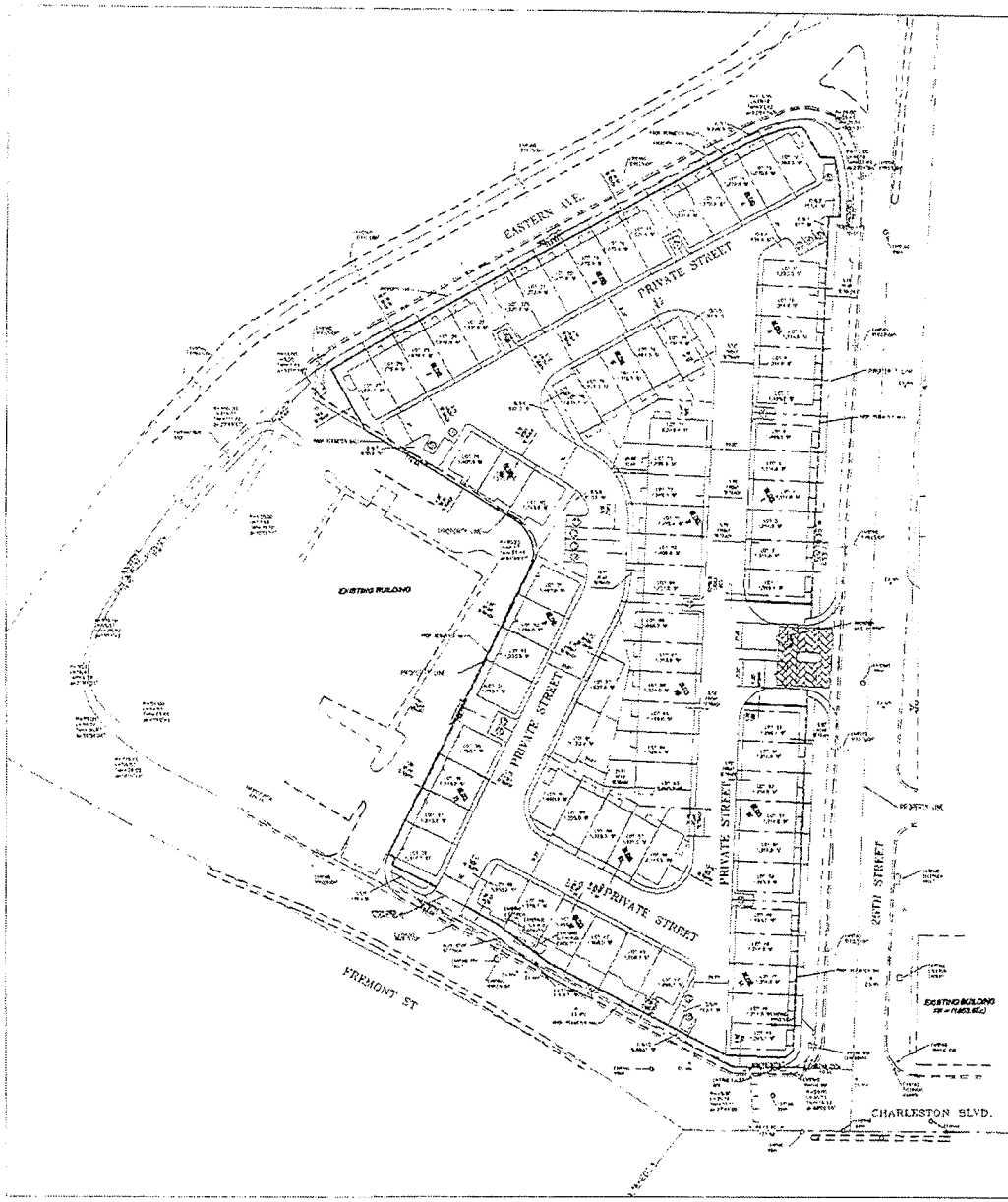
This 9 day of APRIL, 20 10.

Linda I. Blair

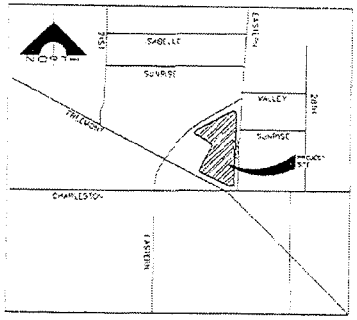
Notary Public in and for said County and State

LINDA I. BLAIR
Notary Public, State of Texas
My Commission Expires
March 20, 2012

*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.



NORTH

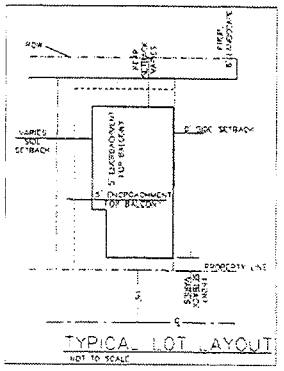


VICINITY MAP

1"=40'

LEGEND

EXISTING		PROPOSED
	CENTERLINE	
	PROPERTY LINE	
	CURB & GUTTER	
	OPEN SPACE	
	GUEST PARKING	
	SETBACK LINE	
	PROP. RETAINING WALL	



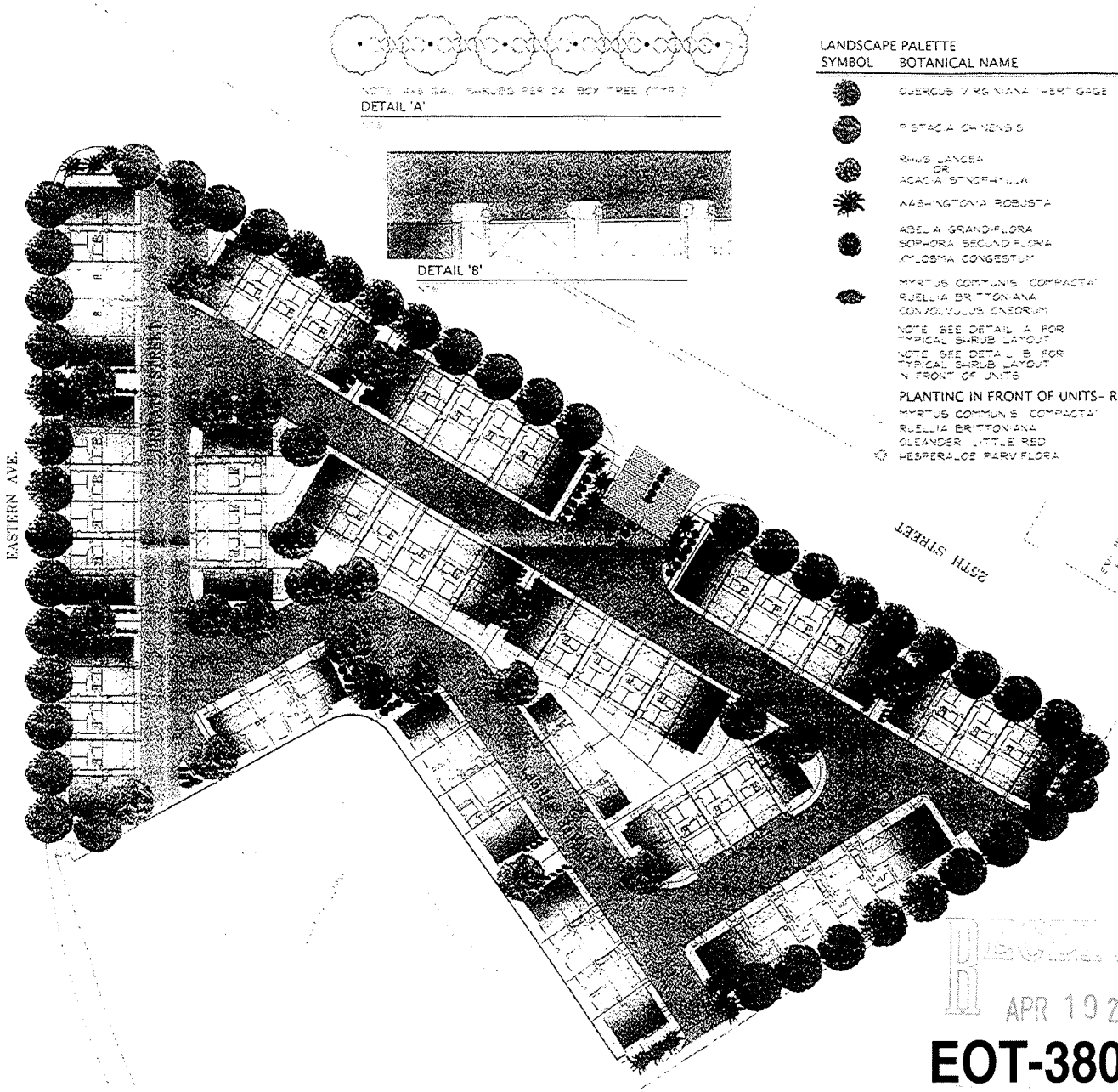
TYPICAL LOT LAYOUT
NOT TO SCALE

SETBACK PROVIDED:
FRONT: 5.00' - 6.85'
REAR: 4.00'-26.68'
SIDE: 0'-14.14'

OWNER:
URBAN LOFTS NV, LTD
CONTACT: LARRY DAVID
4513 MONTROSE BOULEVARD
HOUSTON, TEXAS 77006

SITE DATA:
PROPOSED 79 LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION
APN: 139-36-615-002
EXISTING ZONING: C-2
PROPOSED ZONING: SFD 14
LOT AREA (GROSS): APPROX. 8.07 ACRES
LOT AREA (NET): 4.24 ACRES
LOT AREA (WITH VACATION): 4.51 ACRES
DENSITY OF THE SUBDIVISION: 18 UNITS/AC
MAX HEIGHT OF DISTRICT: 2 STORIES/35'
OPEN SPACE REQUIRED: 51,076 SF
OPEN SPACE PROVIDED: 18,330 SF

OPEN SPACE #1	=	9,450 SF
OPEN SPACE #2	=	1,150 SF
OPEN SPACE #3	=	1,150 SF
OPEN SPACE #4	=	1,150 SF
OPEN SPACE #5	=	1,150 SF
OPEN SPACE



NOTE: ONE (1) 5 GAL. SHRUBS PER 24" BOX TREE (TYP.)

DETAIL 'A'

DETAIL 'B'

LANDSCAPE PALETTE

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE
	QUERCUS VIRGINIANA 'HERITAGE'	OAK	24" BOX
	PISTACIA CHINENSIS	CHINESE PISTACHE	24" BOX
	RHUS LANCEA OR ACACIA STENOPHYLLA	AFRICAN SUMAC SHOESTRING ACACIA	24" BOX 24" BOX
	WASHINGTONIA ROBUSTA	MEXICAN FAN PALM	18'-20' BTH
	ABELIA GRANDIFLORA	GLOSSY ABELIA	5 GAL
	SOPHORA SECUNDIFLORA	TEXAS MOUNTAIN LAUREL	5 GAL
	XYLOSMA CONGESTUM	XYLOSMA	5 GAL
	MYRTUS COMMUNIS 'COMPACTA'	DWARF MYRTUS	5 GAL
	RUELLIA BRITTONIANA	RUELLIA	5 GAL
	CONVOLVULUS CNEORUM	BUSH MORNING GLORY	5 GAL

NOTE: SEE DETAIL 'A' FOR TYPICAL SHRUB LAYOUT

NOTE: SEE DETAIL 'B' FOR TYPICAL SHRUB LAYOUT IN FRONT OF UNITS

PLANTING IN FRONT OF UNITS- REFER TO DETAIL 'B'

MYRTUS COMMUNIS 'COMPACTA'	DWARF MYRTUS
RUELLIA BRITTONIANA	RUELLIA
OLEANDER 'LITTLE RED'	LITTLE RED OLEANDER
HESPERALOE PARVIFLORA	RED YUCCA

RECEIVED
APR 19 2010

EOT-38017

VAR-11723
SDR-11728
04-19-06 CC
REVISED 04-17-06

REVISIONS BY

DesignScapes
Landscape Architecture • Planning
5269 Green Forest Way
Las Vegas, Nevada 89118
Phone: 889-8679

PLANTING PLAN

EASTERN AVENUE TOWNHOMES BLDGS 1 THRU 17

REGISTERED LANDSCAPE ARCHITECT JAMES D. DELLAPORTA STATE OF NEVADA

DATE 7.6.06
SCALE 1"=30'
DRAWN BY
JOB NO.
DRAWING NO.
SHEET LP.2 OF SHEETS

DOOR SCHEDULE "TOWER UNIT"		
TYPE	QUANTITY	DESCRIPTION
[illegible]		2'-8" X 6'-8" FLUSH WOOD
[illegible]		2'-6" X 6'-8" FLUSH WOOD
[illegible]		2'-0" X 6'-8" POCKET WOOD
[illegible]		2'-6" X 6'-8" POCKET WOOD
[illegible]		2'-0" SHOWER DOOR TEMPERED GLASS

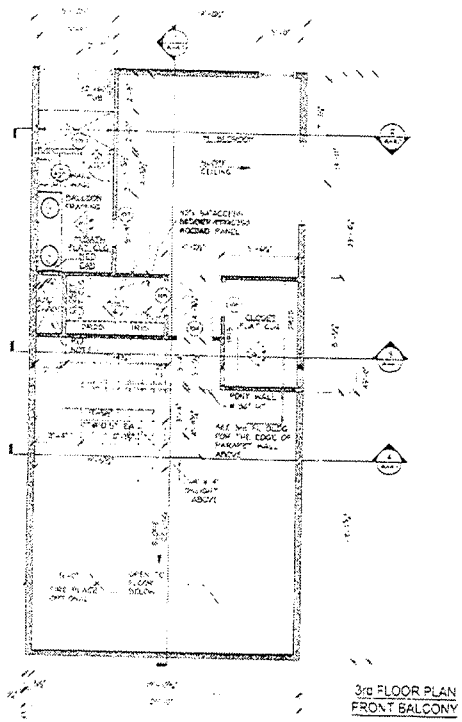
WINDOW SCHEDULE "TOWER UNIT"		
TYPE	QUANTITY	DESCRIPTION
D		2'-8" X 2'-8" FIXED GLASS METAL
[illegible]		FLUSH W/WALLS 1 X 1'-0" FIXED GLASS MTL
[illegible]		2 X 3060 SINGLE HUNG METAL

DOOR SCHEDULE "TOWER UNIT"		
TYPE	QUANTITY	DESCRIPTION
[illegible]	1	1'-8" X 6'-8" FLUSH WOOD
[illegible]	1	6'-0" X 6'-8" SLIDING GLASS DOOR TEMPERED GLASS
[illegible]	1	2'-0" X 3'-6" JOB BUILT DOOR

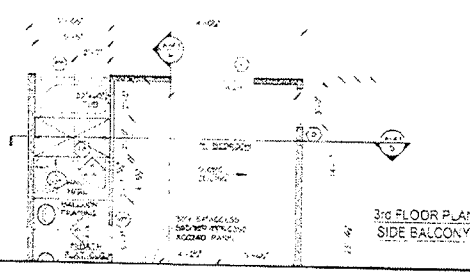
WINDOW SCHEDULE "TOWER UNIT"		
TYPE	QUANTITY	DESCRIPTION
D	8	2'-8" X 2'-8" FIXED GLASS METAL
J	1	13'-0" X 2'-0" FIXED GLASS METAL
X	1	2 X 4080 SINGLE HUNG METAL

DOOR SCHEDULE "TOWER UNIT"		
TYPE	QUANTITY	DESCRIPTION
[illegible]	1	3'-0" X 6'-8" FLUSH METAL
102	1	2'-8" X 6'-8" HR 1 3/8" SOLID CORE W/GASKET
103	4	2'-0" X 6'-8" FLUSH WOOD
104	1	2'-8" X 6'-8" FLUSH WOOD
107	1	2'-0" X 6'-8" POCKET WOOD
108	1	2'-6" X 6'-8" POCKET WOOD
110	1	5'-0" X 6'-8" BIFOLD
5	1	16'-0" X 7'-0" OVERHEAD DOOR
16	1	6'-0" X 6'-8" SLIDING GLASS DOOR TEMPERED GLASS
27	1	3'-0" X 3'-0" POCKET WOOD

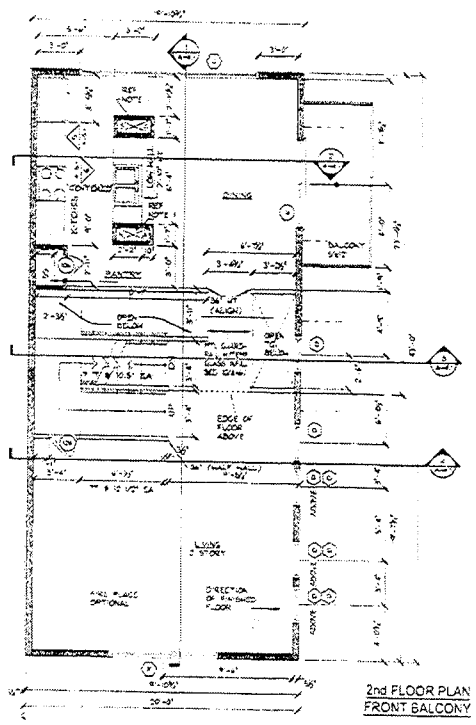
WINDOW SCHEDULE "TOWER UNIT"		
TYPE	QUANTITY	DESCRIPTION
D	2	2'-8" X 2'-8" FIXED GLASS METAL



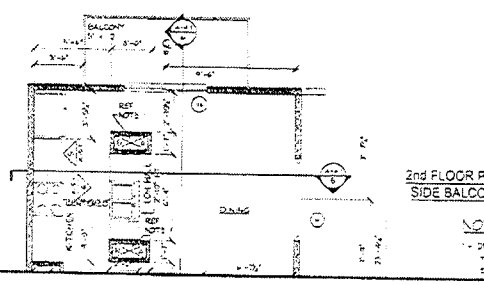
3rd FLOOR PLAN
FRONT BALCONY



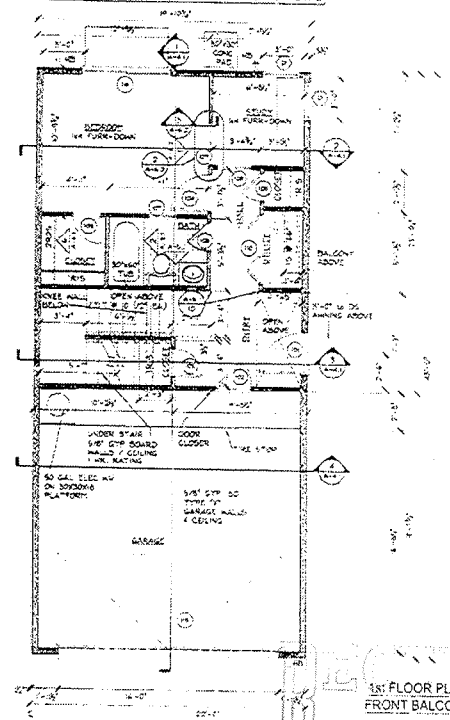
3rd FLOOR PLAN
SIDE BALCONY



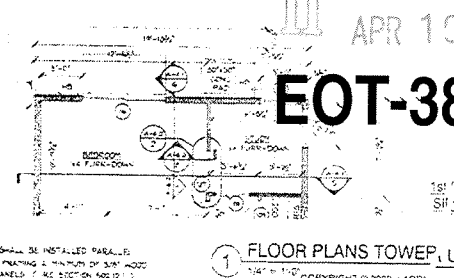
2nd FLOOR PLAN
FRONT BALCONY



2nd FLOOR PLAN
SIDE BALCONY



1st FLOOR PLAN
FRONT BALCONY



1st FLOOR PLAN
SIDE BALCONY

NOTE:
1. DRAFTSTOPPING SHALL BE INSTALLED PARALLEL TO THE FLOOR FRAMING A MINIMUM OF 3/8" WOOD STRUCTURAL PANELS (IRC SECTION 502.12.1)

1 FLOOR PLANS TOWER UNIT
1/4" = 1'-0"

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APR 10 2010

EOT-38017

URBAN LOFTS TOWNHOMES

EASTERN AVENUE TOWNHOMES

LARRY S. DAVIS & ASSOCIATES
4512 MONTROSE, HOUSTON, TEXAS 77006, TEL 713-522-6441, FAX 713-529-2126
www.urbanlofts.com

EASTERN AVENUE
TOWNHOMES
TOWER UNIT

PROJECT NUMBER 2005.06
DRAWN BY
CHECKED BY
FILENAME LAS VEGAS, NEVADA

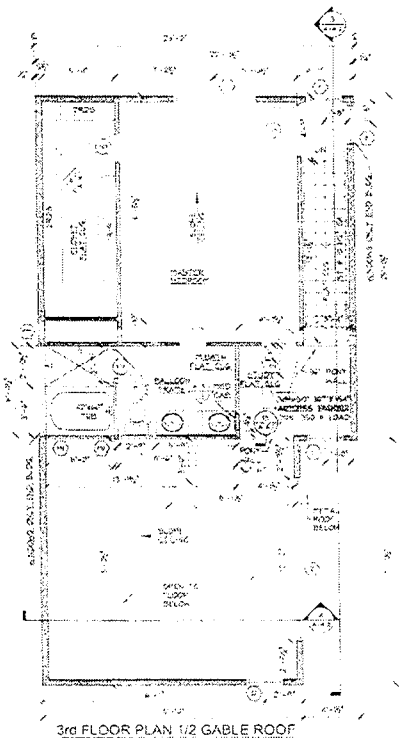
A-1.1
FLOOR PLANS

DOOR SCHEDULE - LESTER F UNIT

TYPE	QUANTITY	DESCRIPTION
03		2'-0" X 6'-8" FLUSH WOOD
10	1	2'-0" X 6'-8" POCKET WOOD
09		2'-6" X 6'-8" POCKET WOOD
15		2'-0" SHOWER DOOR TEMPERED GLASS
01		PR 1'-10" X 6'-8" FLUSH WOOD

WINDOW SCHEDULE - LESTER F UNIT

TYPE	QUANTITY	DESCRIPTION
C	2	2'-8" X 2'-8" FIXED GLASS METAL
E	2	2'-8" X 2'-8" FIXED TEMP GLASS METAL
FH	1	FLUSH W/WALLS 1'-0" FIXED GLASS MTL
4		2 X 3060 SINGLE HUNG METAL
7	1	12'-0" X 7'-8" FIXED GLASS METAL



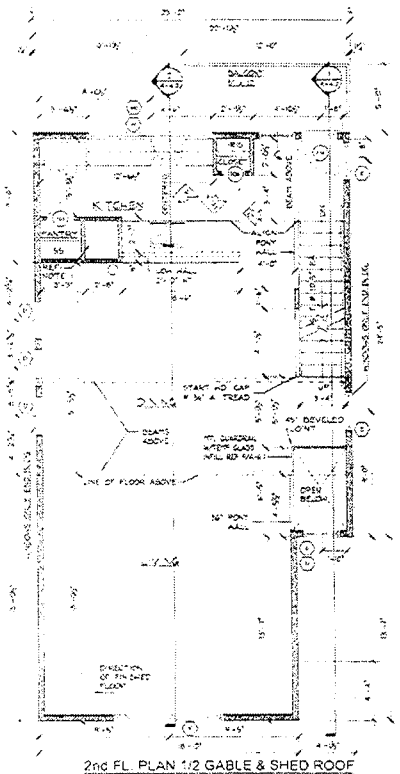
3rd FLOOR PLAN 1/2 GABLE ROOF

DOOR SCHEDULE - LESTER F UNIT

TYPE	QUANTITY	DESCRIPTION
02	1	2'-0" X 6'-8" FLUSH WOOD
09	1	2'-6" X 6'-8" FLUSH WOOD
14	1	2'-6" X 6'-8" HT. DR. W/ FULL LITE TEMP GLASS

WINDOW SCHEDULE - LESTER F UNIT

TYPE	QUANTITY	DESCRIPTION
D	3	12'-8" X 2'-8" FIXED GLASS METAL
E	3	2'-8" X 2'-8" FIXED TEMP GLASS METAL
F	1	3'-0" X 1'-8" FIXED GLASS METAL
H	1	3'-0" X 4'-0" FIXED GLASS METAL
7	1	2 X 4080 SINGLE HUNG METAL



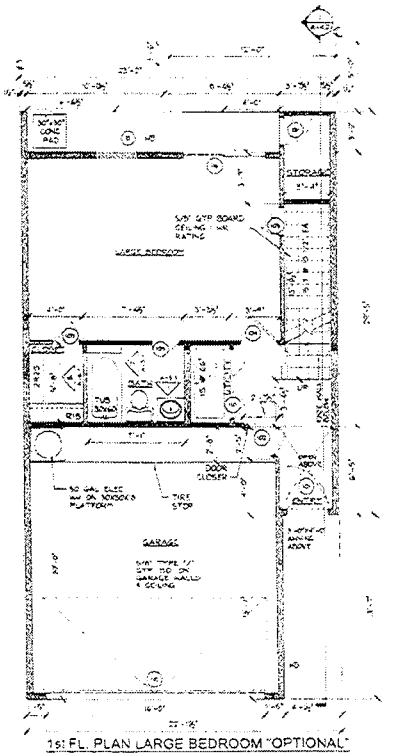
2nd FL. PLAN 1/2 GABLE & SHED ROOF

DOOR SCHEDULE - LESTER F UNIT

TYPE	QUANTITY	DESCRIPTION
01	1	3'-0" X 6'-8" FLUSH METAL
02	1	2'-6"X 6'-8" HR. 3/8" SOLID CORE W/GASKET
03	3	2'-0" X 6'-8" FLUSH WOOD
04	1	2'-8" X 6'-8" FLUSH WOOD
06	1	5'-0" X 6'-8" BIFOLD
13	1	16'-0" X 7'-0" OVERHEAD DOOR
14	1	6'-0"x6'-8" SLIDING TEMPERED GLASS DOOR
15	1	2'-0" X 6'-8" FLUSH METAL

WINDOW SCHEDULE - LESTER F UNIT

TYPE	QUANTITY	DESCRIPTION
B	1	3'-0" X 6'-0" SINGLE HUNG METAL



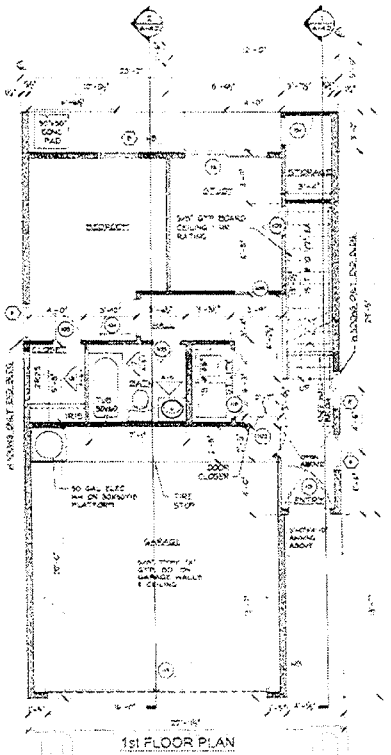
1st FL. PLAN LARGE BEDROOM "OPTIONAL"

DOOR SCHEDULE - LESTER F UNIT

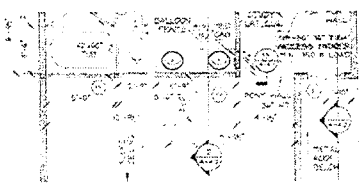
TYPE	QUANTITY	DESCRIPTION
01	1	3'-0" X 6'-8" FLUSH METAL
02	1	2'-6"X 6'-8" HR. 3/8" SOLID CORE W/GASKET
03	3	2'-0" X 6'-8" FLUSH WOOD
04	1	2'-8" X 6'-8" FLUSH WOOD
09	1	2'-6" X 6'-8" POCKET WOOD
10	1	5'-0" X 6'-8" BIFOLD
13	1	16'-0" X 7'-0" OVERHEAD DOOR
14	1	6'-0"x6'-8" SLIDING TEMPERED GLASS DOOR
15	1	2'-0" X 6'-8" FLUSH METAL

WINDOW SCHEDULE - LESTER F UNIT

TYPE	QUANTITY	DESCRIPTION
B	1	3'-0" X 6'-0" SINGLE HUNG METAL
E	3	2'-8" X 2'-8" FIXED TEMP GLASS METAL



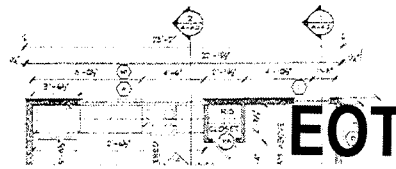
1st FLOOR PLAN



3rd FLOOR PLAN SHED ROOF

WINDOW SCHEDULE - LESTER F UNIT

TYPE	QUANTITY	DESCRIPTION
D		2'-8" X 2'-8" FIXED GLASS METAL
FH	2	FLUSH W/WALLS 1'-0" FIXED GLASS WOOD



2nd FL. PLAN W / OUT BALCONY

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1 FLOOR PLANS LESTER F UNIT
1/4" = 1'-0"

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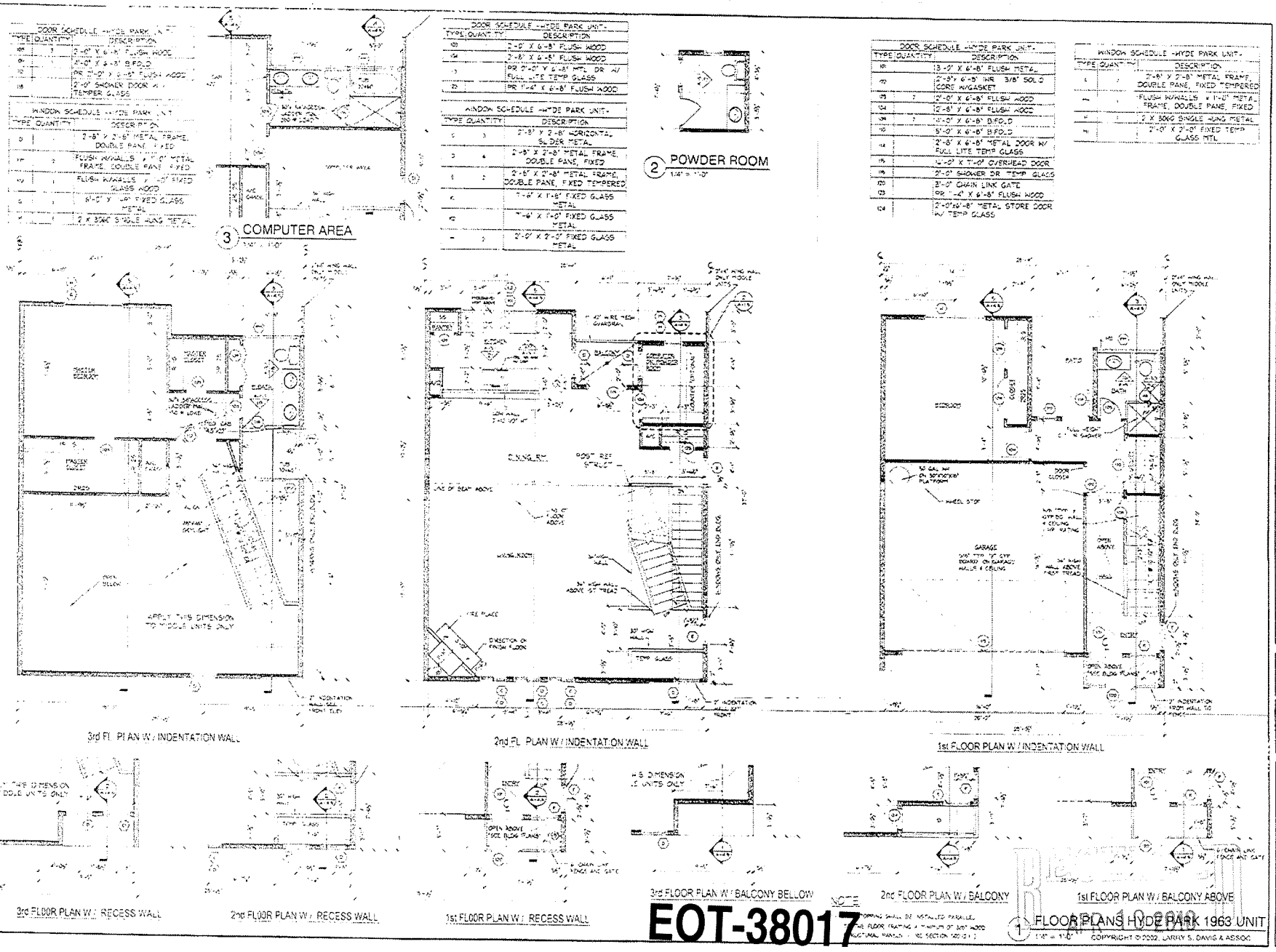
EASTERN AVENUE TOWNHOMES
LARRY S. DAVIS & ASSOCIATES
4312 MONROE, HOUSTON, TEXAS 77006, TEL 713-522-6431, FAX 713-529-3126
www.urbanlofts.com

EASTERN AVENUE
TOWNHOMES
JESTER F UNIT

PROJECT NUMBER: 2005.06
DRAWN: 02-03-2006
CHECKED: AN
SCALE: 1/4" = 1'-0"
LAS VEGAS, NEVADA

A-1.2
FLOOR PLANS



URBAN LOFTS TOWNHOMES
EASTERN AVENUE TOWNHOMES
LARRY S. DAVIS & ASSOCIATES
4512 MONTROSE, HOUSTON, TEXAS 77006, TEL 713-522-6481, FAX 713-529-2126
www.urbanlofts.com

EASTERN AVENUE
TOWNHOMES
(HYDE PARK UNIT)

PROJECT NUMBER 2003.05
DRAWN ON 02-03-2006
DRAWN BY AN
CHECKED BY
FILENAME LAS VEGAS NEVADA

A-1.5
FLOOR PLANS

EOT-38017

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DOOR SCHEDULE - "ALBANY"		
TYPE	QUANTITY	DESCRIPTION
103	1	2'-0" X 6'-8" FLUSH WOOD
104	1	2'-8" X 6'-8" FLUSH WOOD
107	1	2'-0" X 6'-8" POCKET WOOD
116	1	2'-0" SHOWER DR. TEMP. GLASS

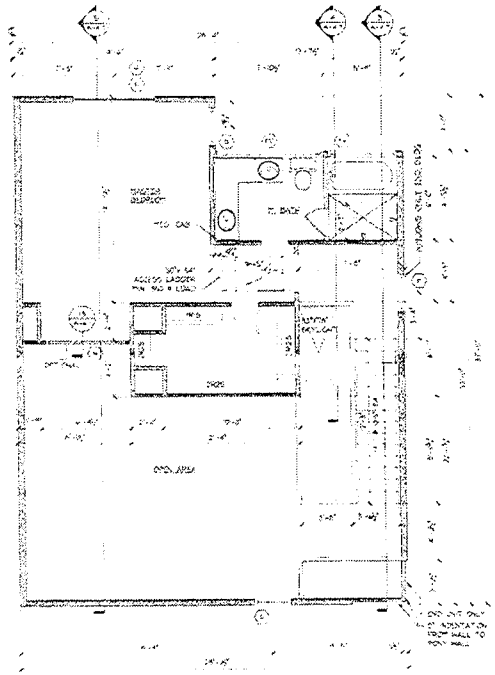
WINDOW SCHEDULE - "ALBANY"		
TYPE	QUANTITY	DESCRIPTION
D	2	2'-8" X 2'-8" METAL FRAME, DOUBLE PANE, FIXED
E	1	2'-8" X 2'-8" METAL FRAME, DOUBLE PANE, FIXED TEMPERED
FV	2	FLUSH W/WALLS x 1'-0" FIXED GLASS METAL
G	1	6'-0" X 1'-9" FIXED GLASS METAL
H	1	2 X 3060 SINGLE HUNG METAL
K	1	5'-0" X 4'-0" FIXED GLASS WOOD

DOOR SCHEDULE - "ALBANY"		
TYPE	QUANTITY	DESCRIPTION
106	1	1'-8"x6'-8" FLUSH, WOOD
14	1	2'-8" X 6'-8" METAL DOOR W/ FULL LITE TEMP GLASS

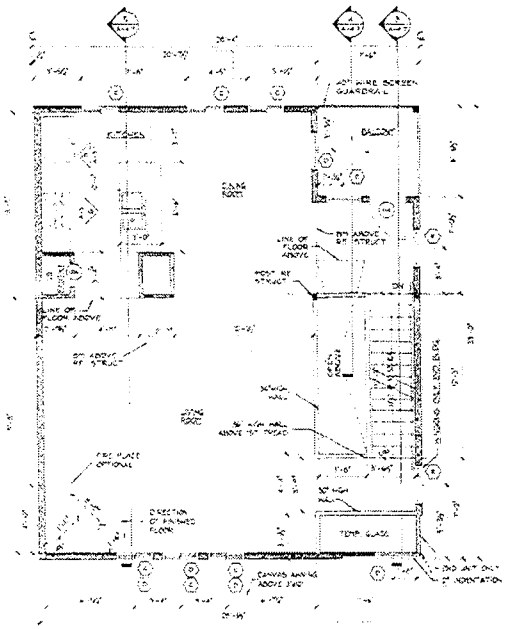
WINDOW SCHEDULE - "ALBANY"		
TYPE	QUANTITY	DESCRIPTION
C	4	2'-8" X 2'-8" HORIZONTAL SLIDER METAL
D	5	2'-8" X 2'-8" METAL FRAME, DOUBLE PANE, FIXED
E	3	2'-8" X 2'-8" METAL FRAME, DOUBLE PANE, FIXED TEMPERED

DOOR SCHEDULE - "ALBANY"		
TYPE	QUANTITY	DESCRIPTION
101	1	3'-0" X 6'-8" FLUSH METAL
102	1	2'-8"x 6'-8" 1HR 1 3/8" SOLID CORE W/GASKET
103	2	2'-0" X 6'-8" FLUSH WOOD
104	1	2'-8" X 6'-8" FLUSH WOOD
105	1	2'-6" X 6'-8" POCKET WOOD
110	1	5'-0" X 6'-8" BIFOLD
111	1	6'-0" X 6'-8" BIFOLD
114	1	2'-8" X 6'-8" METAL DOOR W/ FULL LITE TEMP GLASS
115	1	16'-0" X 7'-0" OVERHEAD DOOR
120	1	3'-0" CHAIN LINK GATE

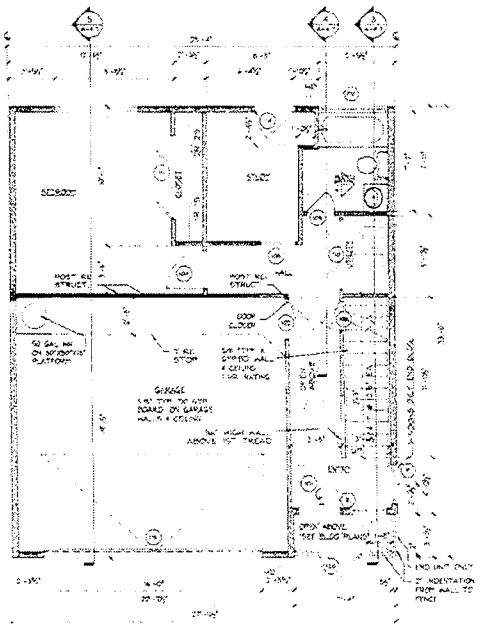
WINDOW SCHEDULE - "ALBANY"		
TYPE	QUANTITY	DESCRIPTION
E	2	2'-8" X 2'-8" METAL FRAME, DOUBLE PANE, FIXED TEMPERED
FV	1	FLUSH W/WALLS x 1'-0" FIXED GLASS METAL
H	1	2 X 3060 METAL FRAME, DOUBLE PANE, SINGLE HUNG



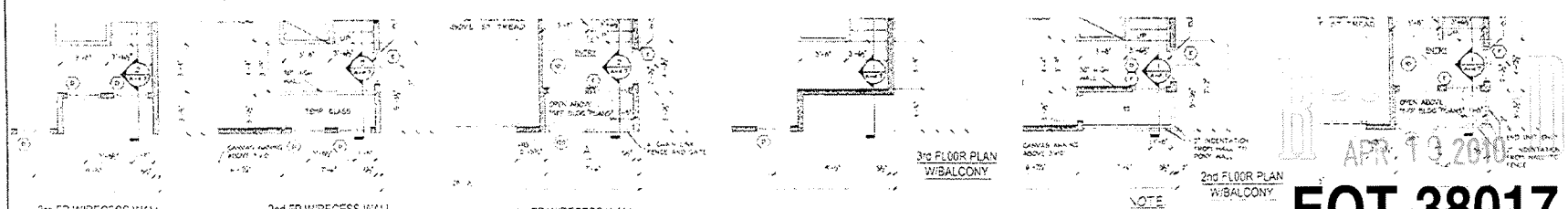
3rd FL. PLAN W/INDENTATION



2nd FL. PLAN W/INDENTATION



1st FLOOR PLAN W/INDENTATION WALL



3rd FP W/RECESS WALL

2nd FP W/RECESS WALL

1st FP W/RECESS WALL

3rd FLOOR PLAN W/BALCONY

2nd FLOOR PLAN W/BALCONY

1 FLOOR PLANS ALBANY UNIT
1/4" = 1'-0"

NOTE:
DRAFTSPRING SHALL BE INSTALLED PARALLEL TO THE FLOOR FRAMING A MINIMUM OF 3/8" ... STRUCTURAL PANELS (FIRE SECTION 102.1.1)

APR 19 2010

EOT-38017

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URBAN LOFTS TOWNHOMES

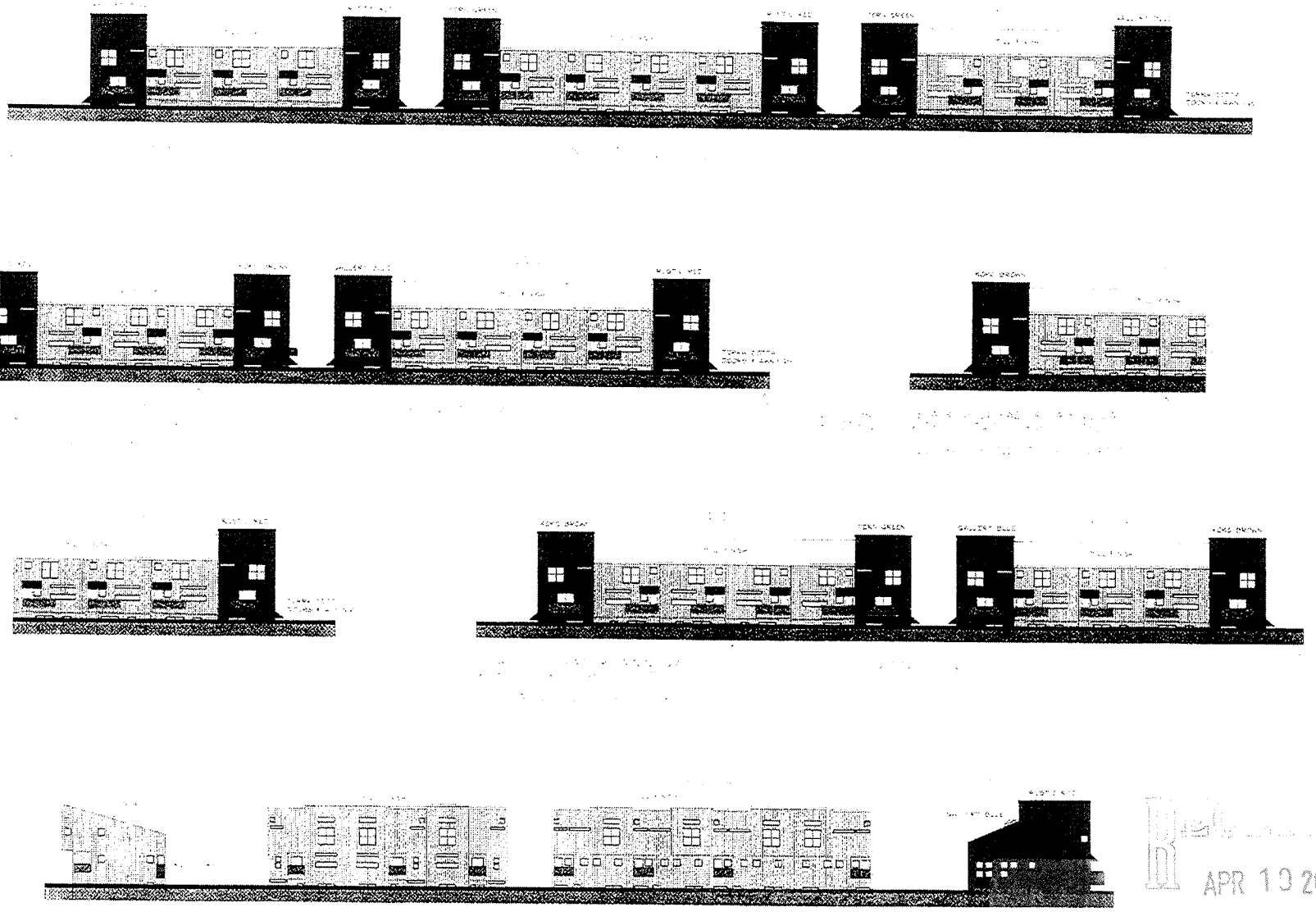
EASTERN AVENUE TOWNHOMES

LARRY S. DAVIS & ASSOCIATES
4512 MONTROSE, HOUSTON, TEXAS 77006, TEL 713-522-6441, FAX 713-529-2126
www.urbanlofts.com

EASTERN AVENUE
TOWNHOMES
ALBANY UNIT

PROJECT NUMBER: 2005.06
PRINTED: 02-02-2006
DRAWN BY: AN
CHECKED BY:
FILENAME: LAS VEGAS, NEVADA

A-1.7
FLOOR PLANS



EOT-38017

1 EXTERIOR ELEVATIONS FACING STREETS

1/16" = 1'-0"

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APR 10 2010

DATE DESCRIPTION
FOR PERMIT
FOR CONSTRUCTION

URBAN LOFTS TOWNHOMES
EASTERN AVENUE TOWNHOMES
LARRY S. DAVIS & ASSOCIATES
4512 MONTROSE, HOUSTON, TEXAS 77006, TEL 713-522-6441, FAX 713-529-2126
www.urbanlofts.com

EASTERN AVENUE
TOWNHOMES
BLDG 11

PROJECT NUMBER 2009.06
PRINTED 02-02-2009
DRAWN BY AN
CHECKED BY
FILENAME LAS VEGAS NEVADA

A-3.11
EXT. ELEVATIONS

EOT-38017 - APPLICANT: INTERURBAN CONSTRUCTION, LLC - OWNER: URBAN LOFTS XIV, LTD
NORTHWEST CORNER OF 25TH STREET AND CHARLESTON BOULEVARD

04/27/10

EOT-38017 - APPLICANT: INTERURBAN CONSTRUCTION, LLC - OWNER: URBAN LOFTS XIV, LTD
NORTHWEST CORNER OF 25TH STREET AND CHARLESTON BOULEVARD

04/27/10

EOT-38017 - APPLICANT: INTERURBAN CONSTRUCTION, LLC - OWNER: URBAN LOFTS XIV, LTD
NORTHWEST CORNER OF 25TH STREET AND CHARLESTON BOULEVARD

04/27/10

EOT-38017 - APPLICANT: INTERURBAN CONSTRUCTION, LLC - OWNER: URBAN LOFTS XIV, LTD
NORTHWEST CORNER OF 25TH STREET AND CHARLESTON BOULEVARD

04/27/10

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
TTY 702.386 9108
www.lasvegasnevada.gov

May 23, 2008

Ms. Trinity Schlottman
Urban Lofts XIV, Limited
4512 Montrose Boulevard
Houston, Texas 77006

RE: EOT-27711 – EXTENSION OF TIME
CITY COUNCIL MEETING OF MAY 21, 2008

Dear Ms. Schlottman:

The City Council at a regular meeting held May 21, 2008 APPROVED the request for an Extension of Time of an approved Site Development Plan Review (SDR-11728) FOR A PROPOSED 79-LOT SINGLE FAMILY DEVELOPMENT on 4.2 acres adjacent to the northwest corner of 25th Street and Charleston Boulevard (APN 139-35-815-002), R-PD13 (Residential Planned Development - 13 Units Per Acre) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on May 22, 2008. This approval is subject to:

Planning & Development

1. This Site Development Plan Review (SDR-11728) shall expire on 04/19/10 unless another Extension of Time is approved by the City Council.

2. Conformance to the Conditions of Approval for Site Development Plan Review (SDR-11728) and all other related actions as required by the Planning and Development Department and Department of Public Works.

Sincerely,

Angela Crolli

Angela Crolli
Senior Deputy City Clerk for
Beverly K. Bridges, CMC, City Clerk

cc: See Attached List

EOT-38017

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Ms. Trinity Schlottman
Interurban Construction, LLC
117 South 11th Street
Las Vegas, Nevada 89101

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

June 16, 2006

Mr. Larry Davis
Urban Lofts XIV, Limited
4512 Montrose Boulevard
Houston, Texas 77006

RE: SDR-11728 – SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF APRIL 19, 2006
RELATED TO ZON-11718, WVR-12176 AND VAR-11723

Dear Mr. Davis:

The City Council at a regular meeting held April 19, 2006 APPROVED the request for a Site Development Plan Review FOR A PROPOSED 85-LOT SINGLE FAMILY DEVELOPMENT on 6.07 gross acres adjacent to the northwest corner of 25th Street and Charleston Boulevard (APN 139-35-815-002), C-2 (General Commercial) Zone [PROPOSED: R-PD14 (Residential Planned Development - 14 Units Per Acre) Zone]. The Notice of Final Action was filed with the Las Vegas City Clerk on April 20, 2006. This approval is subject to:

Planning and Development

1. All development shall be in conformance with the site plan for 79 units date stamped April 17, 2006, building elevations date stamped February 7, 2006 and landscape plans date stamped March 7, 2006, except as amended by conditions herein.

2. The subject Site Development Plan Review is contingent upon approval of a General Plan Amendment (GPA-9219) to a Mixed Use land use designation, a Rezoning (ZON-11718) to a R-PD13 Zoning District, a Variance (VAR-11723), a Waiver (WVR-12176), and a Vacation (VAC-11717) 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 03/23/06, building elevations, date stamped 02/07/06, landscape plans date stamped 03/07/08, except as amended by conditions herein.

5. Each guest parking space shall be designed to comply with minimum parking code requirements, subject to review and approval by the Planning Department.

EOT-38017

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

6. The applicant shall provide a landscaping plan along the east side of the project, on 25th Street between Charleston Boulevard and the main entry of the project, subject to review and approval by the Planning Department.

7. A maximum five-foot encroachment for construction of a balcony or patios along the side and rear yards areas is permitted, subject to compliance with minimum building code requirements and subject to review and approval by the Planning Department.

8. The setbacks for this development shall be a minimum of 3.68 feet to the front of the house, 3.68 feet to the front of the garage as measured from end of private street area provided, 0 feet on the side, 3.66 feet on the corner side, and 4.06 feet in the rear.

9. The site plan shall be revised and approved by Planning and Development Department staff, prior to the time application is made for a tentative map, to reflect 53 24-inch box trees and 424 five-gallon shrubs provided along street frontages, subject to review and approval by the Planning Department.

10. A permanent underground sprinkler system shall be installed in all common landscape areas as required by the City of Las Vegas and shall be permanently maintained in a satisfactory manner.

11. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. The landscape plan shall include irrigation specifications.

12. No turf shall be permitted in the non-recreational common areas, such as medians and amenity zones in this development.

13. 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.

14. Prior to approval of the Final Map Mylar, two final landscape plans must be submitted for review and approval by the Planning and Development Department in conformance with the conditions of approval.

15. The elevations shall be revised and approved by Planning and Development Department staff, prior to the time application is made for a building permit, with additional architectural features to comply with the Commercial Development Standards.

16. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

17. Air conditioning units shall not be mounted on rooftops.

18. All utility boxes exceeding 27 cubic feet in size shall meet the standards of Municipal Code Section 19.12.050.

19. Parking lot lighting standards shall be no more than 20 feet in height and shall utilize downward-directed lights. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.

20. 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.

21. 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.

22. All City Code requirements and design standards of all City departments must be satisfied.

Public Works

23. Driveways shall be designed; located and constructed in accordance with Standard Drawing #222a, unless a Deviation from Standards is approved by the City Engineer. The proposed driveway accessing Fremont Street shall also receive approval from the Nevada Department of Transportation.

24. Curbs on at least one side of the proposed private streets shall be constructed of red concrete and "Fire Lane No Parking" signs shall be provided in accordance with the adopted City Code. The curb coloring and signage shall be privately maintained in perpetuity by the Homeowner's Association.

25. The applicant shall submit and receive approval of a request for a Waiver of Title 18 Private Street Requirements.

26. The design and layout of all onsite private circulation and access drives shall meet the approval of the Department of Fire Services.

27. A Homeowners' Association shall be established to maintain all private roadways, landscaping and common areas created with this development. All landscaping 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. Site development to comply with all applicable conditions of approval for Zoning Reclassification ZON 11718 and all other subsequent site-related actions.

29. The final layout of the subdivision shall be determined at the time of approval of the Tentative Map.

30. The approval of all Public Works related improvements shown on this Site Development Plan Review is in concept only. Specific design and construction details relating to size, type and/or alignment of public improvements, including but not limited to street, sewer and drainage improvements, shall be resolved prior to submittal of a Tentative Map or construction drawings, whichever may occur first. No deviations from adopted City Standards shall be allowed unless specific written approval for such is received from the City Engineer prior to the submittal of a Tentative Map or construction drawings, whichever may occur first.

Sincerely,

Carmel Viado
Deputy City Clerk I for
Barbara Jo Ronemus, City Clerk

Margo Wheeler
Director
Planning and Development Department

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Ms. Trinity Schlottman
Interurban Construction, LLC
1700 East Desert Inn Road, Suite #202
Las Vegas, Nevada 89109

Mr. James Lopez
Ms. Amanda Stone
JPL Engineering, Inc.
8620 South Eastern Avenue, Suite #8
Las Vegas, Nevada 89123

Urban Lofts X, Ltd.
1999 Pin Oak Avenue
Las Vegas, NV 89101
Phone: 702-697-0031
Fax: 702-697-0032

April 19, 2010

City of Las Vegas
Planning Department
731 S. 4th Street
Las Vegas, NV 89101

Re: Extension of Time for SDR-11728
Eastern Avenue Lofts

Planning Department,

Urban Lofts XIV, Ltd. is requesting a three-year extension of time for SDR-11728 as extended by EOT-27711. Our organization has constructed two other similar communities in the downtown redevelopment area including the Eleventh Street Lofts and the Fremont Street Lofts communities.

Our organization has experienced many unforeseen challenges since the start of the collapse in the real estate market in early 2007. Our organization had zero sales at either community from 2008 to 2009 making it impossible for us to build additional inventory in an already saturated market. However, persistent negotiations with our banks and investors have proven to be successful as we were able to reduce the prices of our homes by 30% and successfully create a considerable amount of interest in our properties once again. Since the beginning of 2010 we have had 6 sales at our Fremont Street Lofts community and interest continues to grow. We anticipate that phase one of the community will be sold out by the end of this year. However, we still have 49 more lots to construct and sell before we can start any future developments.

We feel that by building smaller floor plans, value engineering, and the lower cost of construction in today's economic climate will allow us to construct and sell out the Fremont Street Lofts project within the next two and a half years. Once the Fremont Street Loft community is completed we would like to immediately start the construction of the Eastern Avenue Lofts in which this EOT is in reference to.

Please consider a three-year extension of time which will allow us to complete the our current developments prior to starting the Eastern Avenue Loft community.

If further assistance is needed please feel free to contact Trinity Schlottman at (702) 204-8737.

Sincerely,

Trinity Schlottman
Urban Lofts X, Ltd.
Las Vegas Division Manager
trinitys@Lsda.net

EOT-38017

City of Las Vegas Agenda Item No.: **50.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JUNE 2, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☒ **Consent** ☐ **Discussion**

SUBJECT:

EOT-38018 - EXTENSION OF TIME - VARIANCE - APPLICANT: INTERURBAN CONSTRUCTION, LLC - OWNER: URBAN LOFTS XIV, LTD - Request for an Extension of Time of a previously approved Variance (VAR-11723) TO ALLOW 11,627 SQUARE FEET OF OPEN SPACE WHERE 61,079 SQUARE FEET IS THE MINIMUM AMOUNT OF OPEN SPACE REQUIRED on 6.07 acres at the northwest corner of 25th Street and Charleston Boulevard (APN 139-35-815-002), R-PD13 (Residential Planned Development - 13 Units Per Acre) Zone, Ward 3 (Reese). Staff recommends APPROVAL.

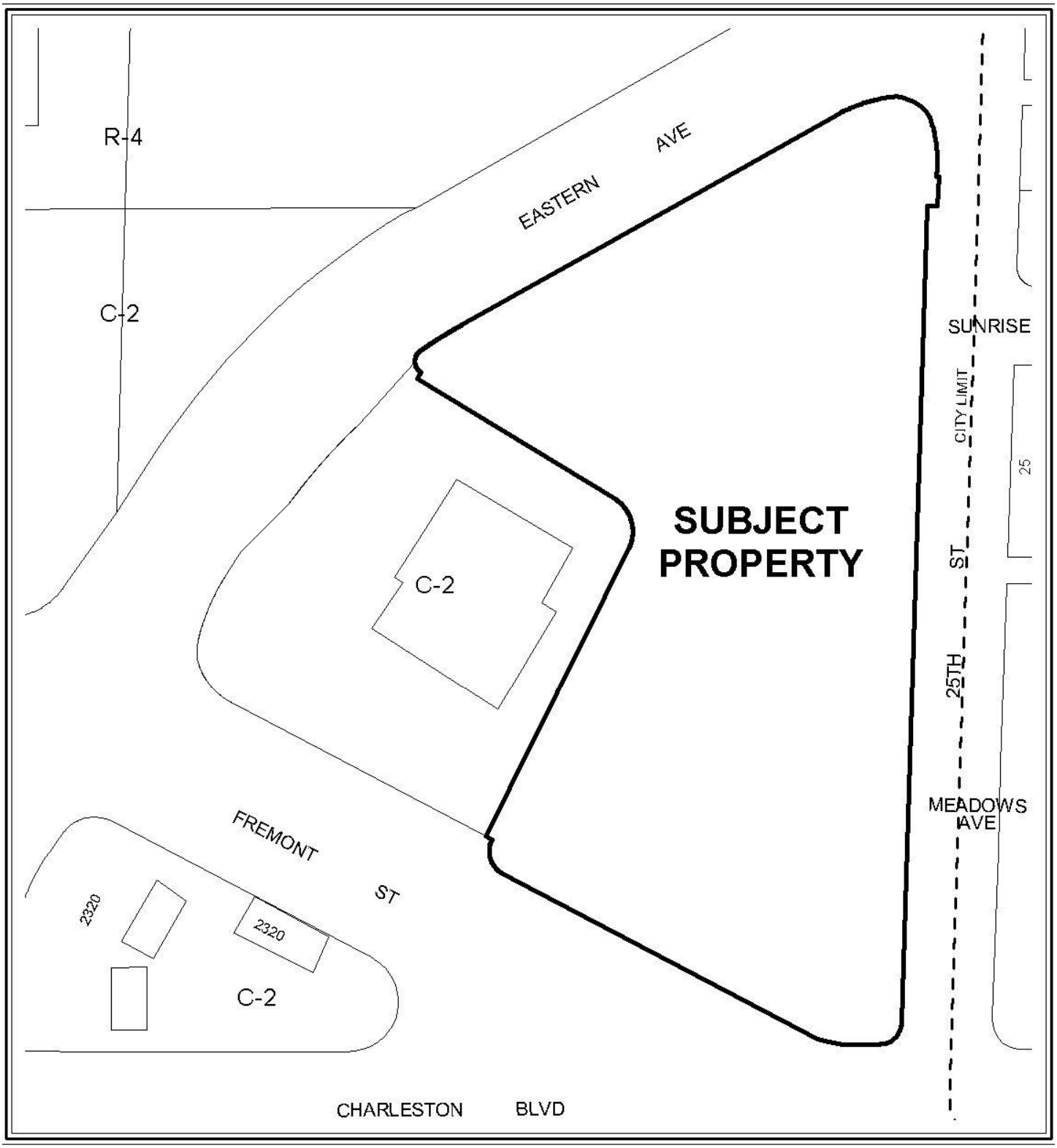
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

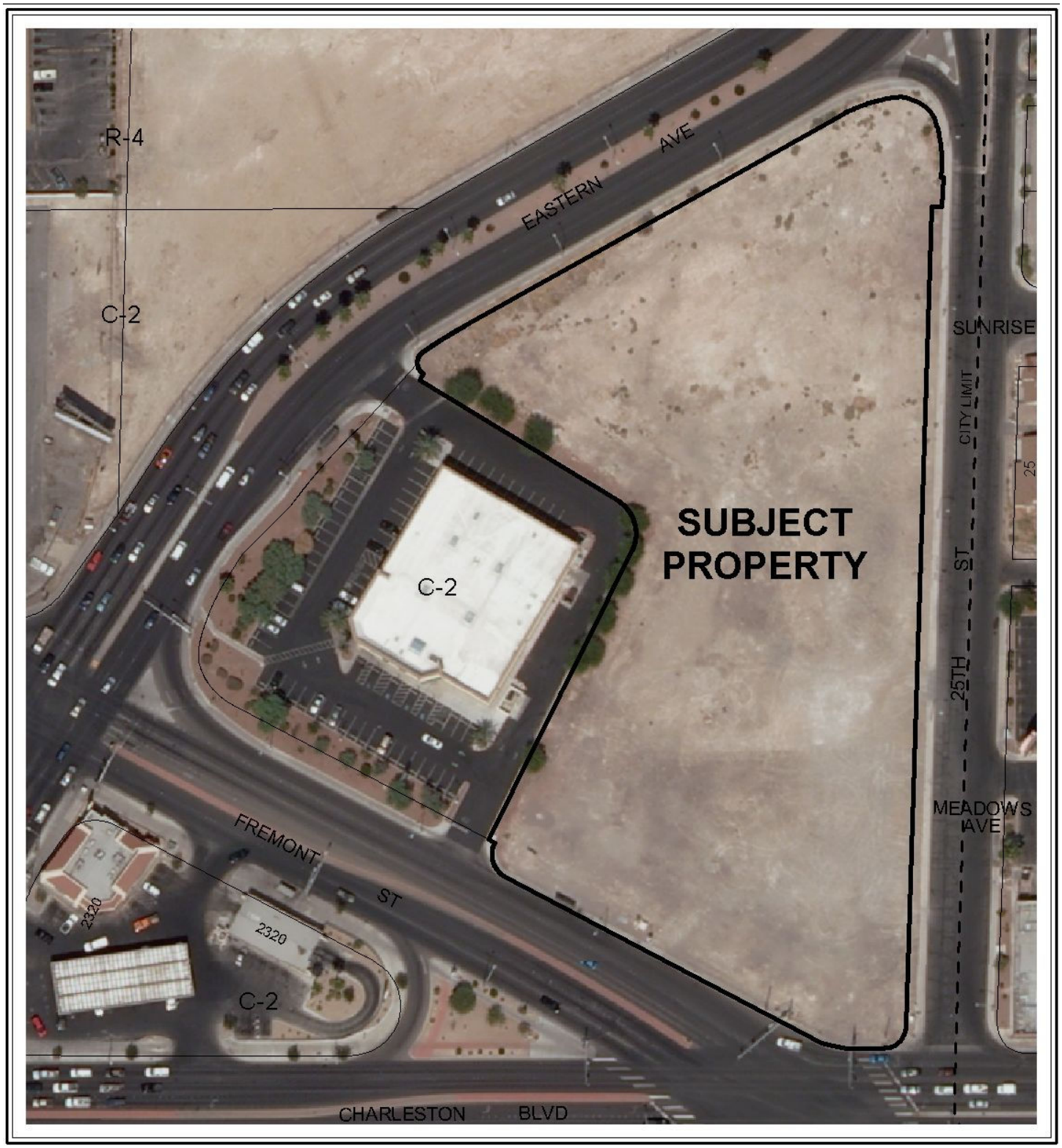
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. City Council Approval Letter for EOT-27713
6. City Council Approval Letter for VAR-11723
7. Justification Letter



CASE: **EOT-38018**

ZONING OF SUBJECT PROPERTY:

R-PD13 (RESIDENTIAL PLANNED DEVELOPMENT - 13 UNITS PER ACRE)



0 100 200 Feet

CASE: **EOT-38018**

ZONING OF SUBJECT PROPERTY:

R-PD13 (RESIDENTIAL PLANNED DEVELOPMENT - 13 UNITS PER ACRE)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JUNE 2, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: INTERURBAN CONSTRUCTION, LLC - OWNER: URBAN LOFTS XIV, LTD.

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-38018	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

EOT-38018 CONDITIONS

Planning and Development

1. This Variance (VAR-11723) shall expire on April 19, 2012 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of the Variance (VAR-11723) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is currently undeveloped land with a previously approved Variance (VAR-11723) to allow 11,627 square feet of open space where 61,079 square feet is the minimum required for a 79-lot single family development located at the northwest corner of 25th Street and Charleston Boulevard. The applicant received approval for a Tentative Map (TMP-16653) for the 79-lot single family development on 11/2/06 and Final Map (FMP-22974) on 7/24/07, but failed to complete the recording process, thereby allowing it to expire. No plans have been submitted for review, nor have building permits been issued for the proposed project. New development and changes in land use are being sought for a proposed 90,595 square-foot shopping center located to the north and west of the subject site.

The applicant is requesting an Extension of Time due to the collapse in the real estate market. Staff has no objection to the request and recommends approval with a two-year time limit. If denied, the Variance (VAR-11723) would be allowed to expire.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
04/19/06	The City Council approved a request for Rezoning (ZON-11718) from C-2 (General Commercial) to R-PD14 (Residential Planned Development - 14 Units Per Acre) on 6.07 acres at the northwest corner of 25th Street and Charleston Boulevard. The Planning Commission recommended approval on 03/23/06.
	The City Council approved a related request for a Waiver (WVR-12176) of Title 18.12.100 to allow 30-foot private streets where 37 feet is the minimum width required.
	The City Council approved a related request for a Variance (VAR-11723) to allow 11,627 square feet of open space where 61,079 square feet is the minimum amount of open space required.
	The City Council approved a related request for a Site Development Plan Review (SDR-11728) for a proposed 85-lot single family development.
05/17/06	The City Council approved a request to change the Future Land Use designation (GPA-9219) to Commercial, Mixed Use, Industrial or Public Facilities on various parcels located within the proposed Las Vegas Redevelopment Plan area and within the proposed Redevelopment Plan expansion area. The Planning Commission recommended approval on 04/13/06.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
11/02/06	The Planning Commission approved a request for a Tentative Map (TMP-16653) for a proposed 79-lot single family development on 6.07 acres adjacent to the northwest corner of 25th Street and Charleston Boulevard.
07/24/07	The Planning and Development Department approved a request for a Final Map Technical Review (FMP-22974) for the "Eastern Avenue Lofts Single Family Townhomes." As of 04/22/10, the map has not been recorded.
05/21/08	The City Council approved a request for an Extension of Time (EOT-27713) of a previously approved Variance (VAR-11723) to allow 11,627 square feet of open space where 61,079 square feet is the minimum amount of open space required adjacent to the northwest corner of 25th Street and Charleston Boulevard.
	The City Council approved a related request for an Extension of Time (EOT-27711) of a previously approved Site Development Plan Review (SDR-11728) for a proposed 79-lot single family development.

Related Building Permits/Business Licenses
No business licenses or 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	
04/27/10	Staff conducted a field check of the subject site with the following observations: • The site is undeveloped with scattered trash and weeds • Numerous campaign signs were posted on the site

Details of Application Request	
Site Area	
Gross Acres	6.07

Surrounding Property	*Existing Land Use Per Title 19.04*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Undeveloped Land-Proposed Single Family Development	MXU (Mixed-Use)	R-PD13 (Residential Planned Development -13 Units Per Acre)
North	Undeveloped Land	C (Commercial)	R-4 (High Density Residential)
	Apartments	MXU (Mixed-Use)	R-4 (High Density Residential)
South	Pawnshop, Retail Establishments, Restaurant	C (Commercial)	C-2 (General Commercial)
East	Single Family Dwellings- Clark County	RM (Residential Medium) - Clark County	R-3 (Multi-Family Residential) - Clark County
	Tavern/Car Leasing-Clark County	CN (Commercial Neighborhood) - Clark County	C-2 (General Commercial) - Clark County
	Shop- Clark County	CN (Commercial Neighborhood) - Clark County	C-2 (General Commercial) - Clark County
West	Retail Establishment	C (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		Y
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 Variance (VAR-11723) to allow 11,627 square feet of open space where 61,079 square feet is the minimum amount of open space required for a 79-lot single family development. A Tentative Map (TMP-16653) for the proposed project was approved on 11/2/06 and a Final Map (FMP-22974) approved on 07/24/07, but the applicant failed to complete the recording process,

thereby allowing the map to expire. No plans have been submitted for review, nor have building permits been issued for the proposed project. Staff conducted a field check of the subject site and found scattered trash and weeds with numerous campaign signs. New development and changes in land use are being sought for a proposed 90,595 square-foot shopping center located to the north and west of the subject site.

FINDINGS

The Variance (VAR-11723) has not met the requirements outlined in Title 19.18.070 to exercise the entitlement as construction has not yet been for the proposed project. The applicant is requesting an Extension of Time due to the collapse in the real estate market. Staff has no objection to the request and recommends approval with a two-year time limit. Conformance to the conditions of approval of the Variance (VAR-11723) shall be required.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-38018** APN: 13935815002

Name of Property Owner: URBAN LOFTS XIV, LTD.

Name of Applicant: INTERURBAN CONSTRUCTION, LLC

Name of Representative: _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: LARRY S DAVIS

Subscribed and sworn before me

This 9 day of APRIL, 2010

_____
Notary Public in and for said County and State

NOTARY PUBLIC STATE OF TEXAS
LINDA I. BLAIR
Notary Public, State of Texas
My Commission Expires
March 20, 2012

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time

Project Address (Location) Northwest Corner of 25th Street and Charleston Blvd

Project Name Eastern Avenue Lofts **Proposed Use** 79 lot Single Family

Assessor's Parcel #(s) 13935815002 **Ward #** 3

General Plan: existing MXU proposed NA **Zoning:** existing RPD13 proposed NA

Commercial Square Footage NA **Floor Area Ratio** NA

Gross Acres NA **Lots/Units** NA **Density** NA

Additional Information VAR11723 as extended by EOT 27713

PROPERTY OWNER Urban Lofts XIV, LTD **Contact** Trinity Schlottman

Address 177 West Gray Street **Phone:** (702) 204-8737 **Fax:** (702) 697-0032

City Houston **State** Texas **Zip** 77019

E-mail Address trinitys@Lsda.net

APPLICANT Interurban Construction, LLC **Contact** Trinity Schlottman

Address 1999 Pin Oak Avenue **Phone:** (702) 204-8737 **Fax:** (702) 697-0032

City Las Vegas **State** Nevada **Zip** 89101

E-mail Address trinitys@Lsda.net

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 LARRY S. DAVIS

Subscribed and sworn before me

This 9 day of APRIL, 20 10.

Linda I. Blair

Notary Public in and for said County and State

LINDA I. BLAIR
Notary Public, State of Texas
My Commission Expires
March 20, 2012

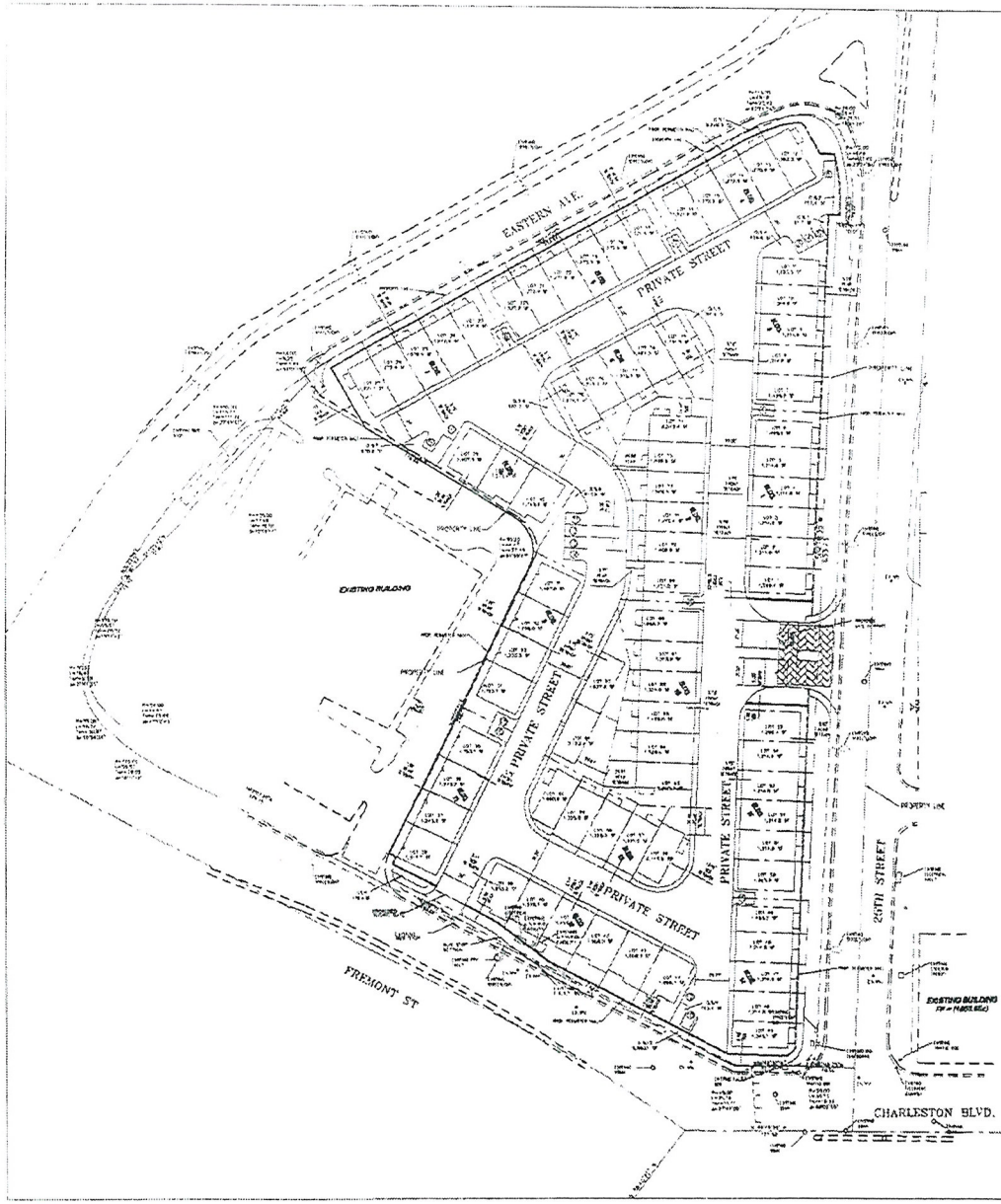
FOR DEPARTMENT USE ONLY

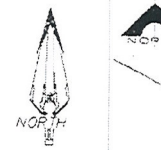
Case #	EOT-38013
Meeting Date:	6/2/10
Total Fee:	$300.00
Date Received:*	4/19/10
Received By:	

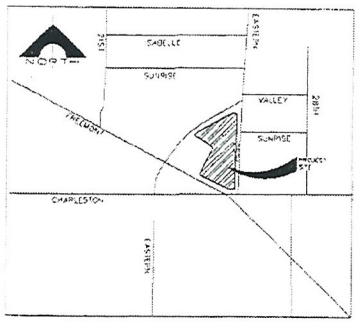
*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

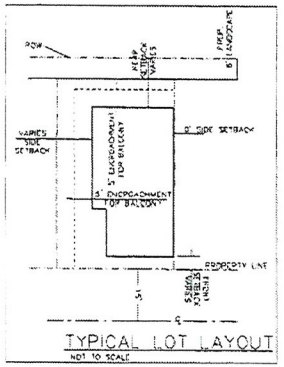






VICINITY MAP

1"=40'



TYPICAL LOT LAYOUT

NOT TO SCALE

SETBACK PROVIDED:

FRONT: 3.58' - 6.89'

REAR: 4.06'-06.68'

SIDE: 0'-14.14'

LEGEND

EXISTING		PROPOSED
	CENTERLINE	
	PROPERTY LINE	
	CURB & GUTTER	
	OPEN SPACE	
	GUEST PARKING	
	SETBACK LINE	
	PROP. PERIMETER WALL	

OWNER:

URBAN LOFTS NV, LTD
CONTACT: LARRY DAVIS
4512 MONTROSE BOULEVARD
HOUSTON, TEXAS 77006

SITE DATA:

PROPOSED 79 LOT SINGLE FAMILY
RESIDENTIAL SUBDIVISION

APN: 139-36-815-002

EXISTING ZONING: C-2
PROPOSED ZONING: PRD 14

LOT AREA (GROSS): APPROX. 6.07 ACRES
LOT AREA (NET): 4.24 ACRES
LOT AREA (WITH VACATION): 4.51 ACRES
DENSITY OF THE SUBDIVISION: 13 UNITS/AC

MAX HEIGHT OF DISTRICT: 3 STORIES/35'

OPEN SPACE REQUIRED: 61,079 SF
OPEN SPACE PROVIDED: 18,539 SF

O.S. #1 =	9,450 SF
O.S. #2 =	158 SF
O.S. #3 =	82 SF
O.S. #4 =	440 SF
O.S. #5 =	365 SF
O.S. #6 =	382 SF
O.S. #7 =	678 SF
O.S. #8 =	911 SF
O.S. #9 =	193 SF
O.S. #10 =	5,660 SF
O.S. #11 =	178 SF
TOTAL =	18,715 SF

PARKING:

PARKING REQUIRED: 158 (BASED ON 2:1 SINGLE FAMILY)
PARKING PROVIDED: 158 PRIVATE
20 GUEST PARKING
TOTAL 178

NOTE:

- ALL STREETS ARE PRIVATE DRIVE AND TO BE MAINTAINED BY H.O.A.
- LANDSCAPE WITHIN THE COMMON AREA TO BE MAINTAINED BY H.O.A.

JPL ENGINEERING INC.

8620 SOUTH EASTERN AVE, SUITE 8
LAS VEGAS, NV 89123
Phone (702) 898-8289 • Fax (702) 898-0647

EASTERN FREMONT LOFTS

EASTERN AVENUE
TOWNHOMES
SITEPLAN

MARCH 2, 2006

JOB #

SHEET NO.
S1
1 OF 1 SHEETS

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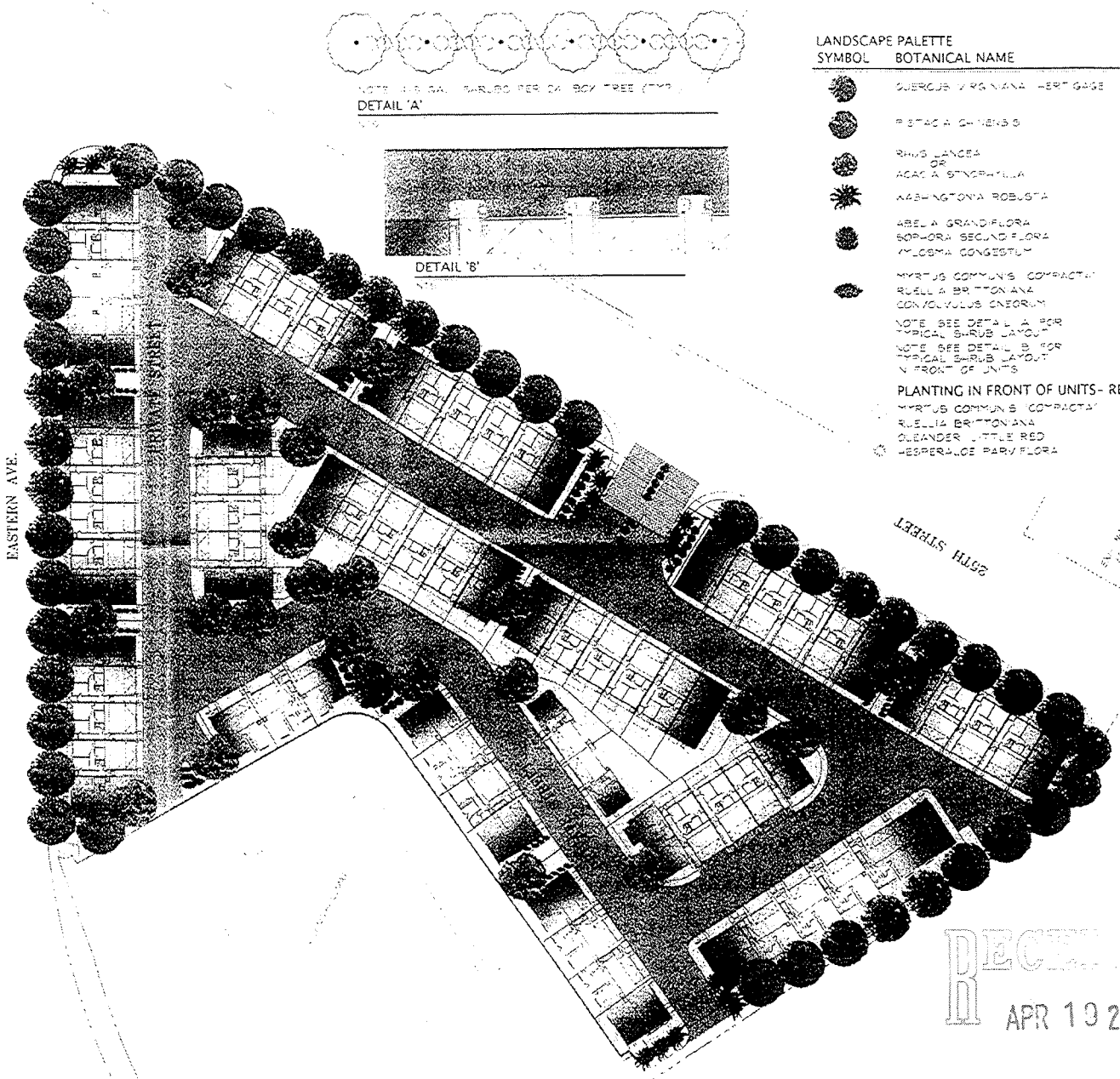
EOT-38018



NOTE: [illegible] GAL. SHRUBS PER 24" BOX TREE (TYP.)

DETAIL 'A'

DETAIL 'B'

LANDSCAPE PALETTE

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE
	QUERCUS VIRGINIANA HERTIGAGE	OAK	24" BOX
	PISTACIA CHINENSIS	CHINESE PISTACHE	24" BOX
	RHUS LANCEA OR ACACIA STINOPHYLLA	AFRICAN SUMAC	24" BOX
		SHOESTRING ACACIA	24" BOX
	WASHINGTONIA ROBUSTA	MEXICAN FAN PALM	15'-20' BTH
	ABELIA GRANDIFLORA	GLOSSY ABELIA	5 GAL
	SOPHORA SECUNDIFLORA	TEXAS MOUNTAIN LAUREEL	5 GAL
	XYLOSMA CONGESTUM	XYLOSMA	5 GAL
	MYRTUS COMMUNIS 'COMPACTA'	DWARF MYRTUS	5 GAL
	RUELLIA BRITTONIANA	RUELLIA	5 GAL
	CONVOLVULUS CNEORUM	BUSH MORNING GLORY	5 GAL

NOTE: SEE DETAIL 'A' FOR TYPICAL SHRUB LAYOUT

NOTE: SEE DETAIL 'B' FOR TYPICAL SHRUB LAYOUT IN FRONT OF UNITS

PLANTING IN FRONT OF UNITS- REFER TO DETAIL 'B'

MYRTUS COMMUNIS 'COMPACTA'	DWARF MYRTUS
RUELLIA BRITTONIANA	RUELLIA
OLEANDER LITTLE RED	LITTLE RED OLEANDER
HESPERALOE PARVIFLORA	RED YUCCA

VAR-11723
SDR-11728
04-19-06 CC
REVISED 04-17-06

RECEIVED
APR 19 2010

DesignScapes
Landscape Architecture • Planning
5269 Green Forest Way
Las Vegas, Nevada 89118
Phone: 889-8679

PLANTING PLAN
EASTERN AVENUE
TOWNHOMES
BLDGS 1 THRU 17

REGISTERED LANDSCAPE ARCHITECT
THOMAS DELLACHIA
517
STATE OF NEVADA

Date 2.6.06
Scale 1"=30'
Drawn by
Checked by
Sheet
LP.2
OF SHEET

EOT-38018

DOOR SCHEDULE "TOWER UNIT"

TYPE	QUANT'TY	DESCRIPTION
		2'-8" X 6'-8" FLUSH WOOD
		2'-6" X 6'-8" FLUSH WOOD
		2'-0" X 6'-8" POCKET WOOD
		2'-6" X 6'-8" POCKET WOOD
		2'-0" SHOWER DOOR TEMPERED GLASS

WINDOW SCHEDULE "TOWER UNIT"

TYPE	QUANTITY	DESCRIPTION
		2'-8" X 2'-8" FIXED GLASS METAL
		FLUSH AWNING 4'-1.0" FIXED GLASS MTL
		2 X 3060 SINGLE HUNG METAL

DOOR SCHEDULE "TOWER UNIT"

TYPE	QUANT'TY	DESCRIPTION
		2'-8" X 6'-8" FLUSH WOOD
		6'-0" X 6'-8" SLIDING GLASS DOOR TEMPERED GLASS
		2'-3" X 3'-6" JOB BUILT DOOR

WINDOW SCHEDULE "TOWER UNIT"

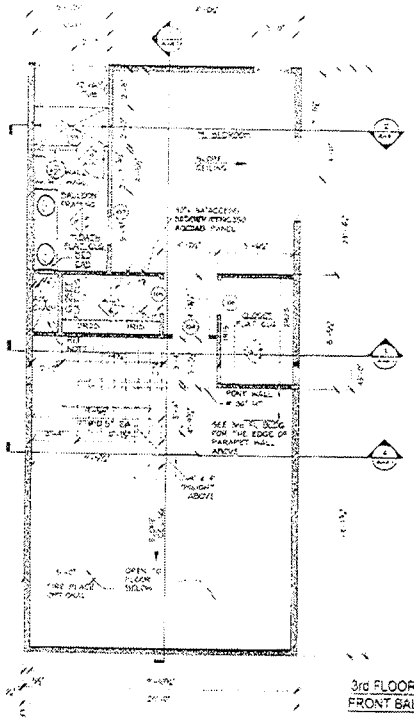
TYPE	QUANTITY	DESCRIPTION
		2'-8" X 2'-8" FIXED GLASS METAL
		13'-0" X 2'-0" FIXED GLASS METAL
		2 X 4060 SINGLE HUNG METAL

DOOR SCHEDULE "TOWER UNIT"

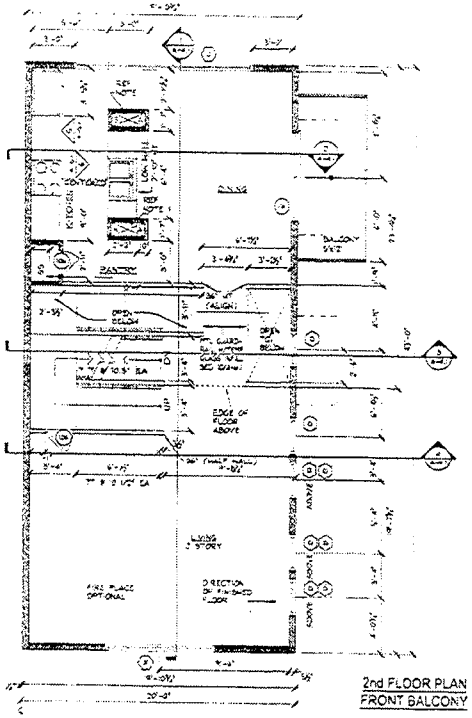
TYPE	QUANT'TY	DESCRIPTION
		3'-0" X 6'-8" FLUSH METAL
		2'-8 1/2" X 6'-8" HR 3/8" SOLID CORE W/GASKET
		2'-0" X 6'-8" FLUSH WOOD
		2'-8" X 6'-8" FLUSH WOOD
		2'-0" X 6'-8" POCKET WOOD
		2'-0" X 6'-8" POCKET WOOD
		5'-0" X 6'-8" BIFOLD
		16'-0" X 7'-0" OVERHEAD DOOR
		6'-0" X 6'-8" SLIDING GLASS DOOR TEMPERED GLASS
		3'-0" X 3'-0" POCKET WOOD

WINDOW SCHEDULE "TOWER UNIT"

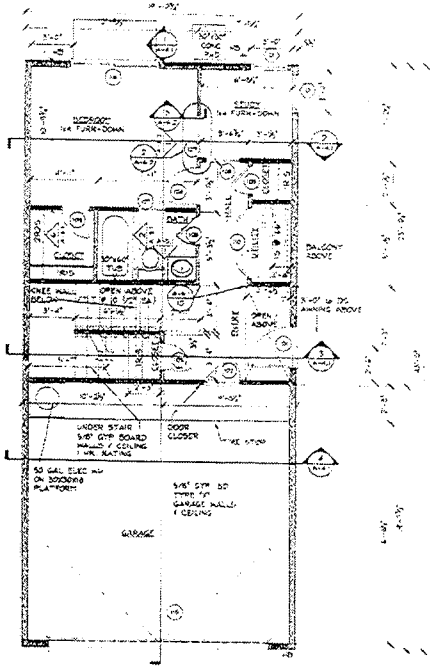
TYPE	QUANTITY	DESCRIPTION
		2'-8" X 2'-8" FIXED GLASS METAL



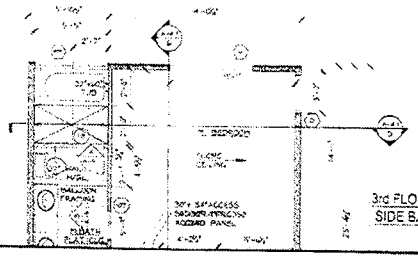
3rd FLOOR PLAN
FRONT BALCONY



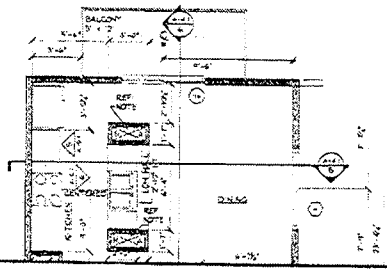
2nd FLOOR PLAN
FRONT BALCONY



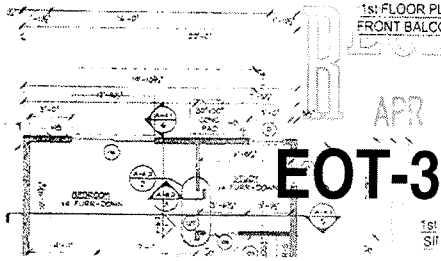
1st FLOOR PLAN
FRONT BALCONY



3rd FLOOR PLAN
SIDE BALCONY



2nd FLOOR PLAN
SIDE BALCONY



1st FLOOR PLAN
SIDE BALCONY

NOTE:
1. DRAFTSTOPPING SHALL BE INSTALLED PARALLEL TO THE FLOOR FRAMING & THICKNESS OF 3/8" WOOD STRUCTURAL PANELS. (IRC SECTION 502.12)

1 FLOOR PLANS TOWER UNIT
1/4" = 1'-0"

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EASTERN AVENUE TOWNHOMES
LARRY S. DAVIS & ASSOCIATES
4512 MONTROSE, HOUSTON, TEXAS 77006, TEL 713-522-6441, FAX 713-529-2126
www.urbanlofts.com

EASTERN AVENUE
TOWNHOMES
TOWER UNIT

2005.06

LAS VEGAS, NEVADA

A-1.1
FLOOR PLANS

DOOR SCHEDULE - LESTER F UNIT

TYPE	QUANTITY	DESCRIPTION
01	1	2'-0" X 6'-8" FLUSH WOOD
02	1	2'-0" X 6'-8" POCKET WOOD
03	1	2'-0" X 6'-8" POCKET WOOD
04	1	2'-0" SHOWER DOOR TEMPERED GLASS
05	1	PR 1'-0" X 6'-8" FLUSH WOOD

WINDOW SCHEDULE - LESTER F UNIT

TYPE	QUANTITY	DESCRIPTION
A	2	2'-8" X 2'-0" FIXED GLASS METAL
B	2	2'-8" X 2'-8" FIXED TEMP GLASS METAL
FW	4	FLUSH WINALLS 1'-0" FIXED GLASS WOOD
C	2	2' X 3060 SINGLE HUNG METAL
D	1	10'-0" X 7'-0" FIXED GLASS METAL

3rd FLOOR PLAN 1/2 GABLE ROOF

DOOR SCHEDULE - LESTER F UNIT

TYPE	QUANTITY	DESCRIPTION
01	1	2'-0" X 6'-8" FLUSH WOOD
03	1	2'-8"X6'-8" FLUSH WOOD
4	1	2'-8" X 6'-8" HR DR W/ FULL LITE TEMP GLASS

WINDOW SCHEDULE - LESTER F UNIT

TYPE	QUANTITY	DESCRIPTION
A	1	10'-8" X 2'-8" FIXED GLASS METAL
B	1	2'-8" X 2'-8" FIXED TEMP GLASS METAL
D	1	9'-0" X 7'-0" FIXED GLASS METAL
E	1	9'-0" X 7'-0" FIXED GLASS METAL
F	1	2' X 4080 SINGLE HUNG METAL

2nd FL. PLAN 1/2 GABLE & SHED ROOF

DOOR SCHEDULE - LESTER F UNIT

TYPE	QUANTITY	DESCRIPTION
01	1	3'-0" X 6'-8" FLUSH METAL
02	1	2'-8"x 6'-8" HR 1 3/8" SOLID CORE W/GASKET
03	3	2'-0" X 6'-8" FLUSH WOOD
04	1	2'-8" X 6'-8" FLUSH WOOD
10	1	15'-0" X 7'-0" BIFOLD
11	1	16'-0" X 7'-0" OVERHEAD DOOR
12	1	10'-0"x6'-8" SLIDING TEMPERED GLASS DOOR
13	1	2'-0" X 6'-8" FLUSH METAL

WINDOW SCHEDULE - LESTER F UNIT

TYPE	QUANTITY	DESCRIPTION
B	1	3'-0" X 6'-0" SINGLE HUNG METAL

1st FL. PLAN LARGE BEDROOM "OPTIONAL"

DOOR SCHEDULE - LESTER F UNIT

TYPE	QUANTITY	DESCRIPTION
01	1	3'-0" X 6'-8" FLUSH METAL
02	1	2'-8"x 6'-8" HR 1 3/8" SOLID CORE W/GASKET
03	3	2'-0" X 6'-8" FLUSH WOOD
04	1	2'-8" X 6'-8" FLUSH WOOD
08	1	2'-0" X 6'-8" POCKET WOOD
10	1	15'-0" X 6'-8" BIFOLD
11	1	16'-0" X 7'-0" OVERHEAD DOOR
12	1	6'-0"X6'-8" SLIDING TEMPERED GLASS DOOR
13	1	2'-0" X 6'-8" FLUSH METAL

WINDOW SCHEDULE - LESTER F UNIT

TYPE	QUANTITY	DESCRIPTION
B	1	3'-0" X 6'-0" SINGLE HUNG METAL
E	2	2'-8" X 2'-8" FIXED TEMP GLASS METAL

1st FLOOR PLAN

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3rd FLOOR PLAN SHED ROOF

WINDOW SCHEDULE - LESTER F UNIT

TYPE	QUANTITY	DESCRIPTION
D	1	2'-8" X 2'-8" FIXED GLASS METAL
FW	2	FLUSH WINALLS 1'-0" FIXED GLASS WOOD

2nd FL. PLAN W / OUT BALCONY

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1 FLOOR PLANS LESTER F UNIT
1/4" = 1'-0"

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EASTERN AVENUE
TOWNHOMES
LESTER F UNIT

PROJECT NUMBER
2005.05
PRINTED
02-03-2006
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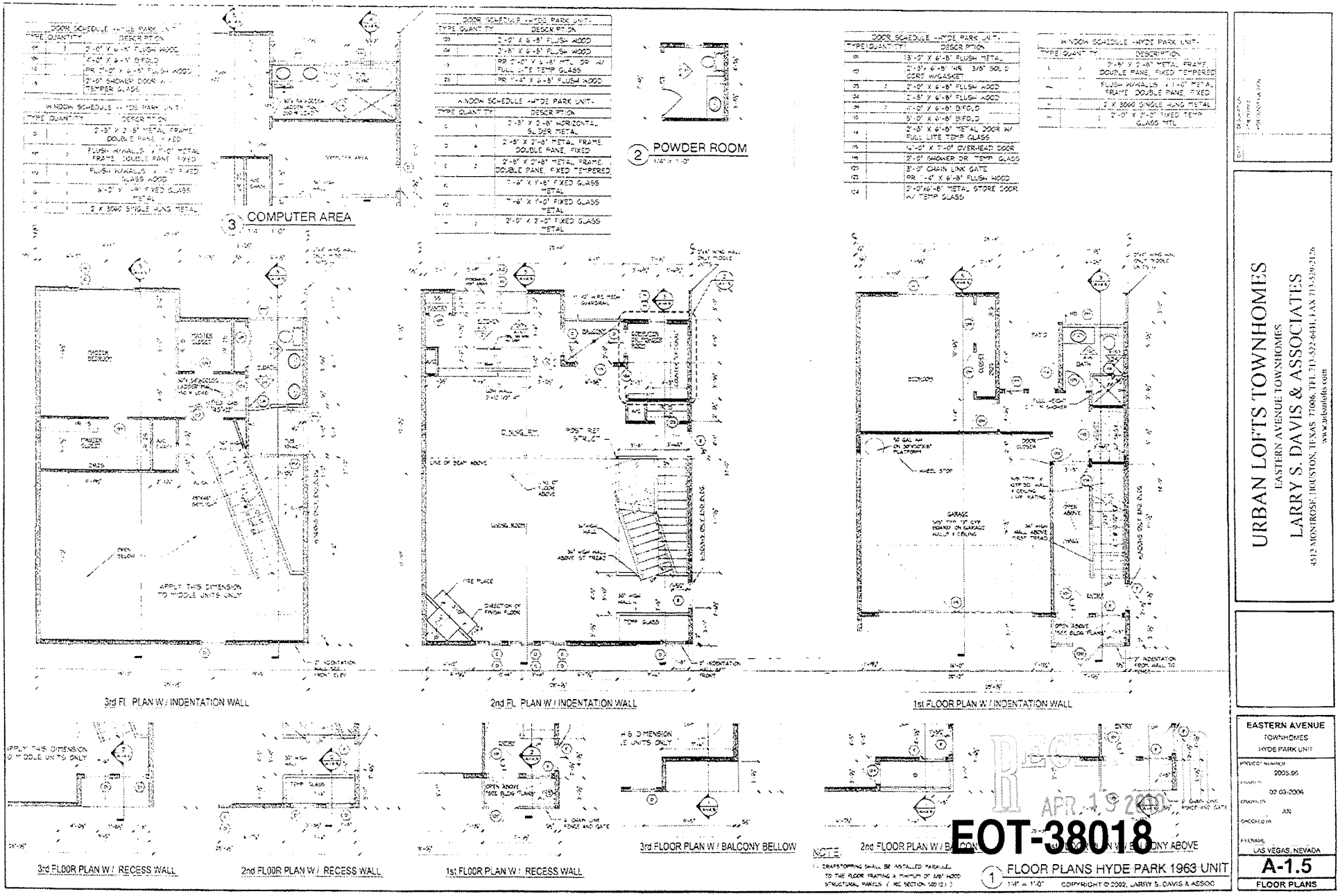
AN
CHECKED BY
FILENAME
LAS VEGAS NEVADA

A-1.2
FLOOR PLANS



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EASTERN AVENUE
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HYDE PARK UNIT

PROJECT NUMBER 2003.06
DATE 02-03-2006
DRAWN BY JAN
CHECKED BY
FILENAME LAS VEGAS, NEVADA

A-1.5
FLOOR PLANS

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DOOR SCHEDULE - "ALBANY"

TYPE	QUANTITY	DESCRIPTION
103	1	2'-0" X 6'-8" FLUSH WOOD
104	1	2'-8" X 6'-8" FLUSH WOOD
107	1	2'-0" X 6'-8" POCKET WOOD
108	1	2'-0" SHOWER DR. TEMP. GLASS

WINDOW SCHEDULE - "ALBANY"

TYPE	QUANTITY	DESCRIPTION
D	2	2'-8" X 2'-8" METAL FRAME, DOUBLE PANE, FIXED
E	1	2'-8" X 2'-8" METAL FRAME, DOUBLE PANE, FIXED TEMPERED
FW	2	FLUSH W/WALLS x 1'-0" FIXED GLASS METAL
G	1	6'-0" X 1'-9" FIXED GLASS METAL
H	1	2 X 3060 SINGLE HUNG METAL
I	1	5'-0" X 4'-0" FIXED GLASS WOOD

DOOR SCHEDULE - "ALBANY"

TYPE	QUANTITY	DESCRIPTION
106	1	1'-6"x6'-8" FLUSH, WOOD
1	1	2'-8" X 6'-8" METAL DOOR W/ FULL LITE TEMP GLASS

WINDOW SCHEDULE - "ALBANY"

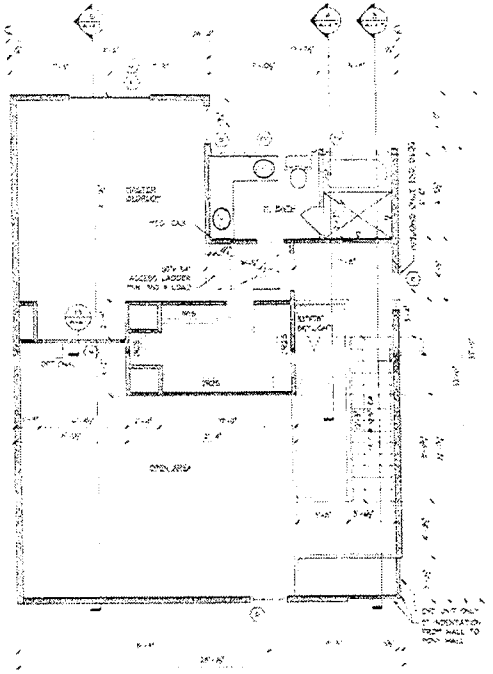
TYPE	QUANTITY	DESCRIPTION
C	4	2'-8" X 2'-8" HORIZONTAL SLIDER METAL
D	5	2'-8" X 2'-8" METAL FRAME, DOUBLE PANE, FIXED
E	3	2'-8" X 2'-8" METAL FRAME, DOUBLE PANE, FIXED TEMPERED

DOOR SCHEDULE - "ALBANY"

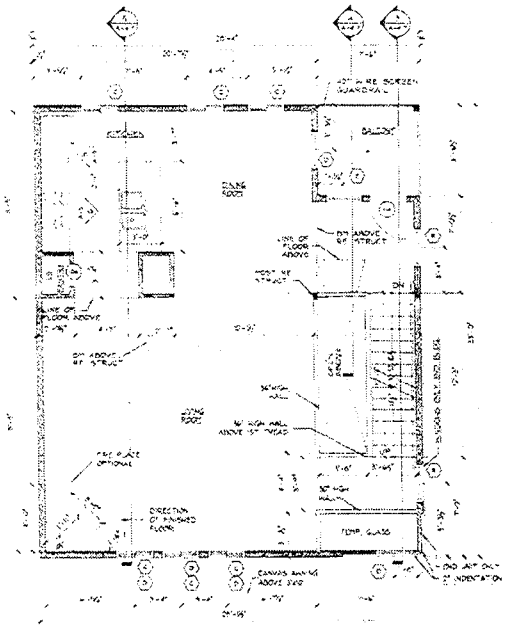
TYPE	QUANTITY	DESCRIPTION
101	1	3'-0" X 6'-8" FLUSH METAL
102	1	2'-8"x 6'-8" 1HR 1 3/8" SOLID CORE W/GASKET
103	2	2'-0" X 6'-8" FLUSH WOOD
104	1	2'-8" X 6'-8" FLUSH WOOD
105	1	2'-6" X 6'-8" POCKET WOOD
10	1	5'-0" X 6'-8" BIFOLD
11	1	6'-0" X 6'-8" BIFOLD
14	1	2'-8" X 6'-8" METAL DOOR W/ FULL LITE TEMP GLASS
15	1	16'-0" X 7'-0" OVERHEAD DOOR
100	1	3'-0" CHAIN LINK GATE

WINDOW SCHEDULE - "ALBANY"

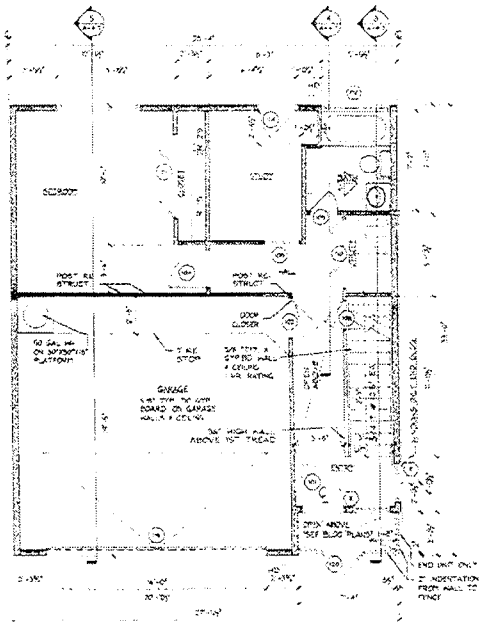
TYPE	QUANTITY	DESCRIPTION
E	2	2'-8" X 2'-8" METAL FRAME, DOUBLE PANE, FIXED TEMPERED
FW	1	FLUSH W/WALLS x 1'-0" FIXED GLASS METAL
H	1	2 X 3060 METAL FRAME, DOUBLE PANE, SINGLE HUNG



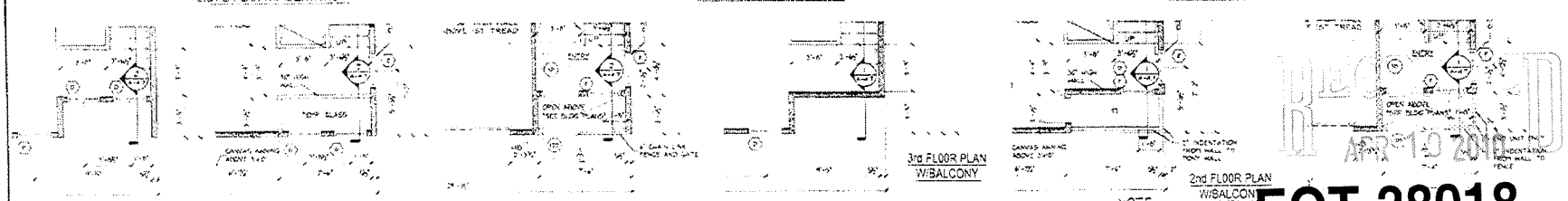
3rd FL. PLAN W/INDENTATION



2nd FL. PLAN W/INDENTATION



1st FLOOR PLAN W/INDENTATION WALL



3rd FP W/RECESS WALL

2nd FP W/RECESS WALL

1st FP W/RECESS WALL

3rd FLOOR PLAN W/BALCONY

2nd FLOOR PLAN W/BALCONY

1 FLOOR PLANS ALBANY UNIT
1/4" = 1'-0"

NOTE:
- DRAFTSTOPPING SHALL BE INSTALLED PARALLEL TO THE FLOOR FRAMING A MINIMUM OF 3/4" HOLD STRUCTURAL PANELS. (IRC SECTION 602.12.1)

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EASTERN AVENUE TOWNHOMES

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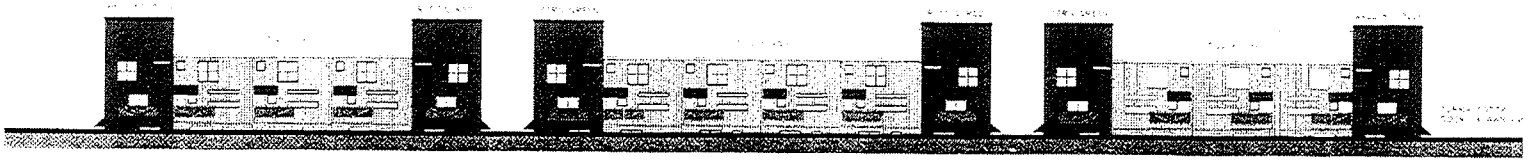
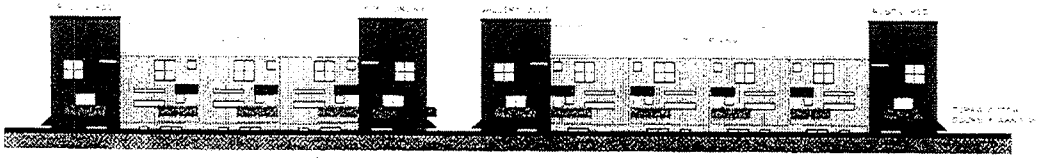
EASTERN AVENUE
TOWNHOMES
ALBANY UNIT

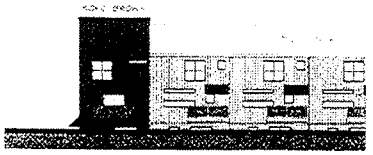
PROJECT NUMBER: 2005-06
PRINTED: 02-03-2006
DRAWN BY: AN
CHECKED BY:
FILENAME: LAS VEGAS, NEVADA

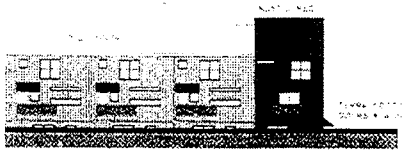
A-1.7

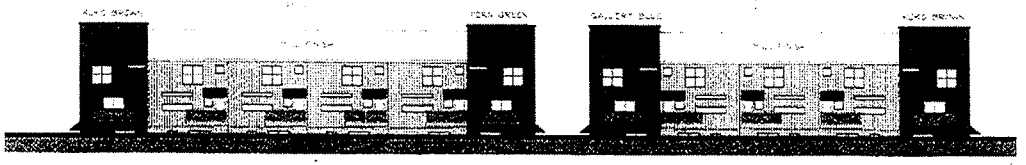
FLOOR PLANS

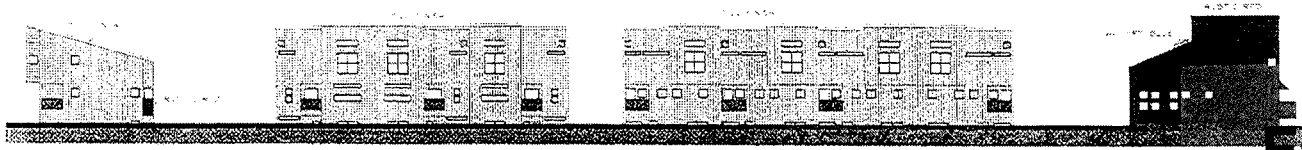












1 EXTERIOR ELEVATIONS FACING STREETS

1/16" = 1'-0"

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RECEIVED
APR 19 2010

EOT-38018

DATE DESCRIPTION
FOR PERMIT
FOR CONSTRUCTION

URBAN LOFTS TOWNHOMES
EASTERN AVENUE TOWNHOMES
LARRY S. DAVIS & ASSOCIATES
4512 MONTROSE, HOUSTON, TEXAS 77006, TEL 713-522-6411, FAX 713-529-3126
www.urbanlofts.com

EASTERN AVENUE
TOWNHOMES
BLDG

PROJECT NUMBER
2005.06
PRINTED
02-03-2009
DRAWN BY
AN
CHECKED BY

LAS VEGAS, NEVADA

A-3.11
EXT. ELEVATIONS

EOT-38018 - APPLICANT: INTERURBAN CONSTRUCTION, LLC - OWNER: URBAN LOFTS XIV, LTD
NORTHWEST CORNER OF 25TH STREET AND CHARLESTON BOULEVARD

04/27/10

EOT-38018 - APPLICANT: INTERURBAN CONSTRUCTION, LLC - OWNER: URBAN LOFTS XIV, LTD
NORTHWEST CORNER OF 25TH STREET AND CHARLESTON BOULEVARD

04/27/10

EOT-38018 - APPLICANT: INTERURBAN CONSTRUCTION, LLC - OWNER: URBAN LOFTS XIV, LTD
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04/27/10

EOT-38018 - APPLICANT: INTERURBAN CONSTRUCTION, LLC - OWNER: URBAN LOFTS XIV, LTD
NORTHWEST CORNER OF 25TH STREET AND CHARLESTON BOULEVARD

04/27/10

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
TTY 702.386.9108
www.lasvegasnevada.gov

May 23, 2008

Ms. Trinity Schlottman
Urban Lofts XIV, Limited
4512 Montrose Boulevard
Houston, Texas 77006

RE: EOT-27713 – EXTENSION OF TIME
CITY COUNCIL MEETING OF MAY 21, 2008

Dear Ms. Schlottman:

The City Council at a regular meeting held May 21, 2008 APPROVED the request for an Extension of Time of an approved Variance (VAR-11723) TO ALLOW 11,627 SQUARE-FEET OF OPEN SPACE WHERE 61,079 SQUARE FEET IS THE MINIMUM AMOUNT OF OPEN SPACE REQUIRED on 4.2 acres adjacent to the northwest corner of 25th Street and Charleston Boulevard (APN 139-35-815-002), R-PD13 (Residential Planned Development - 13 Units Per Acre) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on May 22, 2008. This approval is subject to:

Planning & Development

1. This Variance (VAR-11723) shall expire on 04/19/10 unless another Extension of Time is approved by the City Council.

2. Conformance to the Conditions of Approval for (VAR-11723) and all other related actions as required by the Planning and Development Department and Department of Public Works.

Sincerely,

Angela Crolli

Angela Crolli
Senior Deputy City Clerk for
Beverly K. Bridges, CMC, City Clerk

cc: See Attached List

EOT-38018

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Ms. Trinity Schlottman
Interurban Construction, LLC
117 South 11th Street
Las Vegas, Nevada 89101

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

June 16, 2006

Mr. Larry Davis
Urban Lofts XIV, Limited
4512 Montrose Boulevard
Houston, Texas 77006

RE: VAR-11723 – VARIANCE
CITY COUNCIL MEETING OF APRIL 19, 2006
RELATED TO ZON-11718, WVR-12176 AND SDR-11728

Dear Mr. Davis:

The City Council at a regular meeting held April 19, 2006 APPROVED the request for a Variance TO ALLOW 11,627 SQUARE FEET OF OPEN SPACE WHERE 61,079 SQUARE FEET IS THE MINIMUM AMOUNT OF OPEN SPACE REQUIRED on 6.07 gross acres at the northwest corner of 25th Street and Charleston Boulevard (APN 139-35-815-002), C-2 (General Commercial) Zone [PROPOSED: R-PD14 (Residential Planned Development - 14 Units Per Acre) Zone]. The Notice of Final Action was filed with the Las Vegas City Clerk on April 20, 2006. This approval is subject to:

Planning and Development

1. The approval is for 18,715 square feet of open space where 56,715 is required.

2. The subject Site Development Plan is contingent upon approval of a General Plan Amendment (GPA-9219) to Mixed Use land use designation, Rezoning (ZON-11718) to a R-PD13 Zoning District, Site Development Plan Review (SDR-11728), Waiver (WVR-12176), and Vacation (VAC-11717) approved by the City Council.

3. This Variance shall expire two years from the date of final approval, unless it is exercised or an Extension of Time is granted by the City of Las Vegas.

4. In lieu of compliance with the open space requirements of Municipal Code 19.06.040, the developer will be allowed to make a contribution To Whom It May Concern: the City of Las Vegas Parks CIP Fund in the amount of $50,000 to be utilized by the City Council for improvements to existing public parks nearby. This contribution must be made to Land Development prior to approval of a Final Map; otherwise the developer is still required to comply with the Open Space requirement in accordance with Title 19 of the Las Vegas 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

EOT-38018

Sincerely,

Carmel Viado
Deputy City Clerk I for
Barbara Jo Ronemus, City Clerk

Margo Wheeler
Director
Planning and Development Department

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Ms. Trinity Schlottman
Interurban Construction, LLC
1700 East Desert Inn Road, Suite #202
Las Vegas, Nevada 89109

Mr. James Lopez
Ms. Amanda Stone
JPL Engineering, Inc.
8620 South Eastern Avenue, Suite #8
Las Vegas, Nevada 89123

Urban Lofts X, Ltd.
1999 Pin Oak Avenue
Las Vegas, NV 89101
Phone: 702-697-0031
Fax: 702-697-0032

April 19, 2010

City of Las Vegas
Planning Department
731 S. 4th Street
Las Vegas, NV 89101

Re: Extension of Time for VAR-11723
Eastern Avenue Lofts

Planning Department,

Urban Lofts XIV, Ltd. is requesting a three-year extension of time for VAR-11723 as extended by EOT-27713. Our organization has constructed two other similar communities in the downtown redevelopment area including the Eleventh Street Lofts and the Fremont Street Lofts communities.

Our organization has experienced many unforeseen challenges since the start of the collapse in the real estate market in early 2007. Our organization had zero sales at either community from 2008 to 2009 making it impossible for us to build additional inventory in an already saturated market. However, persistent negotiations with our banks and investors have proven to be successful as we were able to reduce the prices of our homes by 30% and successfully create a considerable amount of interest in our properties once again. Since the beginning of 2010 we have had 6 sales at our Fremont Street Lofts community and interest continues to grow. We anticipate that phase one of the community will be sold out by the end of this year. However, we still have 49 more lots to construct and sell before we can start any future developments.

We feel that by building smaller floor plans, value engineering, and the lower cost of construction in today's economic climate will allow us to construct and sell out the Fremont Street Lofts project within the next two and a half years. Once the Fremont Street Loft community is completed we would like to immediately start the construction of the Eastern Avenue Lofts in which this EOT is in reference to.

Please consider a three-year extension of time which will allow us to complete the our current developments prior to starting the Eastern Avenue Loft community.

If further assistance is needed please feel free to contact Trinity Schlottman at (702) 204-8737.

Sincerely,

Trinity Schlottman
Urban Lofts X, Ltd.
Las Vegas Division Manager
trinitys@Lsda.net

EOT-38018

City of Las Vegas Agenda Item No.: **51.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JUNE 2, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:

SUP-37576 – ABEYANCE ITEM - 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.

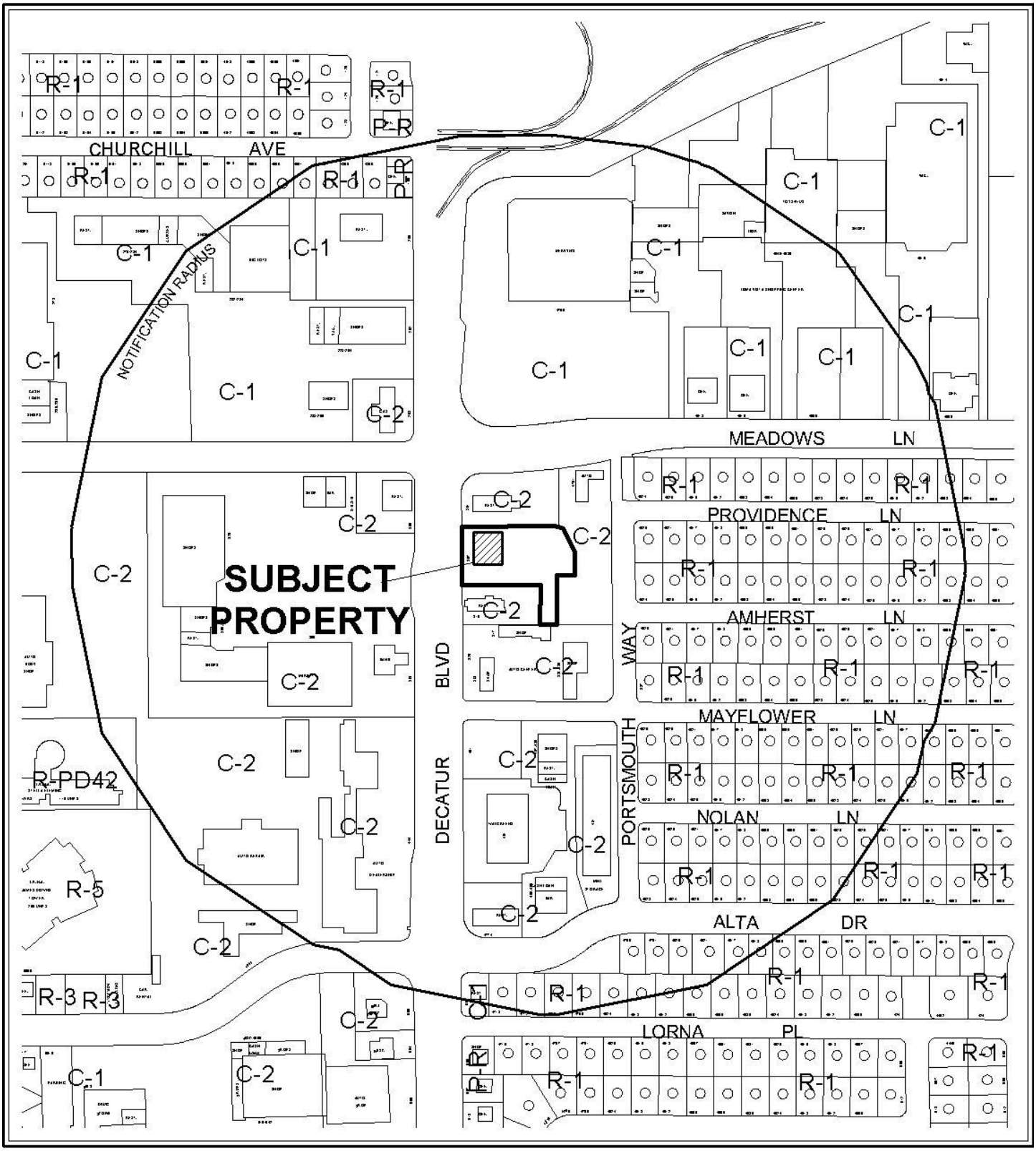
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**7**	**Planning Commission Mtg.**	**7**
City Council Meeting	**1**	**City Council Meeting**	**0**

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



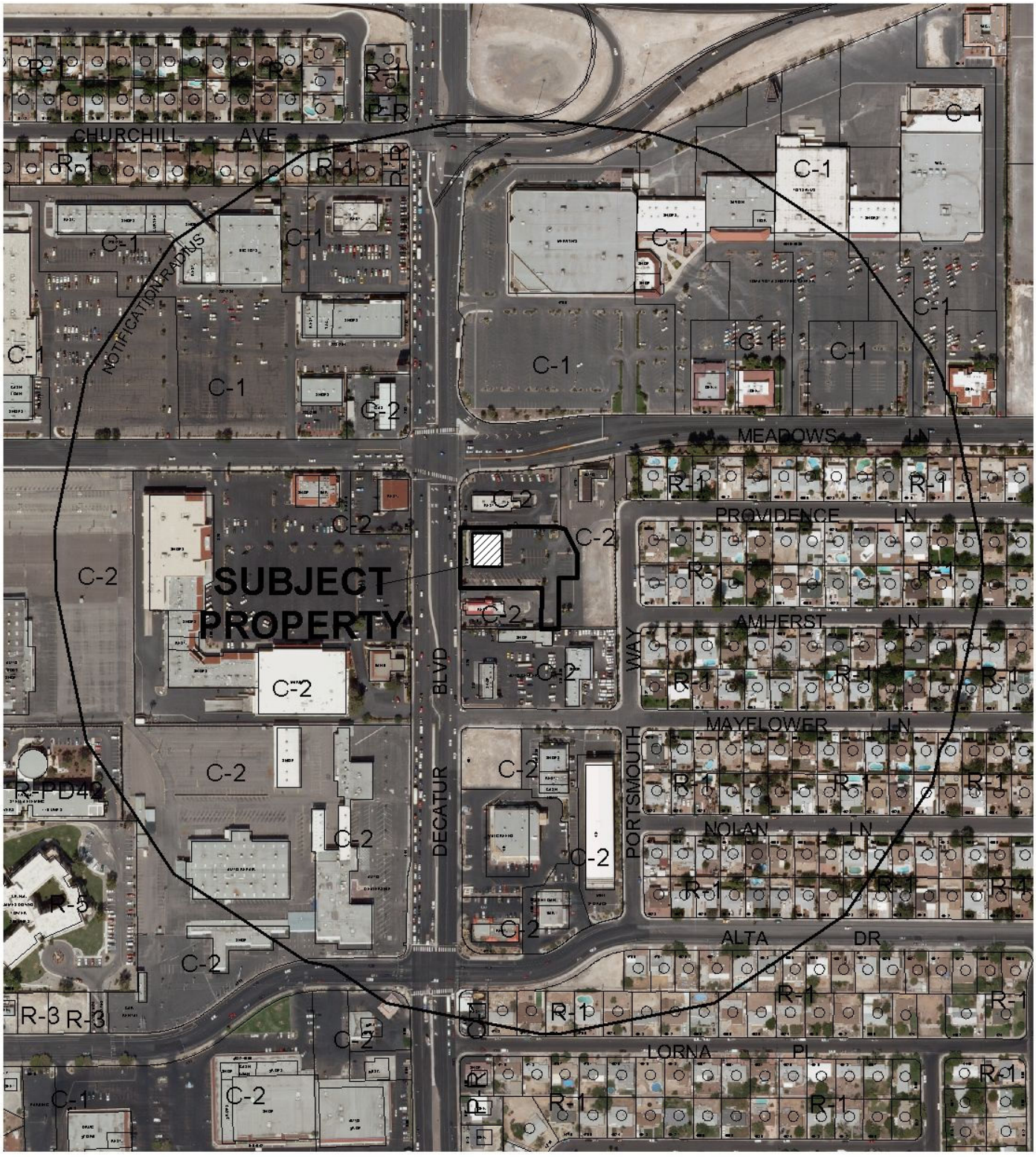
0 300 600 Feet

CASE: **SUP-37576**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



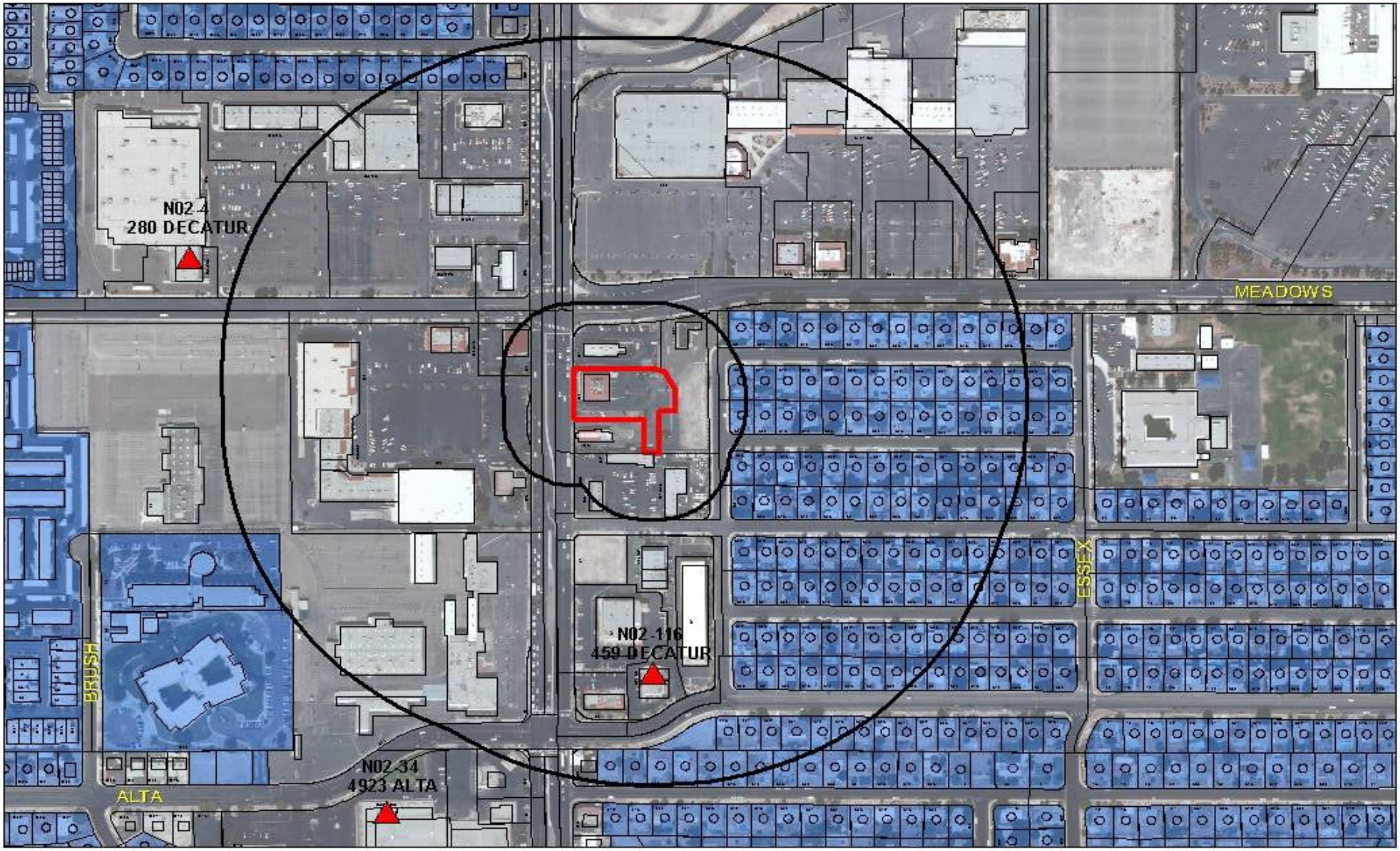
0 300 600 Feet

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: JUNE 2, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: CASH AMERICA/SUPER PAWN - OWNER: FREMONT WEST, LLC

THIS ITEM WAS HELD IN ABEYANCE FROM THE MAY 19, 2010 CITY COUNCIL MEETING AT THE REQUEST OF COUNCIL

** 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.

RG

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).

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 Page One
June 2, 2010- City Council Meeting

** 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							
	Gross Floor Area or Number of Units	***Required***			***Provided***		***Compliance***
			Parking		*Parking*		
Use		***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

RECEIVED
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

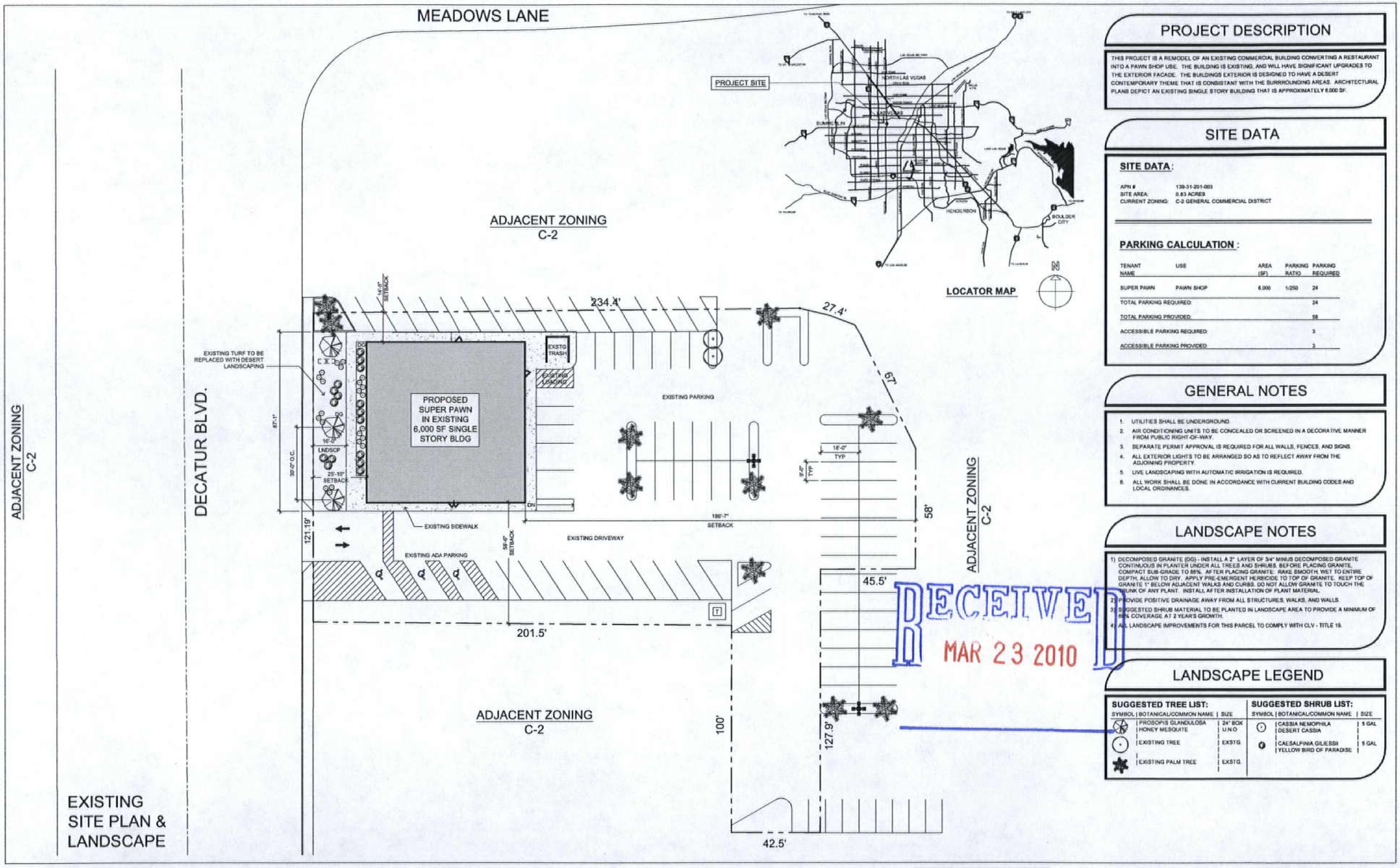
*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

f:\depot\Application Packet\Application Form.pdf

RECEIVED
MAR 04 2010
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
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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MAR - 8 2010

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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SUP-37576
REVISED
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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UNITED STATES POSTAGE PITNEY BOWES
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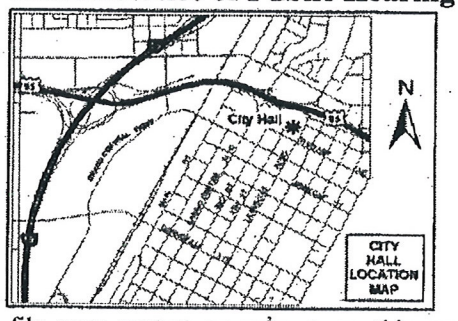
0004279218 MAY 07 2010
MAILED FROM ZIPCODE 89101

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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MAILED FROM ZIP CODE 89101

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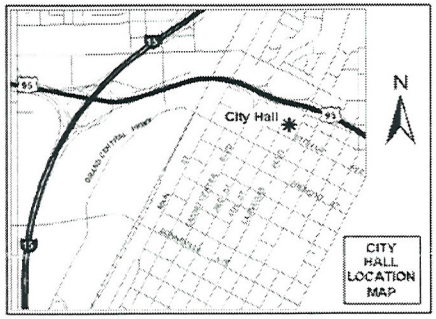
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

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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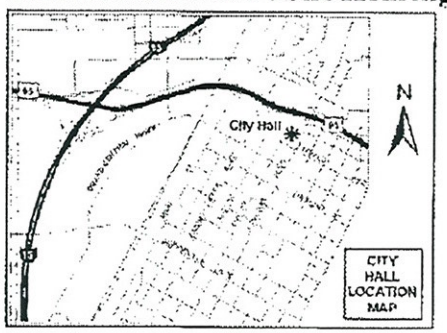
CITY CLERK

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

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

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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MAILED FROM ZIP CODE 89101

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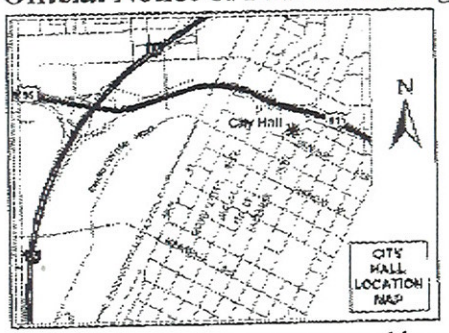
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-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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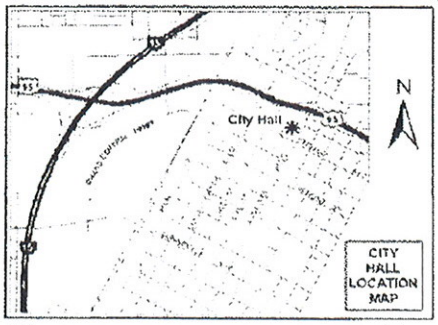
APR 16 2010

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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

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**

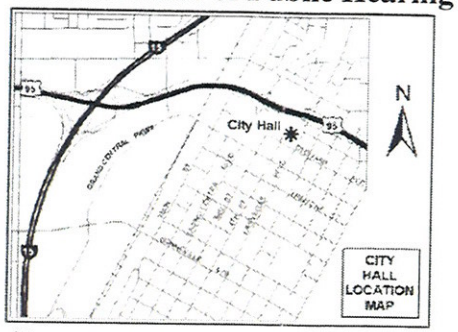
Date:
Name:
Address:
Phone:
[ ] **PROTEST** [ ] **APPROVE**

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:

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,

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:

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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.: **52.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JUNE 2, 2010

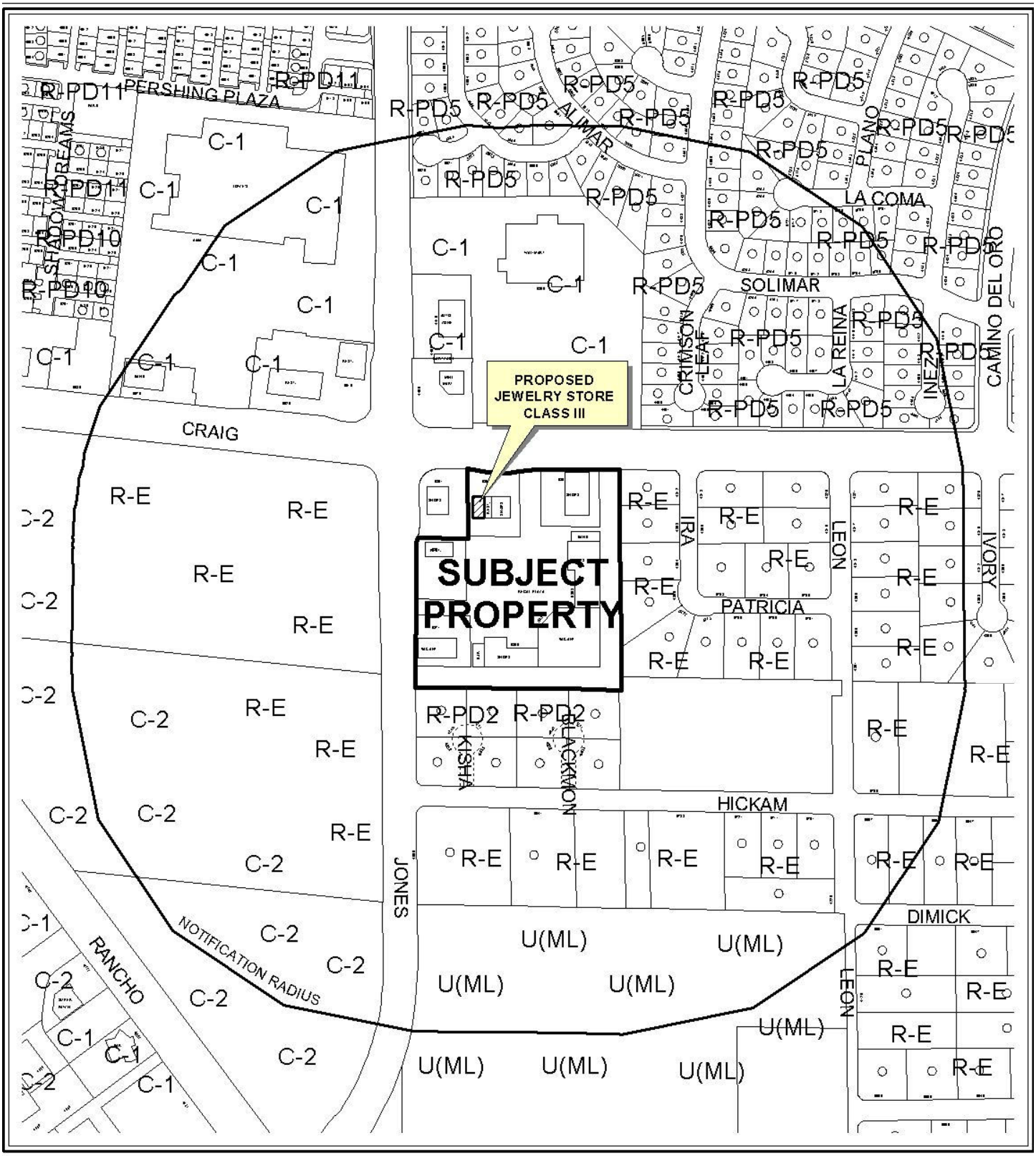
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-37625 – ABEYANCE ITEM - 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



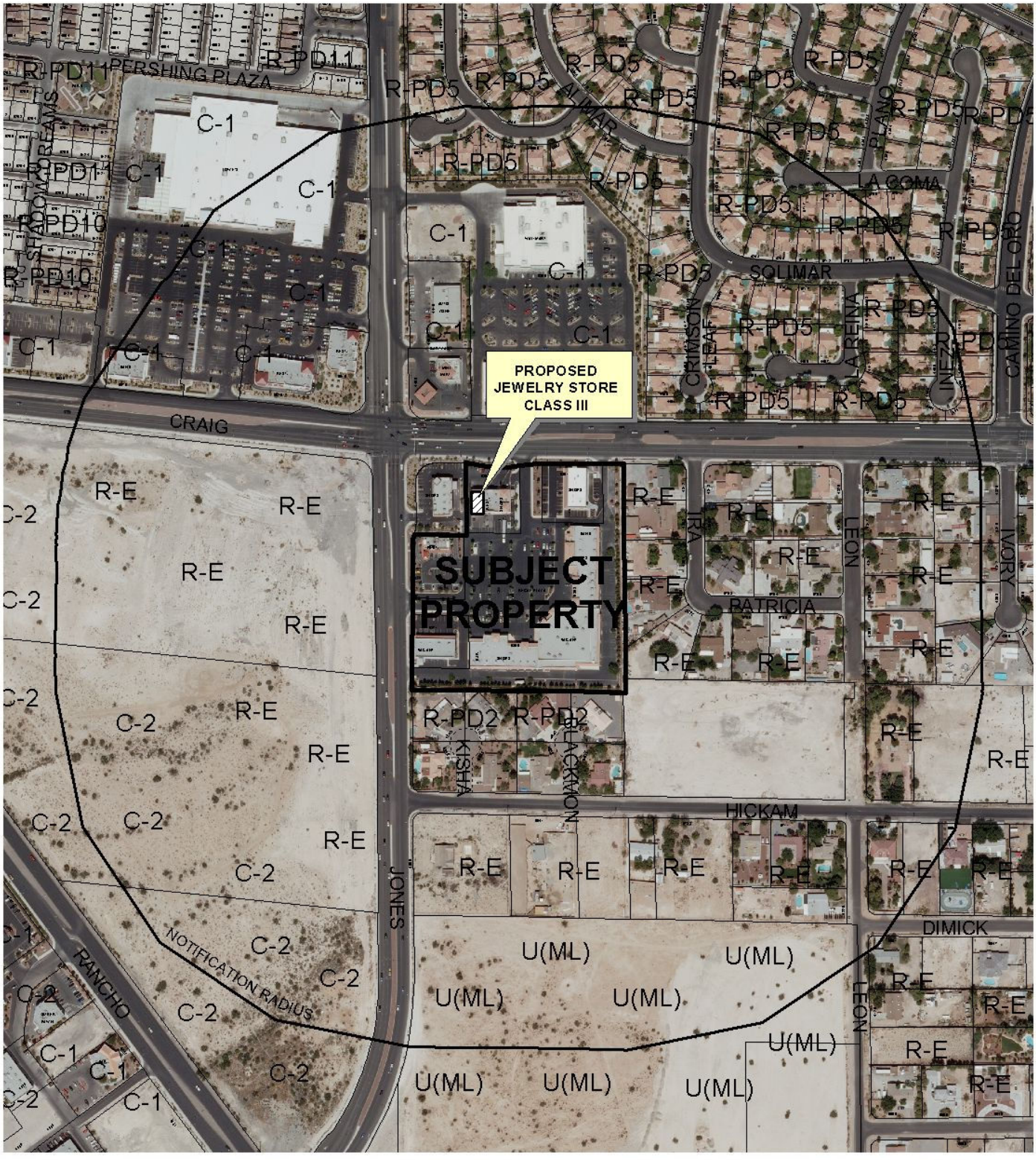
CASE: **SUP-37625**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

0 300 600 Feet

N



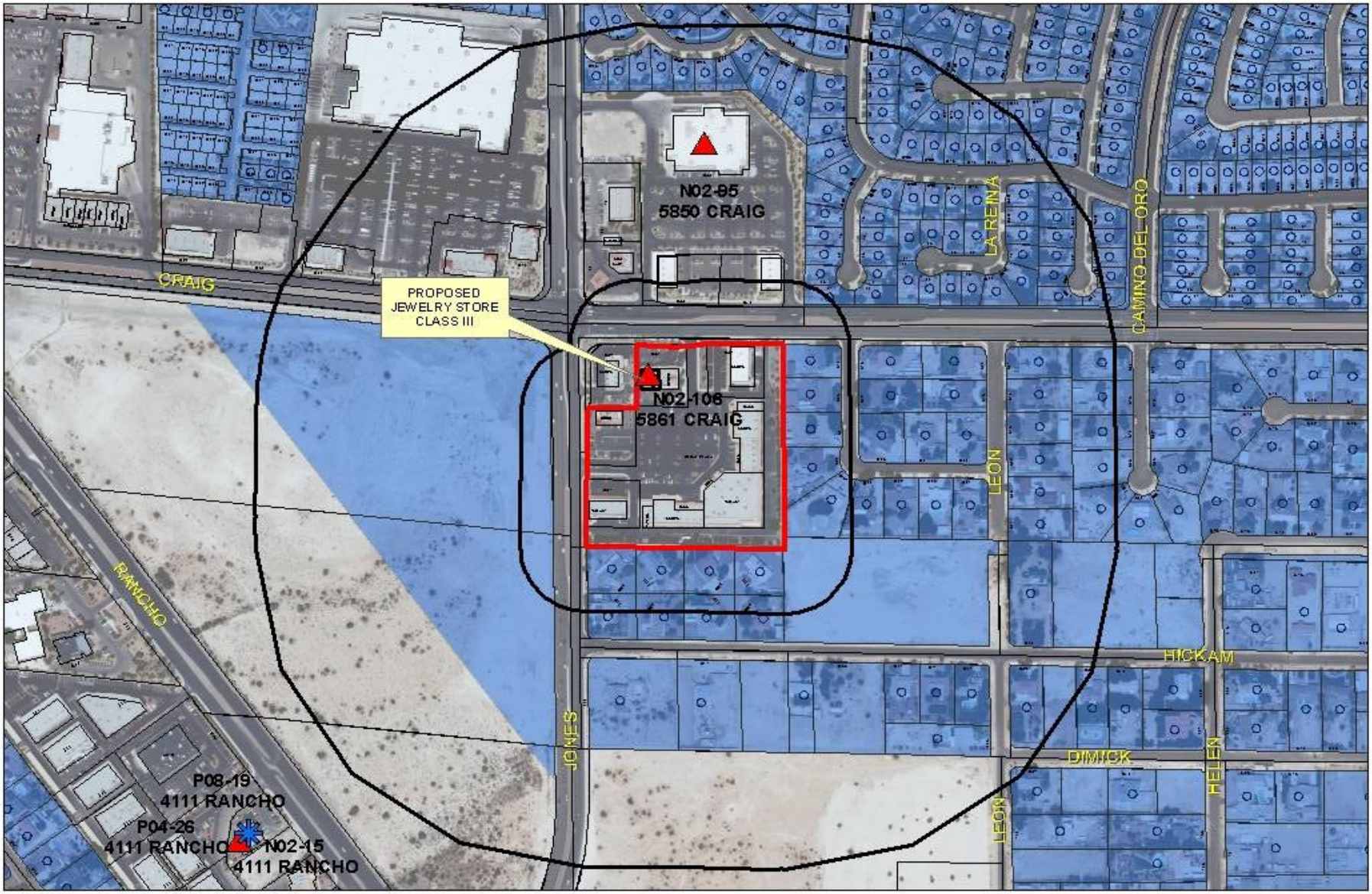
CASE: **SUP-37625**

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: JUNE 2, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: CHECK CITY - OWNER: CONSTRUCTION GROUP, INC.

THIS ITEM WAS HELD IN ABEYANCE FROM THE MAY 19, 2010 CITY COUNCIL MEETING AT THE REQUEST OF THE COUNCIL.

** 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
June 2, 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.

AO

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

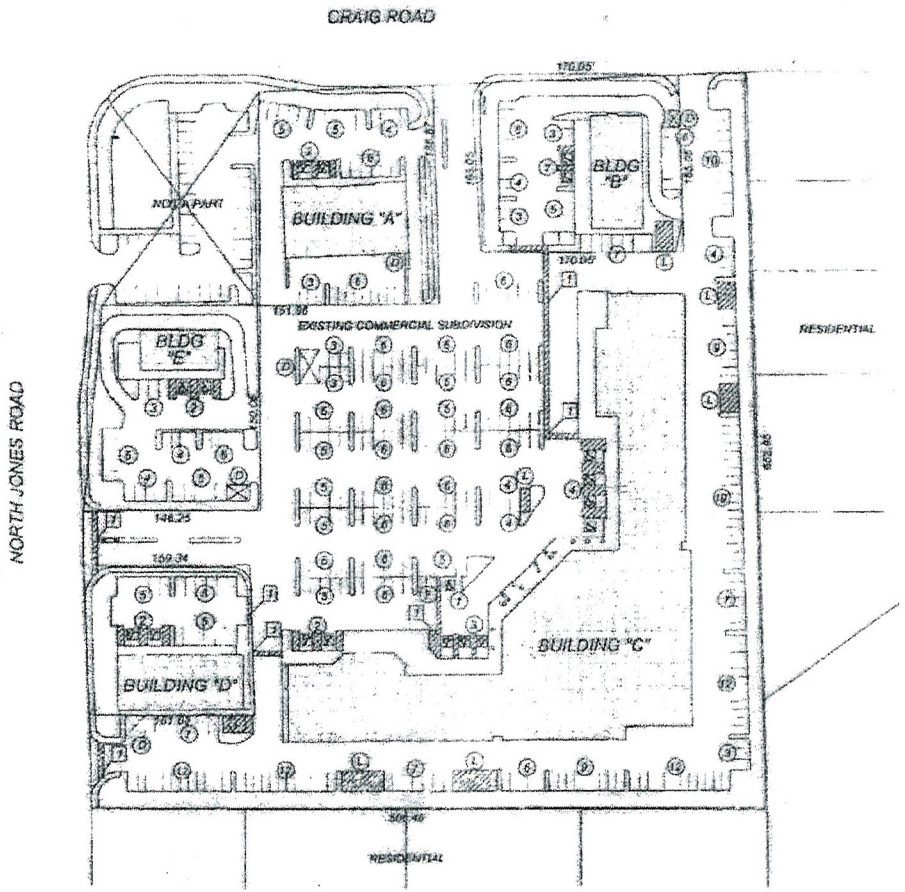
Revised 10/27/08

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

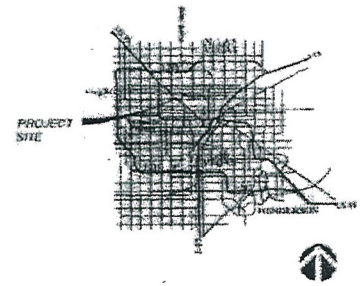
*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

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

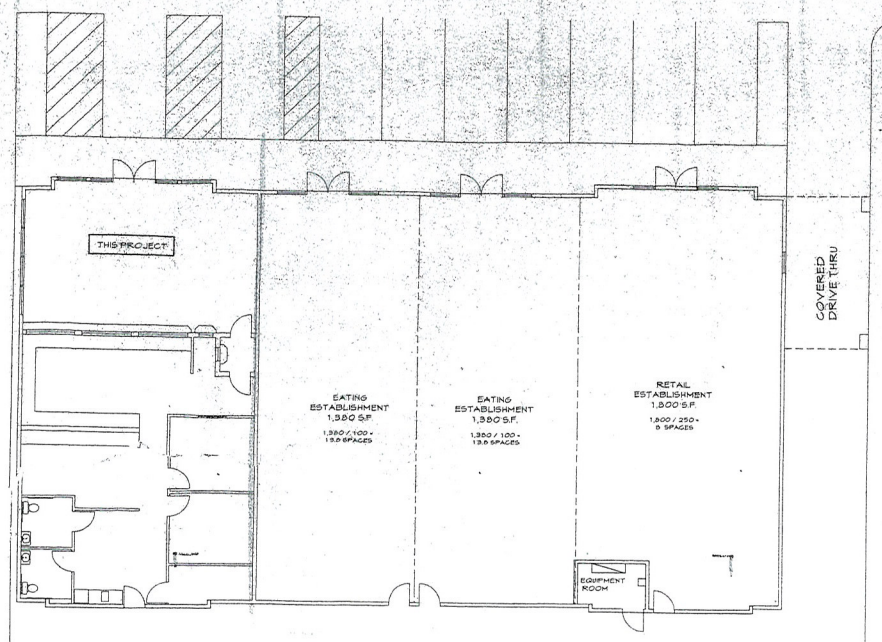
Building A	7200 square feet
Check City	(1992 square feet)
Building B	5500 square feet
Building C	55200 square feet
Building D	5500 square feet
Building E	2450 square feet
Total	73,850 square feet

Parking required 73,850 / 250 =303 spaces
Parking provided 399 spaces

RECEIVED
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'

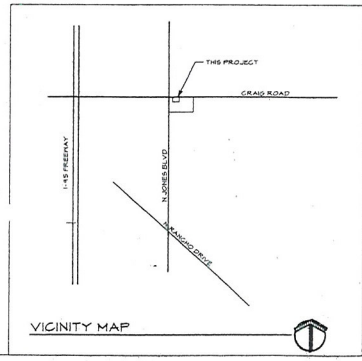
PARKING REQUIRED :

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

RECEIVED
MAR 09 2010
SUP-37625
04/22/10 PC

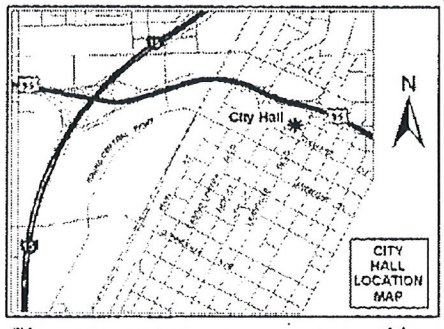
05/10/2010 MON 06:48 [TX/RX NO 7685] 001

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.

[X] 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

CAVDS11 89130

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
PITNEY BOWES
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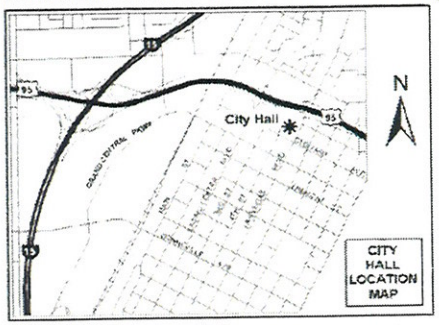
APR 09 2010
MAILED FROM ZIP CODE 89101

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.

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

RECEIVED
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

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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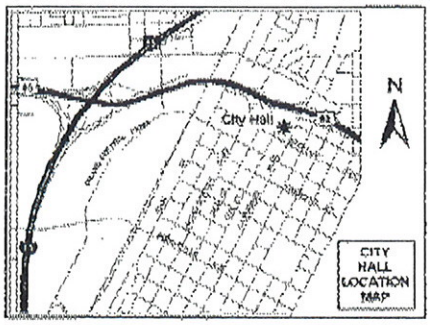
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

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.: **53.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JUNE 2, 2010

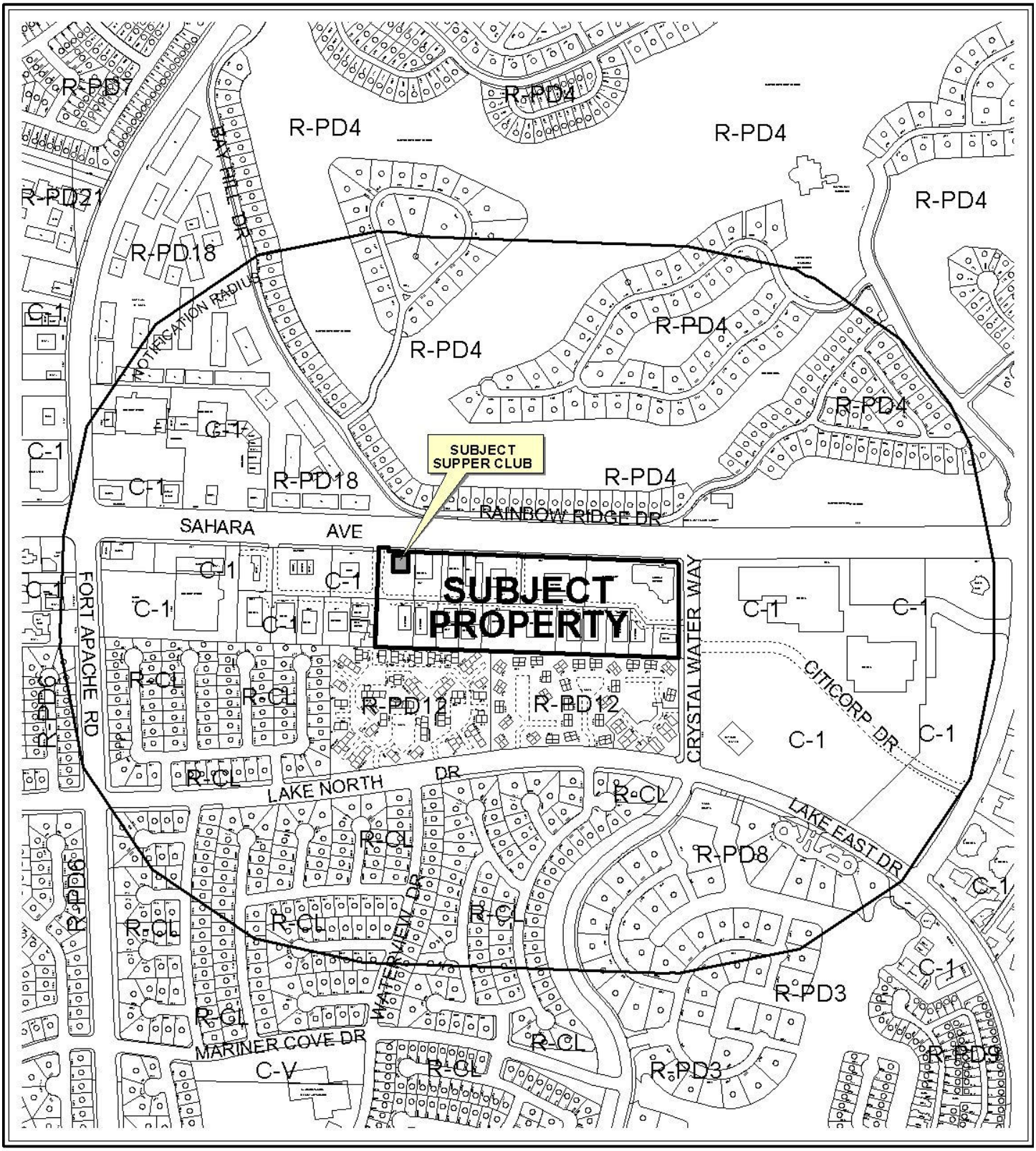
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
RQR-37641 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT/OWNER: MRA, LLC - Required Review of a previously approved Special Use Permit (SUP-27870) FOR AN EXISTING 4,344 SQUARE FOOT SUPPER CLUB WITH A WAIVER TO ALLOW A 60-FOOT DISTANCE SEPARATION FROM A CHILD CARE FACILITY WHERE 400 FEET IS REQUIRED at 8991 West Sahara Avenue (APN 163-08-120-032), C-1 (Limited Commercial) Zone, Ward 2 (Wolfson). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. City Council Approval Letter for SUP-27870



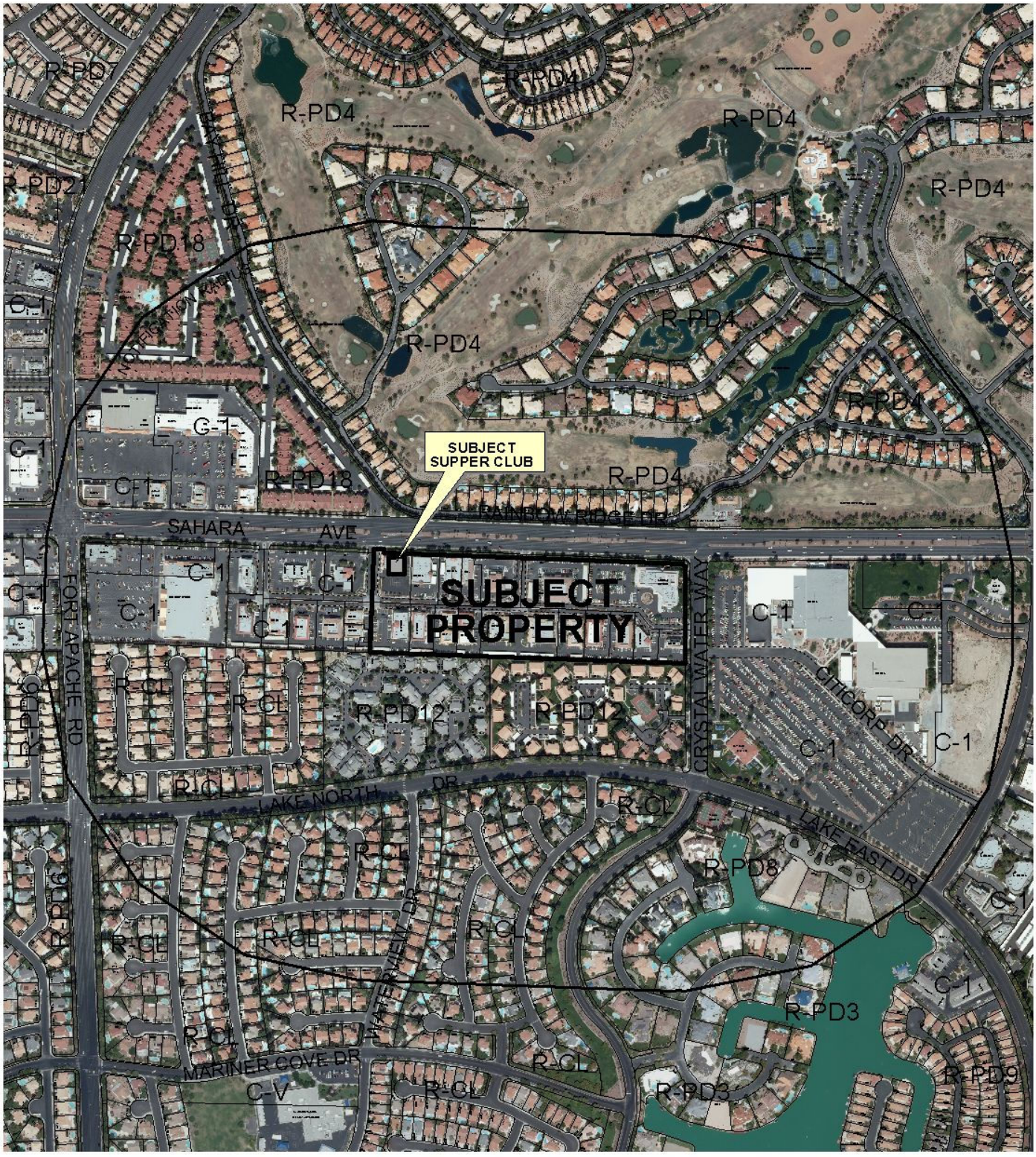
0 500 1000 Feet

CASE: **RQR-37641**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



0 500 1000 Feet

CASE: **RQR-37641**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

RQR-37641

Business Licenses

- Tavern
- Supper Club/ Restaurant Service Bar
- Beer/Wine/Cooler On Sale
- Child Care/ Children Facility
- RELIGIOUS
- CITY PARKS
- SCHOOLS
- Subject Property
- 400 foot buffer

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JUNE 2, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: MRA, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
RQR-37641	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

RQR-37641 CONDITIONS

Planning and Development

1. Conformance to the approved conditions for Special Use Permits (SUP-27870) and all subsequent site related actions shall be required.

2. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

3. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

This is the first Required Review of Special Use Permit (SUP-27870) for a 4,344 square-foot Supper Club with a sixty-foot distance separation from a Child Care Facility where four-hundred feet is required at 8991 West Sahara Avenue. A companion Special Use Permit (SUP-28192) for a proposed Night Club was approved on 08/06/08, but never exercised, thereby expiring on 08/06/09. Business licenses (L21-00069 and R09-01505) were issued on 5/21/09 for a Supper Club and Restaurant with seating for 45 or more people. The Supper Club complies with all Title 19 requirements as conditioned by City Council; therefore, staff recommends approval. If this application is denied, the Supper Club use would cease to exist.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
04/13/95	The Planning Commission approved (final action) a Plot Plan and Building Elevation Review [Z-0013-86(6)] for a proposed medical building/office clinic on property located on the southwest corner of Sahara Avenue and Crystal Water Way. Staff recommended approval.
07/13/95	The Planning Commission approved (final action) a Plot Plan and Building Elevation Review [Z-0013-86(7)] for a proposed office building on property located on the south side of Sahara Avenue, west of Crystal Water Way. Staff recommended approval.
10/12/95	The Planning Commission approved (final action) a Plot Plan and Building Elevation Review [Z-0013-86(8)] for a proposed office building on property located at 8961 West Sahara Avenue. Staff recommended approval.
11/13/97	Staff administratively approved a request for an Administrative Site Development Plan Review [Z-0013-86(10)] on property located on the west side of Crystal Water Way, approximately 419 feet south of Sahara Avenue, for a proposed 3,945 square-foot office building.
04/13/00	The Planning Commission approved (final action) a request for a Site Development Plan Review for a proposed 11,350 square foot addition to an existing Office Building and a 10,939 square-foot New Office Building on 1.77 acres located south of Sahara Avenue, approximately 700-feet west of Crystal water Way. Staff recommended approval.
06/08/00	The Planning Commission approved (final action) a request for a Site Development Plan Review for two Medical Office Buildings on 3.05 acres on the south side of Sahara Avenue, approximately 2,000 feet east of Fort Apache Road. Staff recommended approval.

08/20/00	The City Council approved a Special Use Permit (U-0075-00) for a proposed Supper Club at 8991 West Sahara Avenue. The permit was not exercised, and was expired on 11/02/07.
08/06/08	The City Council approved a Special Use Permit (SUP-27870) for a proposed Supper Club and (SUP-28192) for a proposed Night Club at 8991 West Sahara Avenue. The Planning Commission and staff recommended approval. The Special Use Permit (SUP-28192) for a proposed Night Club was not exercised, expiring on 08/06/09.

Most Recent Change of Ownership	
12/20/07	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
09/07/99	A building permit (#99017638) was issued for a shell building, Certificate of Completion at 8991 West Sahara Avenue for the Lakes Business Park, Building 1. The permit was finalized on 02/24/00.
11/08/99	A building permit (#99021494) was issued for a 30-foot by six-foot block wall and a 100-foot by 3-foot retaining block wall. The permit expired on 06/09/00.
04/28/00	A building permit (#8021) was issued for a Tenant Improvement build-out at 8991 West Sahara Avenue. The permit was finalized on 08/08/00.
06/06/00	A building permit (#10909) was issued for a 228 square-foot sign (tag #004578) at 8991 West Sahara Avenue. The permit was finalized on 07/31/00.
06/08/01	A building permit (#1010424) was issued for a wall sign at 8991 West Sahara Avenue. The permit was finalized on 10/19/01.
08/31/01	A building permit (#1015787) was issued for a Non-work, Certificate of Occupancy at 8991 West Sahara Avenue. The permit was finalized on 09/05/01.
02/06/03	A building permit (#3002462) was issued for a sign (tag #06650) at 8991 West Sahara Avenue. The permit was finalized on 03/10/03.
02/22/05	A building permit (#5001001) was issued for a Tenant Improvement build-out at 8991 West Sahara Avenue. The permit was finalized on 05/19/05.
04/18/05	A building permit (#5002423) was issued for a sign (tag #08236) at 8991 West Sahara Avenue. The permit expired on 11/26/05.
06/15/05	A business license (#M18-02418) was issued to allow a Consulting and Marketing company at 8991 West Sahara Avenue. The license was out of business on 08/07/07.
07/19/05	A business license (#A02-01889) was issued to allow an Advertising Agency at 8991 West Sahara Avenue. The license was out of business on 04/11/08.

09/05/08	A building permit (#113052) was issued for a Tenant Improvement Certificate of Occupancy at 8991 West Sahara Avenue. The permit was finalized on 04/20/09.
01/07/09	A building permit (#131104) was issued for a sign (tag # 10926) at 8991 West Sahara Avenue. The permit was finalized on 07/14/09.
05/21/09	A business license (#L21-00069) was issued to allow a Supper Club at 8991 West Sahara Avenue. The license is still active.
05/21/09	A business license (#R09-01505) was issued to allow a Restaurant with seating for 45 or more at 8991 West Sahara Avenue. The license is still active.

Pre-Application Meeting
A pre-application meeting was not required and none was held.

Neighborhood Meeting
A neighborhood meeting was not required and none was held.

Field Check	
04/22/10	Staff conducted a field inspection of the subject site with the following observations: • Supper Club was free of debris, graffiti and any unpermitted signage. • Areas surrounding the business was well maintained

Details of Application Request	
Site Area	
Net Acres	0.97

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Supper Club	SC (Service Commercial)	C-1 (Limited Commercial)
North	Residential (Single Family Homes & Condominiums	L (Low) Density Residential & M (Medium) Density Residential	R-PD4 (Residential Planned Development – 4 Units Per Acre) & R-PD18 (Residential Planned Development – 18 Units Per Acre)

South	Offices	SC (Service Commercial)	C-1 (Limited Commercial)
East	Offices	SC (Service Commercial)	C-1 (Limited Commercial)
West	Financial Institution, General (with Drive-Through)	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		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

ANALYSIS

This is the first Required Review for a previously approved Special Use Permit (SUP-27870) for a Supper Club at 8991 West Sahara Avenue. Business licenses (L21-00069 and R09-01505) were issued on 05/21/09 for a Supper Club and Restaurant with seating for 45 or more people. During the previous year, the Supper Club has not incurred any code enforcement violations or business license violations. Staff conducted a field check of the site and found the business and surrounding area well maintained with no discrepancies noted.

FINDINGS

The Supper Club meets Title 19 requirements as conditioned by City Council. Staff had no objections to approving the Reviewed Review for the Supper Club; therefore, recommends approval of this request.

NOTICES MAILED 1,176 (By Planning)

APPROVALS 0

PROTESTS 0

DS

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: RQR-3764 APN: 163-08-120-032

Name of Property Owner: MRA, LLC

Name of Applicant: MINA'S BALLROOM & RESTAURANT, INC.

Name of Representative: MINA ALFARA

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: MINA ALFARA

Subscribed and sworn before me

This 11 day of March, 2010

_____
Notary Public in and for said County and State

County of Clark
State of Nevada

DALE A. ORANGES
Notary Public, State of Nevada
Appointment No. 05-107201-1
My Appt. Expires Jul 6, 2010

RECEIVED
MAR 11 2010

Revised 11-14-06

f:\depot\Application Packet\Statement of Financial Interest.doc

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: MINA'S BALLROOM & RESTAURANT, INC.

Project Address (Location) 8991 WEST SAHARA AVENUE

Project Name _____ **Proposed Use** _____

Assessor's Parcel #(s) 163-08-120-032 **Ward #** 2

General Plan: existing SC proposed _____ **Zoning:** existing C-1 proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 0.97 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER MRA, LLC **Contact** 702-285-2418

Address 2300 WHISPERING HILLS CIRCLE **Phone:** 702-285-9152 **Fax:** 702 285 9152

City LAS VEGAS **State** NV. **Zip** 89117

E-mail Address Ulyanin2003@yahoo.com

APPLICANT MINA ALFAFARA **Contact** 702-285-2418

Address 2300 WHISPERING HILLS CIR. **Phone:** 702-285-9152 **Fax:** 702 285 9152

City LAS VEGAS **State** NV. **Zip** 89117

E-mail Address ulyanin2003@yahoo.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 Mina Al-fafara.

Subscribed and sworn before me

This 11 day of March, 20 10

Notary Public in and for said County and State

County of Clark
State of Nevada.

RECEIVED
MAR 11 2010

DALE A. ORANGES
Notary Public, State of Nevada
Appointment No. 06-107201-1
My Appt. Expires Jul 6, 2010

FOR DEPARTMENT USE ONLY

Case #	RQR-37641
Meeting Date:	05/27/10
Total Fee:	$800.00
Date Accepted:	03/11/10
Accepted By:	Jonathan B.

*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.

Assessor's COPY

20071228-0004976

R.P.T.T.: $9,812.40
APN: 163-08-120-032

Title Order No. 5115011130
Escrow No. 5115011130-JC

WHEN RECORDED MAIL TO:
MRA, LLC
2300 Whispering Hills Circle
Las Vegas, NV 89117
MAIL TAX STATEMENTS TO:
Same as Above

12/28/2007 14:08:41
Requestor:
OLD REPUBLIC TITLE COMPANY OF NEVADA
Debbie Conway DAC
Clark County Recorder Pgs: 4

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT, BARGAIN AND SALE DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

J&J Real Estate Holdings, LLC, a Nevada Limited Liability Company

hereby GRANT(S), BARGAIN(S), SELL(S) AND CONVEY(S) to

MRA, LLC, a Nevada Limited Liability Company,

that property in Clark County, Nevada, described as:

*** See "Exhibit A" attached hereto and made a part hereof ***

Dated December 19th, 2007

J&J Real Estate Holdings, LLC,
a Nevada Limited Liability Company

By: _____
Jennifer Lund, Manager

By: _____
Jill Manasse, Manager

Page 1 of 2 **GRANT, BARGAIN AND SALE DEED**

State of Nevada
County of Clark

This instrument was acknowledged before me on 19th day of December, 2007 by Jennifer Lund and Jill Manasse as Managers of J&J Real Estate Holdings, LLC, a Nevada Limited Liability Company.

Signature of notarial officers

NOTARY PUBLIC
State of Nevada
IO CAMPO
No. 99-51972-1
My Appointment Expires Dec. 7, 20

Page 2 of 2 **GRANT, BARGAIN AND SALE DEED**

EXHIBIT A

The land referred to is situated in the County of Clark, City of Las Vegas, State of Nevada, and is described as follows:

Parcel 1:

Being a portion of Lot 1 of Lakes Business Center as shown by map on file in Book 60 of Plats, Page 43 and a portion of Lot B per map on file in Book 51, Page 44 of Parcel Maps, in the Office of the County Recorder of said County situated in the Northwest Quarter (Nw 1/4) of Section 8, Township 21 South, Range 60 East, M.D.M., more particularly described as follows:

Commencing at the Northwest corner of said Section 8, said point also being on the centerline of West Sahara Avenue, being 75.00 feet wide half Street width as per map recorded in File 51, Page 44 of Parcel Maps;

Thence along the Northerly line thereof, said line also being the centerline of said West Sahara Avenue, South 87°54'33" East, 1302.08 feet to a point on said line, said point being a point on the Northerly prolongation of the Westerly line of said Lot 1;

Thence departing said centerline, along the Northerly prolongation of said Westerly line, South 2°05'27" West, 75.00 feet to a point on the Southerly right-of-way line of West Sahara Avenue said point also being the point of beginning;

Thence along said right-of-way line South 87°54'33" East, 173.43 feet to a point on said line, said point being the Northwest corner of that certain parcel of land as per map recorded in File 82, Page 91 of Surveys;

Thence departing said right-of-way line, along the Westerly line of said parcel in File 82, Page 91 of Surveys, South 02°05'27" West, 244.16 feet to a point on the centerline of that certain 40.00 foot wide private street, ingress/egress easement, public utility easement and City of Las Vegas sewer easement;

Thence along said line, and the Westerly prolongation thereof, North 87°54'33" West, 173.43 feet to a point on the Westerly line of Lot 1 as per map recorded in File 72, Page 99 of Surveys;

Thence along said line, North 02°05'27" East, 244.16 feet to the true point of beginning.

Note: The above metes and bounds legal description appeared previously in that certain Grant, Bargain and Sale Deed recorded September 2, 1998 in Book 980902 as Instrument No. 01779, of Official Records.

Parcel 2:

Together with a non-exclusive easement for ingress and egress as set forth in the Covenants, Conditions and Restrictions and Reservation of Easements recorded February 17, 1994, in Book 940217 as Instrument No. 00384 of Official Records, Clark County, Nevada.

Assessor's COPY

PROJECT TEAM

OWNER: MRA LLC
CONTACT: MINA ALFAFARA
TEL. (702) 285-2418 FAX: 255-9152
2300 WHISPERING HILLS CIRCLE,LAS VEGAS,NV 89117

ARCHITECT: TIM BLISH
TIM BLISH ,ARCHITECT
2375 EAST TROPICANA STE.#4, LAS VEGAS,NV 89119
TEL. (702)739-9987 FAX: 7398522

GENERAL CONTRACTOR:
FM CONTRACTING NV LIC #0055418
PROJECT MGR VINCENT FLORES
1400 CASA DEL REY CT. LAS VEGAS,NV 89117
CELL: (702)415-6265 FAX: 878-1798

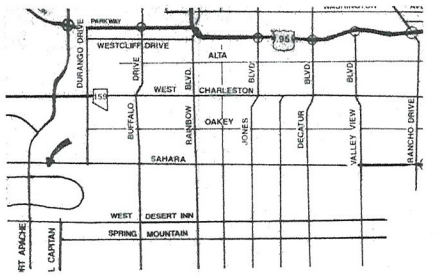
CIVIL ENGINEER:
GEOFFREY BILLINGSLEY
AZIMUTH ENGINEERING
16 WEST PACIFIC AVE. STE 11
HENDERSON,NEVADA 89015
VOC. (702) 564-8544 FAX: 564-7564

STRUCTURAL ENGINEER: Not required.

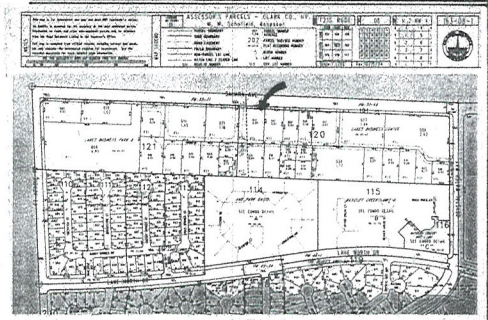
MECHANICAL DESIGN:
TIM BLISH,ARCHITECT
MECHANICAL CONTRACTOR
ABSOLUTE AIR NV LIC# 60020

PLUMBING DESIGN:
TIM BLISH,ARCHITECT
PLUMBING CONTRACTOR
TBA

ELECTRICAL DESIGN:
LEO
ALPHA ELECTRIC, LLC NV LIC #69081
5258 S.EASTERN AVE #201, LAS VEGAS,NV 89119
TEL. (702) 235-5771 FAX: 597-3911

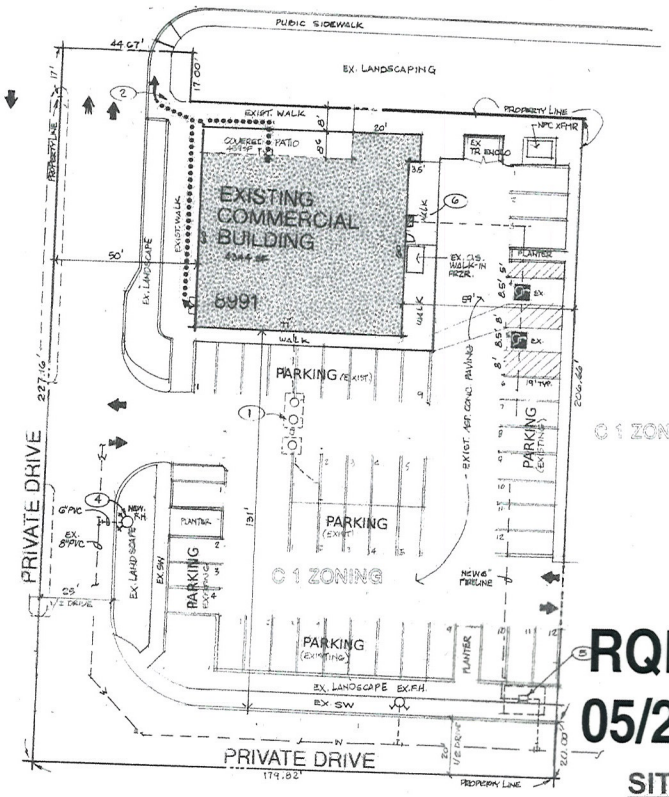


VICINITY MAP



SAHARA AVE

ASSESSOR'S MAP APN=163-08-120-032



PARKING ANALYSIS

PARKING REQUIRED:
PUBLIC AREAS = 2776 SF/50 = 56 SPACES
REMAINING AREA = 1568 SF/200 = 8 SPACES
TOTAL REQUIRED = 64 SPACES
SPACES SHOWN ON LOT= 48 SPACES

OTHER SPACES ARE ACCESSIBLE IN THE COMPLEX.

BUILDING AREA: 4,344 SF GROSS

DINING ROOM & LOUNGE 2836 GROSS SF
KITCHEN 1236 GROSS SF
RESTROOM 272 GROSS SF

SITE PLAN NOTES

1. EXISTING 1200 GAL GREASE INTERCEPTOR TO REMAIN. SEE CALCULATION BASED ON TABLE 10-3 OF THE 2006 UPC AS AMENDED BY THE CLV.
2. EXISTING ACCESSIBLE ROUTE TO PUBLIC RIGHT OF WAY.
5. EXISTING FIRE HYDRANT.
4. NEW FIRE HYDRANT TO BE PROVIDED. SEE CIVIL ENGINEERING (C.E.) DRAWINGS FOR PLAN AND DETAILS.
5. NEW DETECTOR-CHECK VALVE(DCDA) ASSEMBLY AND FIRE LINE TO BUILDING. SEE C.E. DRAWINGS FOR PLAN AND DETAILS.
6. NEW FIRE SPRINKLER RISER ROOM. SEE FIRE SPRINKLER PROTECTION DRAWINGS BY TOHERS FOR PLAN AND DETAILS.

2006 IBC CODE ANALYSIS

NAME: NEW IMPROVEMENTS for MINA'S BALLROOM & RESTAURANT

ADDRESS: 8991 WEST SAHARA AVE., LAS VEGAS,NV
APN = 163-08-120-032

PROJECT DESCRIPTION:
NEW INTERIOR PARTITIONS AND FINISHES, NEW POWER AND LIGHTING, NEW H.V.A.C. UNITS, MAKE-UP AIR AND EXHAUST HOODS WITH DUCTING, NEW PLUMBING AND GAS PIPING.

CODES:
ORIGINALLY CONSTRUCTED UNDER 1997 UBC
AS AMENDED BY THE CITY OF LAS VEGAS
IMPROVEMENTS UNDER THE 2006 IBC
IN ADDITION:
2003 NFPA 1 FIRE CODE
2006 UNIFORM MECHANICAL CODE
2006 UNIFORM PLUMBING CODE
2005 NATIONAL ELECTRICAL CODE
2006 INT'L ENERGY CONSERVATION CODE
2006 IBC ADMINISTRATIVE CODE

ZONING: C-1
PARKING REQUIRED
PUBLIC AREAS = 2776 / 50 = 56 SPACES
REMAINING AREA = 1568 / 200 = 8 SPACES
TOT = 64 SPACES
SPACES SHOWN ON PLOT = 48 SPACES
OTHER SPACES AVAILABLE IN THE COMPLEX.

TYPE OF CONSTRUCTION: TYPE V - B
FIRE SPRINKLER PROTECTION : YES
New system to be installed. Required due to occupancy load exceeding 100 in an "A" occupancy.

HEIGHT : 20'
STORIES : SINGLE STORY

BUILDING AREA: 4,344 SF GROSS ALLOWABLE = 6,000 SF
TENANT SPACE : SAME AS BUILDING
DINING ROOM & BAR 2776 GROSS SF
KITCHEN 1236 GROSS SF
RESTROOM 332 GROSS SF

OCCUPANCY CLASS: A-2
OCCUPANCY LOADS:
DINING RM 2776 / 15 = 185
KITCHEN 1236 / 200 = 7
RESTROOM 332 / 100 = 4
TOTAL (149) EXIST. 2 EXISTING (129) NEW 2 NEW

CITY OF LAS VEGAS

DRAWING INDEX

SHEET	DESCRIPTION
T.1	COVER SHEET,SITE PLAN, CODE ANALYSIS
C.1 - C.5	CIVIL ENGINEERING/WATER PLAN
T.2	FLOOR PLAN & NOTES.
T.2a	SCHEDULES, DETAILS
DEMO.1	DEMOLITION PLAN
T.3	REFLECTED CEILING PLAN & DETAILS
K.1	HEALTH DEPT.NOTES, KITCHEN EQUIPT SCHEDULE
IECC.1	ENERGY CODE ENVELOPE ANALYSIS
M.1	MECHANICAL PLAN (EXISTING)
M.2	HOOD PLAN
M.3	DETAILS
M.4	IECC CALC., ROOF PLAN AND NOTES.
M.5	HOOD DETAILS
P.1	PLUMBING PLAN
P.2	PLUMBING DETAILS
E.1	ELECTRICAL
E.2	ELECTRICAL
FP	FIRE SPRINKLER PROTECTION PLANS BY OTHERS

RQR-37641
05/27/10 PC

RECEIVED
MAR 11 2010

SITE PLAN

SCALE: 1" = 20'-0"

NORTH

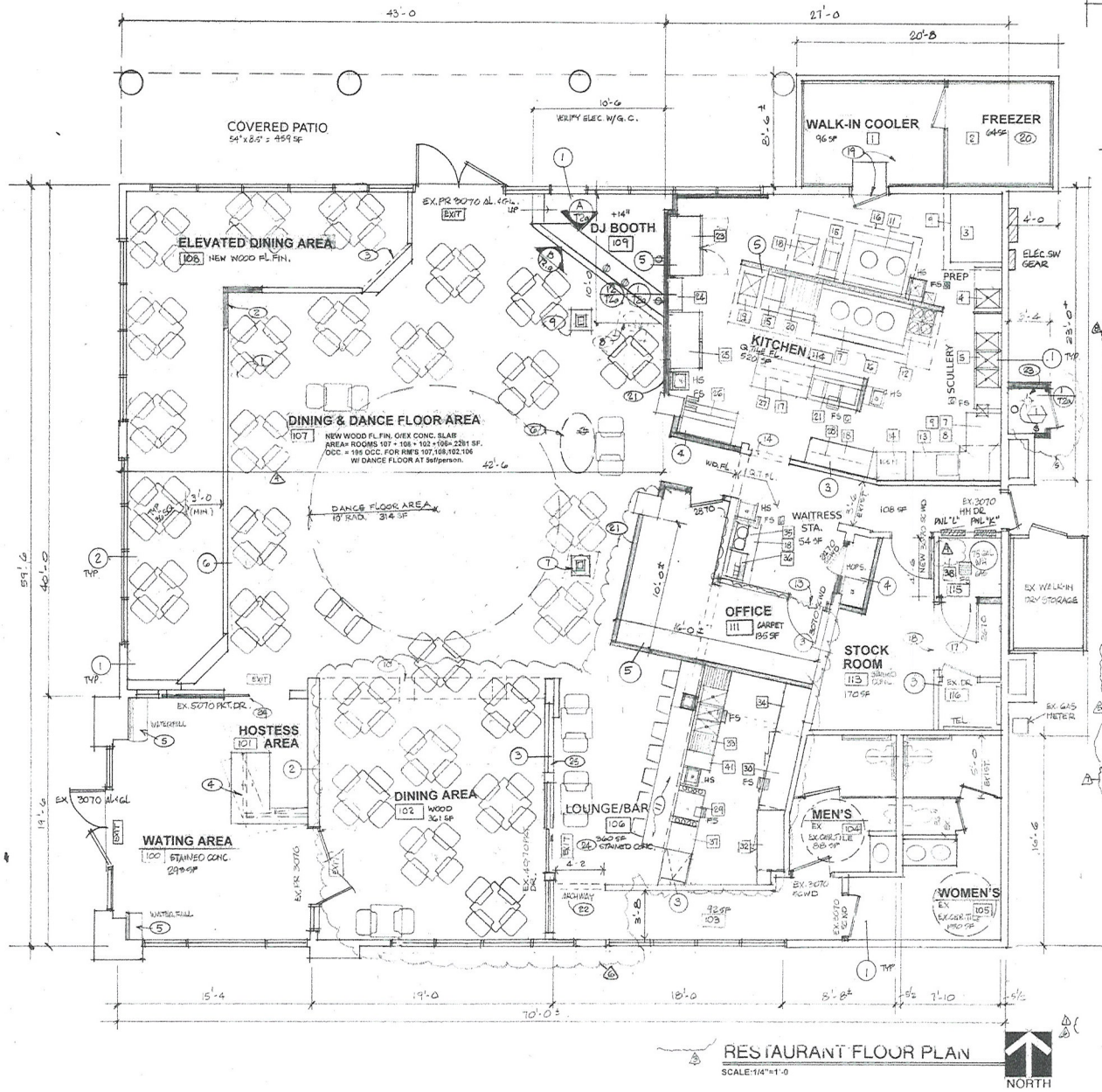
4/9/08 REVISED SITE PLAN
4/24/08 REVISED TITLE
NOT APPROVED BLDG. PERMIT
4/28/08 REVISED CODE INFO
8/29/08 REVISED ANGLES TO BLDG. P.P.
8/29/08 REVISED INDEX PAGE
C.E. AND F.P. Deleted.

FM CONTRACTING, LLC
NV License # 0055418
Residential/Commercial
1400 Casa Del Rey Ct. PH: (702) 415-6265
Las Vegas, NV. 89117 Fax: (702) 878-1798

IMPROVEMENTS for
MINA'S BALLROOM & RESTAURANT
8991 WEST SAHARA AVE.
LAS VEGAS,NEVADA 89117

TIM BLISH
REGISTERED ARCHITECT
2375 EAST TROPICANA #4
LAS VEGAS,NEVADA 89119
739-9987 FAX:739-6287

T.1



RESTAURANT FLOOR PLAN
SCALE: 1/4"=1'-0

NORTH

BUILDING AREA: 4,344 SF GROSS

DINING AREA,LOUNGE, WAITING = 2713 SF
KITCHEN & ACCESS. = 1236 SF
RESTROOMS = 272 SF

PLAN NOTES

1. EXISTING 2 X 6 EXTERIOR WALLS W/R-19 INSULATION.
2. EXISTING STOREFRONT, 1/2" INSULATED TINTED GLASS.
3. EXISTING MET.STUD/GYPBD. PARTITION(S).
4. NEW 3-5/8" X 25 GA MET.STUD PARTITIONS W/ SOUND INSULATION.
5. NEW 6" X 25 GA MET STUD/GYP.BD. PARTITION(S).
6. EXISTING 1/2 PARTITION W/ W.I. RAILING.
1. REMOVE EXISTING RAMP, SEE DEMO.1 PLAN.
2. PROVIDE NEW RAILING SECTION. MATCH EXISTING.
3. PROVIDE NEW OPENING, RE-INSTALL STEPS TO MATCH OTHER STEPS.
4. NEW HOSTESS COUNTER. SEE OWNER.
5. NEW PRE-FAB. SELF CONTAINED WATER-FALL FEATURE. PROVIDE POWER AS REQUIRED SEE OWNER
6. NEW WATER FEATURE. SELF-CONTAINED. PROVIDE POWER AS REQ'D. SEE OWNER & G.C.
7. REMOVE EXISTING COLUMN COVER. SEE OWNER FOR NEW DESIGN DETAILS.
8. REMOVE EXISTING "DUMMY" COLUMN.
9. PROVIDE NEW COLUMN FEATURE. SEE OWNER & G.C. MATCH (4)
10. REMOVE EXISTING COUNTER AND GLASS SHELVING.
11. NEW COUNTER & EQUIPMENT. SEE OWNER & G.C.
12. EXISTING COUNTER TO REMAIN. SEE OWNER
13. PROVIDE NEW DOOR & FRAME.
14. PROVIDE NEW ARCH OPENING TO KITCHEN. VERIFY WIDTH OF OPENING.
15. FRAME-IN EXISTING OPENING. FINISH TO MATCH ADJACENT SURFACES.
16. NEW DJ BOOTH W/RAISED SECTION OF FLOOR.
17. PROVIDE NEW WALL & DOOR FOR NEW WATER HEATER ROOM. MET.STUD & GYP.BD. W/INSULATION. NOTE COMBUSTION AIR DUCT TO ROOF.
18. NEW FRAMED ARCHWAY OPENING IN EXISTING MET. STUD/GYP.BD. WALL.
19. NEW RAISED FLOOR AS PROVIDE BY THE COOLER/FRZR SUPPLIER. PROVIDE AN INTERIOR RAMP AS REQUIRED
20. NEW INSULATED WALL PANELS AND CEILING PANELS NEW MECHANICAL PLAN FOR H.V.A.C SYSTEMAS PROVIDED BY THE MANUFACTURER.
21. FINISH DINING ROOM SIDE TO MATCH PREVIOUS EXISTING DECOR. CONSULT WITH GENERAL CONTRACTOR.
22. EXTEND ARCH OPENING TO PROVIDE CLOSURE ABOVE AT CEILING LINE.
23. NEW FIRE SPRINKLER RISER ROOM. SEE SHEET T2.5 FOR DETAILS. REFERENCE: MECHANICAL, ELECTRICAL, AND CIVIL ENGINEERING DRAWINGS.
24. PROVIDE DOOR PULLS FOR THE EXISTING SLIDING DOORS. PER ACCESSIBILITY REQ'MTS. IF NOT PROVIDED, DOORS ARE TO REMAIN OPEN DURING BUSINESS HOURS
1. NEW INSULATED 3070 x 1-3/4" H.M. & FRAME. WITH LOCKSET, THRESHOLD , WEATHER STRIPPING. LABEL DOOR "RISER ROOM".
25. REPLACE EXISTING FABRIC PANELS W/ TEMP.GL. PANELS. SEE OWNER.

EQUIPMENT SCHEDULE

item	req	Description	Manufacturer	Model
1.	1.	Walk in cooler	u s cooler	custom
2.	1	Walk in freezer	u s cooler	custom
3.	1	Baking oven	American range	M 2
4.	1	1 tub prep sink	paramount	custom
5.	1	3 tub sink	paramount	custom
6.	5	Floor sinks		fs1262
7.	1	Clean table	s s custom	fm6-302
8.	1	Dish washer	knight	kle-175-gm
9.	1	Typ 1 hood	by contractor	custom
10.	1	Floor sink		fs-1262
11.	1	Wok - 2 hole	town	TE2SS
12.	1	4-burner range with oven	American range	AR-4
13.	1	Soil table	paramount	DTSS60-4BR
14.	1	ice machine	manitowoc	Q-450
15.	2	Fryers	American range	AF-2545-591
16.	1	Type 1 hood	by contractor	custom
17.	1	Wok - 3 hole	master range	TE—3 SS
18.	1	Work table	paramount	FM6-320
19.	2	Stock pots	American range	ARSP- 18
20.	1	Char broiler	American range	AECB-34
21.	1	3 hole steam table	supreme metal	SW-3E-120
22.	5	Hand sinks	Advance	7-PS-80
23.	1	2 door freezer	True	T-49F
24.	1	Shelves	paramount	custom
25.	1	2 door refrigerator	True	T-49
26.	1	Sandwich unit	true	TSS-U-48-10
27.	1	Over shelf w/heat lamp		
28.	1	Shelves		
29.	1	Bev. Disp	supreme metals	SLI-12-36-7
30.	1	Bev. cooler	true	TBB-24-72G
31.	1	Blend station w/dump	supreme metal	SL-RS-15
32.		2DOOR REFRIG.		20"LONG
33.	1	3 COMP. sink	supreme metal	SLB-S3C
34.	1	Glass door refrig.		48" LONG
35.	1	COFFEE MAKER		
36.	1	SODA DISPENSER		
37	1	GLASS WASHER		
38				

RECEIVED
MAR 11 2010
RQR-37641
05/27/10 PC

1 REMOVED REVISED FL. PLAN 4/29/08
2 REVISED DOOR LOCATIONS 4/29/08
3 REVISED ROOF NOTE UP 5/6/08
4 REVISED OCC. LOAD 5/20/08
5 REVISED DOOR SCHEDULE 5/23/08
6 REVISED REVISED DOOR SCHEDULE ADD 1 DOOR TO PLAN 5/29/08

FM CONTRACTING, LLC
1400 Cora Del Rey Ct. PH: (702) 456-6265
Las Vegas, NV. 89117 Fax: (702) 876-1798

IMPROVEMENTS for
MINA'S BALLROOM & RESTAURANT
8991 WEST SAHARA AVE.
LAS VEGAS, NEVADA 89117

TIM BLISH
REGISTERED ARCHITECT
739-9887 4370 EAST TROPICANA #4
FAX-739-9888 LAS VEGAS NEVADA 89119

10/23/08
5/1/08

T.2

RQR-37641 - APPLICANT/OWNER: MRA, LLC
8991 WEST SAHARA AVENUE

04/22/10

RQR-37641 - APPLICANT/OWNER: MRA, LLC
8991 WEST SAHARA AVENUE

04/22/10

RQR-37641 - APPLICANT/OWNER: MRA, LLC
8991 WEST SAHARA AVENUE

04/22/10

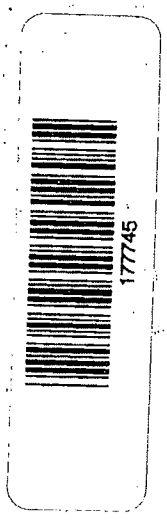
LAS VEGAS CITY COUNCIL

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
TTY 702.386.9108
www.lasvegasnevada.gov

August 27, 2008

Mr. Ricardo and Ms. Mina Alfafara
2300 Whispering Hills Circle
Las Vegas, Nevada 89117

RE: SUP-27870 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF AUGUST 6, 2008
RELATED TO SUP-28192

Dear Mr. and Ms. Alfafara:

The City Council at a regular meeting held J August 6, 2008 APPROVED the request for a Special Use Permit FOR A PROPOSED 4,344 SQUARE FOOT SUPPER CLUB IN CONJUNCTION WITH A PROPOSED NIGHTCLUB WITH A WAIVER TO ALLOW A 60-FOOT DISTANCE SEPARATION FROM A CHILD CARE FACILITY WHERE 400 FEET IS REQUIRED at 8991 West Sahara Avenue (APN 163-08-120-032), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on August 7, 2008. This approval is subject to:

Added Conditions:

A. There shall be no persons of the public on the premises after 11:30 p.m., seven days a week.

B. There shall be a one-year review at a public hearing of the City Council after issuance of the business license.

Planning & Development

1. One year administrative review after issuance of business license.

2. Approval of and conformance to the Conditions of Approval for Reclassification (Z-0013-86), and Special Use Permit (SUP-28192) shall be required.

3. Conformance to all minimum requirements under LVMC Title 19.04.010 for a Supper Club use, including parking requirements.

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.

RQR-37641

5. Approval of this Special Use Permit does not constitute approval of a liquor license.

6. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

7. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

8. The actual seating available at all times within the restaurant area of the Supper Club must be able to accommodate at least 125 persons per Title 6.50.220 and Title 19.04.010.

Sincerely,

Lean Coleman
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

RQR-37641

City of Las Vegas Agenda Item No.: **54.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JUNE 2, 2010

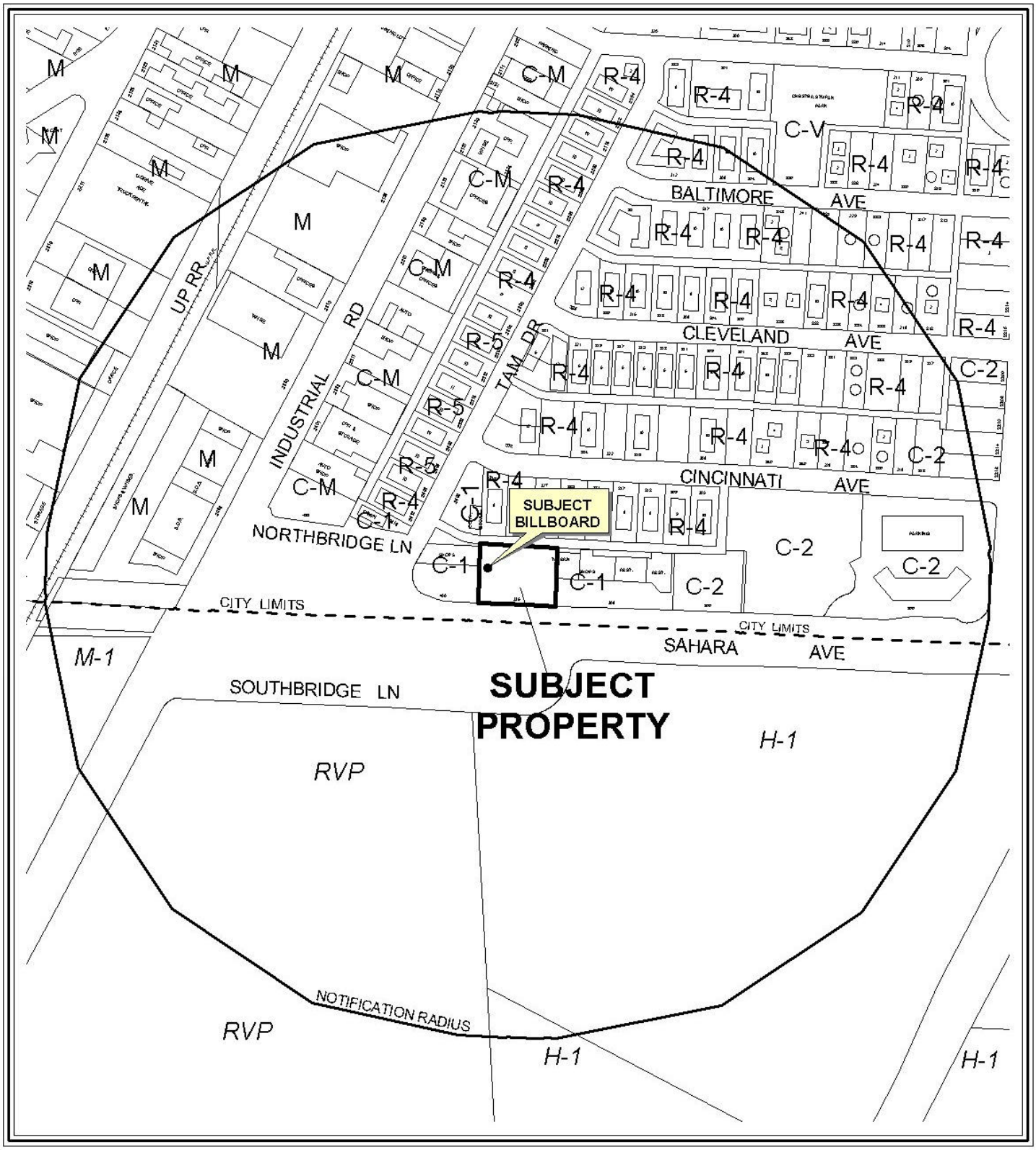
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
RQR-37772 - REQUIRED THREE YEAR REVIEW - PUBLIC HEARING - APPLICANT: LAMAR ADVERTISING - OWNER: AMBER INVESTMENT COMPANY - Required Three-Year Review of an approved Special Use Permit (U-0052-95) WHICH ALLOWED A 40-FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING SIGN at 336 West Sahara Avenue (APN 162-04-807-002), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. City Council Approval Letter for RQR-18679
6. City Council Approval Letter for RQR-5767



0 200 400 Feet

CASE: **RQR-37772**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

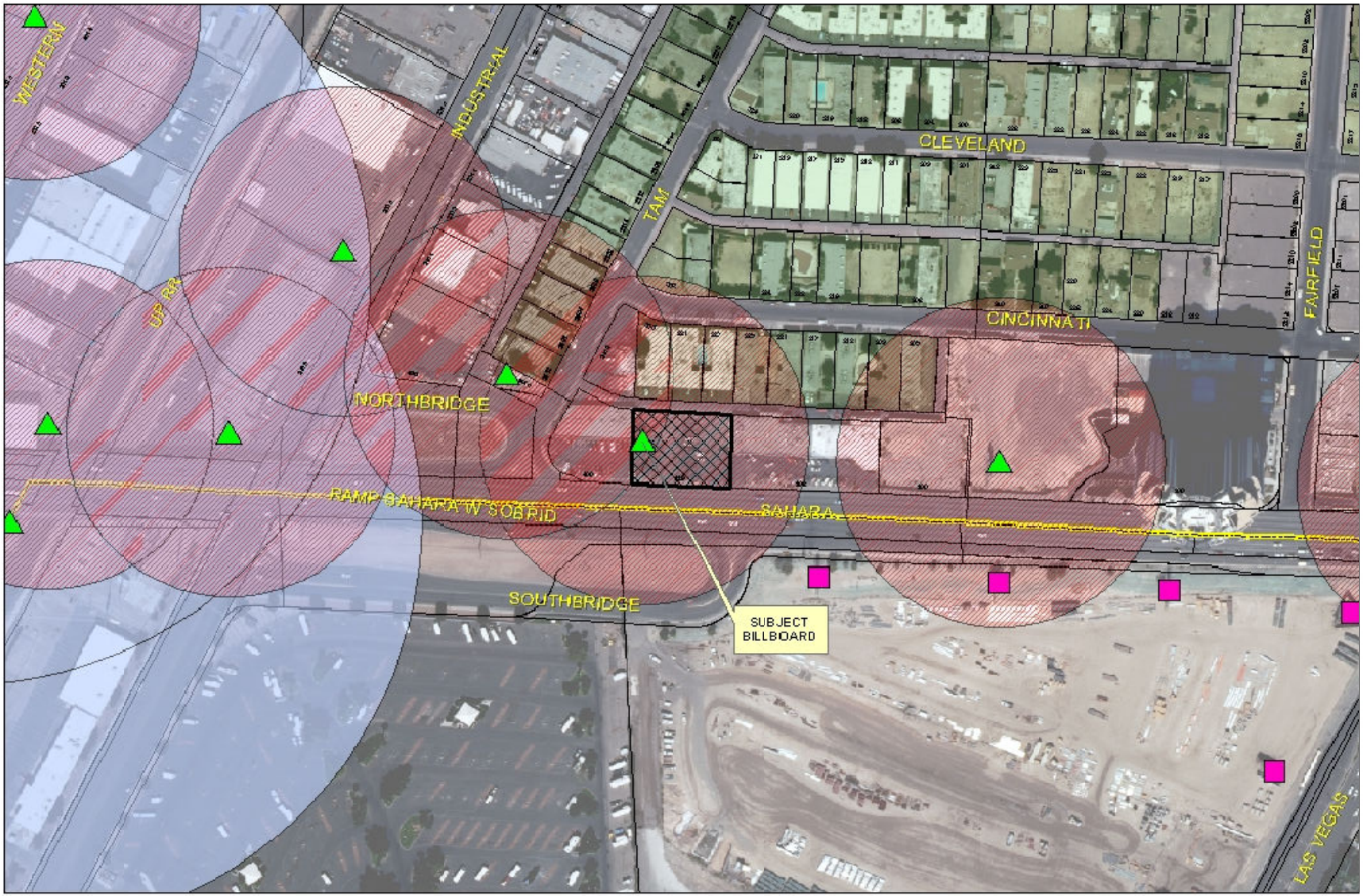
0 200 400 Feet

CASE: **RQR-37772**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



RQR-37772

City of Las Vegas Billboard Data

- Subject Parcel
- City of Las Vegas Billboard Location
- Clark County Billboard Location
- 300 Foot Buffer Around Billboard
- 750 Foot Buffer Around Freeway Billboard
- Residential Zoned Property
- Off Premise Sign Exclusion Area
- Exempt - Off Premise Area Sign Area

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JUNE 2, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: LAMAR ADVERTISING - OWNER: AMBER INVESTMENT COMPANY

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
RQR-37772	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

RQR-37772 CONDITIONS

Planning and Development

1. Conformance to the conditions of Special Use Permit (U-0052-95).

2. This Special Use Permit (U-0052-95) shall be placed on an agenda closest to June 21, 2013 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. The Off-Premise Sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the Off-Premise Sign.

4. If the existing Off-Premise Sign is voluntarily demolished, this Special Use Permit (U-0052-95) shall be expunged and a new Off-Premise Sign shall not be permitted in the same location unless a Special Use Permit is approved for the new structure by the City Council.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Staff Report Page One
June 2, 2010 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

This is the sixth Required Review of a previously approved Special Use Permit (U-0052-95) for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign located at 336 West Sahara Avenue. A building permit (#95875443) was issued on 07/26/95 for the installation of an Off-Premise Sign at 336 West Sahara Avenue with an approved final inspection on 08/30/95. The sign is located within the Northern Strip Gateway section of the Downtown Centennial Plan that states the design and installation of any Off-Premise Signs must conform to Title 19.14 sign standards; though the sign does not meet current minimum distance separation requirements from other signs and "R" zoned properties, the sign was approved prior to the addition of these requirements of the code. Staff has no objection to the continued use of the sign and is recommending approval. If denied, the Special Use Permit for the Off-Premise sign would require the sign to be removed.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
06/21/95	The City Council approved a request for a Special Use Permit (U-0052-95) for a 14-foot by 48-foot Off-Premise Sign at 336 West Sahara Avenue. The Board of Zoning Adjustment recommended denial on 05/23/95.
08/16/00	The City Council approved a request for a Required Review [U-0052-95(1)] of a previously approved Special Use Permit (U-0052-95) that allowed a 14-foot by 48-foot Off- Premise Sign at 336 West Sahara Avenue. The Planning Commission recommended approval on 06/22/00.
12/19/01	The City Council approved a request for a Required Review [U-0052-95(2)] of a previously approved Special Use Permit (U-0052-95) that allowed a 14-foot by 48-foot Off- Premise Sign at 336 West Sahara Avenue. The Planning Commission recommended approval on 11/01/01.
01/22/03	The City Council approved a request for a Required Review (RQR-1222) of a previously approved Special Use Permit (U-0052-95) that allowed a 14-foot by 48-foot Off-Premise Sign at 336 West Sahara Avenue. The Planning Commission recommended approval on 12/19/02.
03/02/05	The City Council approved a request for a Required Review (RQR-5767) of a previously approved Special Use Permit (U-0052-95) that allowed a 14-foot by 48-foot Off-Premise Sign at 336 West Sahara Avenue. The Planning Commission recommended denial on 01/27/05.
06/20/07	The City Council approved a request for a Required Review (RQR-18679) of a previously approved Special Use Permit (U-0052-95) that allowed a 14-foot by 48-foot Off-Premise Sign at 336 West Sahara Avenue. The Planning Commission recommended approval on 04/12/07.

DS

Related Building Permits/Business Licenses	
07/26/95	A building permit (95875443) was issued for the installation of a billboard sign at 336 West Sahara Avenue. The permit was finalized on 08/30/95
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	0.55

Field Checks	
04/18/10	Staff conducted a field check of the subject site with the following observations: • All sign faces and the supporting structure appeared in good condition, were free of graffiti, and did not require repainting or bird deterrents. • There are no embellishments, moving parts, or electronic displays located on the signs.

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Parking Lot and Off-Premise Sign	C (Commercial)	C-1 (Limited Commercial)
North	Apartments	MXU (Mixed Use)	R-4 (High Density Residential)
South	Clark County	CT (Commercial Tourist)- Clark County	H-1 (Limited Resort and Apartments)- Clark County
East	Tavern, Retail Establishment, Restaurant	C (Commercial)	C-1 (Limited Commercial)
West	Retail Establishment	C (Commercial)	C-1 (Limited Commercial)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan			
Downtown Centennial Plan (Northern Strip Gateway)	X		Y
Las Vegas Redevelopment Plan/Area	X		Y

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts			
G-O (Gaming Enterprise Overlay) District	X		Y
A-O (Airport Overlay) District (175 feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Standards	Code Requirement	Provided	Compliance
Location	No Off-Premise Sign may be located within public right-of-way	Sign is not located in public right-of-way	Y
Zoning	Off-Premise Signs are permitted in C-1. C-2, C-M, and M zoning districts only	The sign is located in a C-1 (Limited Commercial) zone	Y
Area	No Off-Premise Sign shall have a surface area greater than 672 square feet, except that an embellishment of not to exceed five feet above the regular rectangular surface of the sign may be added if the additional area contains no more than 128 square feet.	The sign is 672 square feet in size; no embellishment.	Y
Height	No higher than 40 feet from grade at the point of construction: may be raised to a maximum of 55 feet with approval of the City Council if significantly obscured from view of travel lanes.	Sign is 40 feet tall	Y
Screening	All structural elements of an Off-Premise Sign to which the display panels are attached shall be screened from view.	Structural elements of the sign are screened from public view.	Y
Off-Premise Sign (Billboard)	At least 750 feet to another Off-Premise Sign along US-95 or at least 300 feet to another Off-premise Sign (if not along US-95)	Sign is approximately 275 feet from another Off-Premise Sign	N

Off-Premise Sign (Billboard)	At least 300 feet to the nearest property line of a lot in any "R" or U" zoned districts.	Sign is approximately 75 feet from property to the north that is zoned for residential use	N
Other	All Off-Premise Signs shall be detached and permanently secured to the ground and shall not be located on property used for residential purposes.	Sign is permanently secured to the ground and is located on commercially zoned property.	Y

ANALYSIS

This is the sixth Required Review of a previously approved Special Use Permit (U-0052-95) that allowed a 14-foot by 48-foot Off- Premise Sign at 336 West Sahara Avenue. The sign is located in the Northern Strip Gateway District of the Downtown Centennial Plan that allows Off-Premise Signs as long as the design and installation conforms to Title 19 sign standards. The Off-Premise Sign located to the west of the subject site existed prior to the subject Off-Premise Sign, and the residentially zoned properties to the north were built between 1956 and 1962.

A building permit (95875443) was issued on 07/26/95 and received an approved final inspection on 08/30/95 for an Off-Premise Sign at 336 West Sahara Avenue. Staff conducted a field check of the subject site on 04/18/10 and found the sign faces and supporting structure in good condition, free of graffiti and bird feces. There have been recent entitlements and changes in land use for properties in the surrounding area that included a 72-story mixed use development to the east, but the entitlement has since expired.

FINDINGS

The Off-Premise Sign is located in a C-1 (Limited Commercial) zoning district and is not located within the Off-Premise Sign Exclusionary Zone. The sign faces and supporting structure are in good condition. Though the sign does not meet current minimum distance separation requirements from other signs and "R" zoned properties, the sign was approved prior to the addition of these requirements to the code; therefore, staff has no objection to the continued use of the Off-Premise Sign and recommends approval with a three-year time-limit. Conformance to the conditions of approval of the Special Use Permit (U-0052-95) shall be required.

NOTICES MAILED 315 (By Planning)

APPROVALS 0

PROTESTS 0

DS

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **RQR-37772** APN: 162-04-807-002

Name of Property Owner: Amber Investment Company

Name of Applicant: Lamar Central Outdoor, LLC

Name of Representative: Same as Applicant

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Amber Investment Company

Stephen A. Wang

Subscribed and sworn before me

This 1 day of March, 2010

_____

Notary Public in and for said County and State

RICHARD CRAIG
COMM. #1746914
NOTARY PUBLIC - CALIFORNIA
ALAMEDA COUNTY
COMM. EXPIRES JUNE 8, 2011

Revised 11-14-06

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RECEIVED
MAR 2 4 2010

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Required Review

Project Address (Location) 336 W. Sahara Ave.

Project Name Amber Investment sign **Proposed Use** Off-premise sign

Assessor's Parcel #(s) 162-04-807-002 **Ward #** 3

General Plan: existing _____ proposed _____ **Zoning:** existing C-1 proposed _____

Commercial Square Footage 672 **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information Required Review for an existing off-premise sign

PROPERTY OWNER Amber Investment Company **Contact** Stephen Wong

Address 132 Ninth Street Ste #200 **Phone:** (510) 891-9060 **Fax:** (510) 891-9071

City Oakland **State** CA **Zip** 94607-4727

E-mail Address _____

APPLICANT Lamar Central Outdoor, LLC **Contact** Scott Naftzger

Address 1863 Helm Drive **Phone:** (702) 873-4600 **Fax:** (702) 873-4344

City Las Vegas **State** NV **Zip** 89119

E-mail Address snaftzger@lamar.com

REPRESENTATIVE Same as Applicant **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

Property Owner Signature* _____

* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name AMBER INVESTMENT COMPANY
Stephen A Wong

Subscribed and sworn before me

This 10TH day of March, 2010.

_____

Notary Public in and for said County and State

FOR DEPARTMENT USE ONLY

Case #	RQR-37772
Meeting Date:	6/2/10
Total Fee:	$800.00
Date Received:*	3/24/10
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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RICHARD CRAIG
COMM. #1746914
NOTARY PUBLIC - CALIFORNIA
ALAMEDA COUNTY
COMM. EXPIRES JUNE 8, 2011

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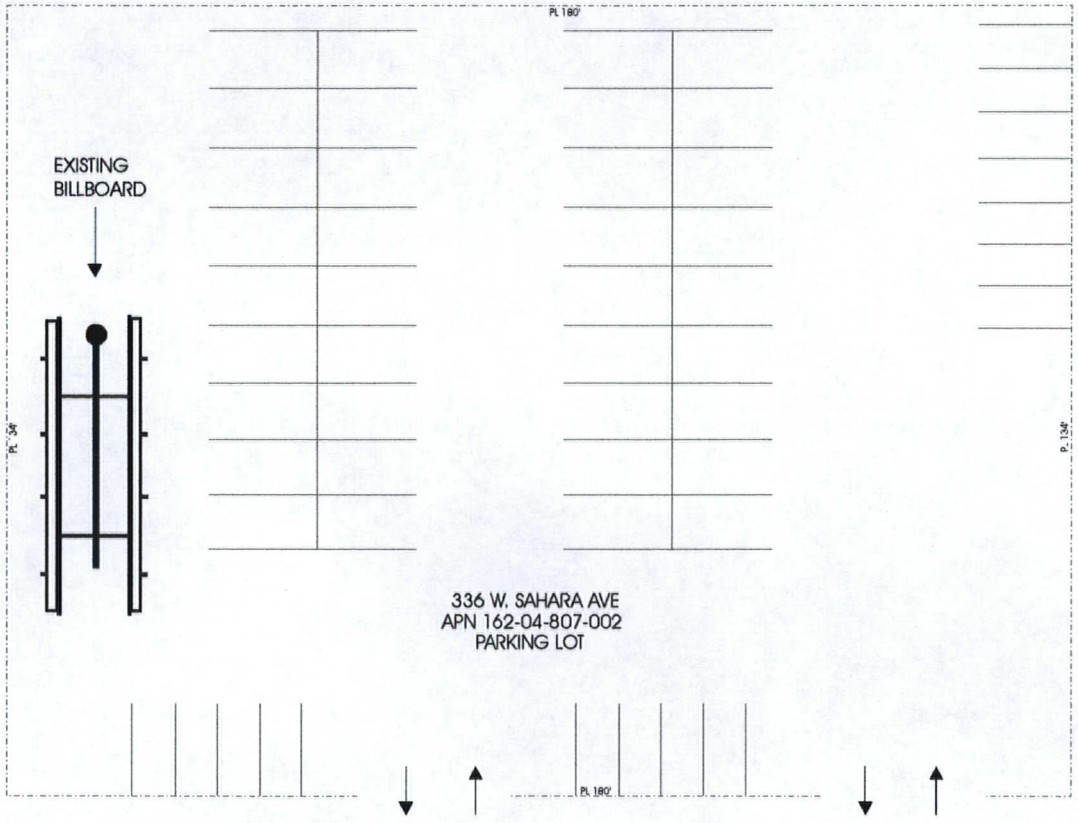
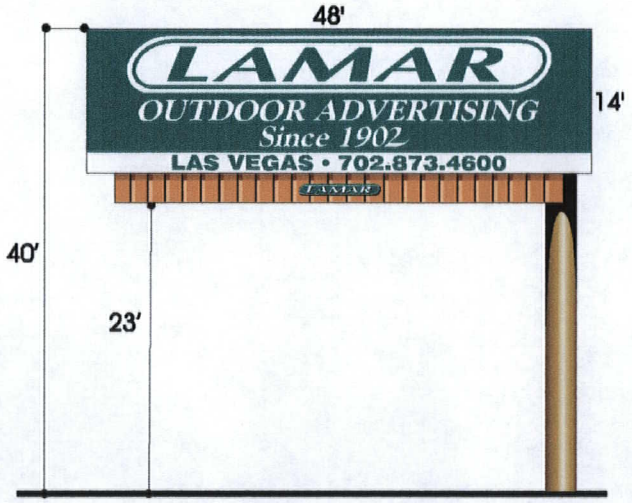
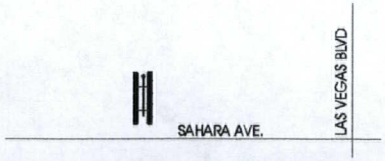




ELEVATION (NO SCALE)



VICINITY MAP (NO SCALE)

LAMAR OUTDOOR ADVERTISING		
SCALE: 1" = 10'	DATE: 02/26/10	DRAWN BY: S.NAFTZGER
AMBER INVESTMENT SITE PLAN		
APN 162-04-807-002		DRAWING NUMBER:

RQR-37772
06/02/10 CC

RECEIVED
MAR 2 4 2010

ELEVATION (NO SCALE)

RQR-37772
06/02/10 CC

RECEIVED
MAR 2 4 2010

RQR-37772 - APPLICANT: LAMAR ADVERTISING - OWNER: AMBER INVESTMENT COMPANY
336 WEST SAHARA AVENUE

04/15/10

RQR-37772 - APPLICANT: LAMAR ADVERTISING - OWNER: AMBER INVESTMENT COMPANY
336 WEST SAHARA AVENUE

04/15/10

RQR-37772 - APPLICANT: LAMAR ADVERTISING - OWNER: AMBER INVESTMENT COMPANY
336 WEST SAHARA AVENUE

04/15/10

RQR-37772 - APPLICANT: LAMAR ADVERTISING - OWNER: AMBER INVESTMENT COMPANY
336 WEST SAHARA AVENUE

04/15/10

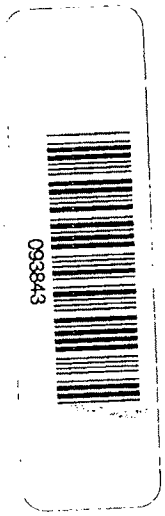
LAS VEGAS CITY COUNCIL

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

August 6, 2007

Mr. Stephen Wong
Amber Investment Company
132 Ninth Street, Suite #200
Oakland, California 94607-4727

RE: RQR-18679 – REQUIRED REVIEW
CITY COUNCIL MEETING OF JUNE 20, 2007

Dear Mr. Wong:

The City Council at a regular meeting held June 20, 2007 APPROVED the Required Two-Year Review of an approved Special Use Permit (U-0052-95) WHICH ALLOWED A 40 FOOT TALL, 14-FOOT X 48-FOOT OFF PREMISE ADVERTISING (BILLBOARD) SIGN at 336 West Sahara Avenue (APN 162-04-806-002), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on June 21, 2007. This approval is subject to:

Planning & Development

1. This Special Use Permit shall be reviewed in three (3) years at which time the City Council may require the Off-Premise Advertising (Billboard) Sign be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Advertising (Billboard) Sign is removed.

2. All of the supporting structure shall be repainted, as required by the Planning and Development Department, within 30 days of final approval of this review by the City Council. Failure to perform the required painting may result in fines and/or removal of the Off-Premise Advertising (Billboard) Sign.

3. The Off-Premise Advertising (Billboard) Sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the Off-Premise Advertising (Billboard) Sign.

4. The property owner shall keep the property properly maintained and graffiti-free at all times. Failure to perform required maintenance may result in fines and/or removal of the Off-Premise Advertising (Billboard) Sign.

RQR-37772
06/02/10 CC

5. If the existing off-premise sign is voluntarily demolished, this Special Use Permit shall be expunged and a new off-premise sign shall not be permitted in the same location unless a Special Use Permit is approved for the new structure by the City Council.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

7. Deleted at City Council.

Sincerely,

Angela Crolli
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

M. Margo Wheeler, AICP
Director
Planning and Development Department

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. Scott Naftzger
Lamar Advertising
1863 Helm Drive
Las Vegas, Nevada 89119

Ms. Jennifer Lazovich
KKBR&F
3800 Howard Hughes Parkway, Suite 700
Las Vegas, Nevada 89169

RQR-37772
06/02/10 CC

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
MICHAEL MACK
STEVE WOLFSON
LOIS TARKANIAN

DOUGLAS A. SELBY
CITY MANAGER

March 3, 2005

Mr. Steve Wong
Amber Investments
132 9th Street, Suite #200
Oakland, California 94607

RE: RQR-5767 - REQUIRED TWO YEAR REVIEW
CITY COUNCIL MEETING OF MARCH 2, 2005

Dear Mr. Wong:

The City Council at a regular meeting held March 2, 2005 considered the Appeal filed by the Applicant from the Denial by the Planning Commission of a Required Two-Year Review of an approved Special Use Permit (U-0052-95) WHICH ALLOWED A 40 FOOT TALL, 14-FOOT X 48-FOOT OFF PREMISE ADVERTISING (BILLBOARD) SIGN at 336 West Sahara Avenue (APN 162-04-807-002), C-1 (Limited Commercial) Zone.

The City Council granted the Appeal; thereby APPROVING the Required Two-Year Review. The Notice of Final Action was filed with the Las Vegas City Clerk on March 3, 2005. This approval is subject to:

Planning and Development

1. The Special Use Permit shall be reviewed in two (2) years at which time the City Council may require the off-premise sign to be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Advertising (Billboard) Sign is removed.

2. If the existing off-premise advertising sign structure is removed, this Special Use Permit shall be expunged and a new off-premise advertising sign structure shall not be erected in the same location unless: (1) a new Special Use Permit is approved for the new structure by the City Council, or (2) the location is in compliance with all applicable standards of the Downtown Centennial Plan and Title 19 of the Las Vegas Municipal Code including, but not limited to, distance separation requirements, or (3) a Variance to the applicable standards of Title 19 has been approved for the new structure by the City Council.

3. The Off-Premise Advertising (Billboard) Sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the Off-Premise Advertising (Billboard) Sign.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

18112-001-1-05
CLV 7009

RQR-37772
06/02/10 CC

4. All City Code requirements and design standards of all City Departments shall be satisfied.

Sincerely,

Ydoleena Yturralde
Deputy City Clerk I for
Barbara Jo Ronemus, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. Of Fire Services

Mr. Scott Naftzger
Lamar Outdoor Advertising
1863 Helm Drive
Las Vegas, Nevada 89119

City of Las Vegas Agenda Item No.: **55.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JUNE 2, 2010

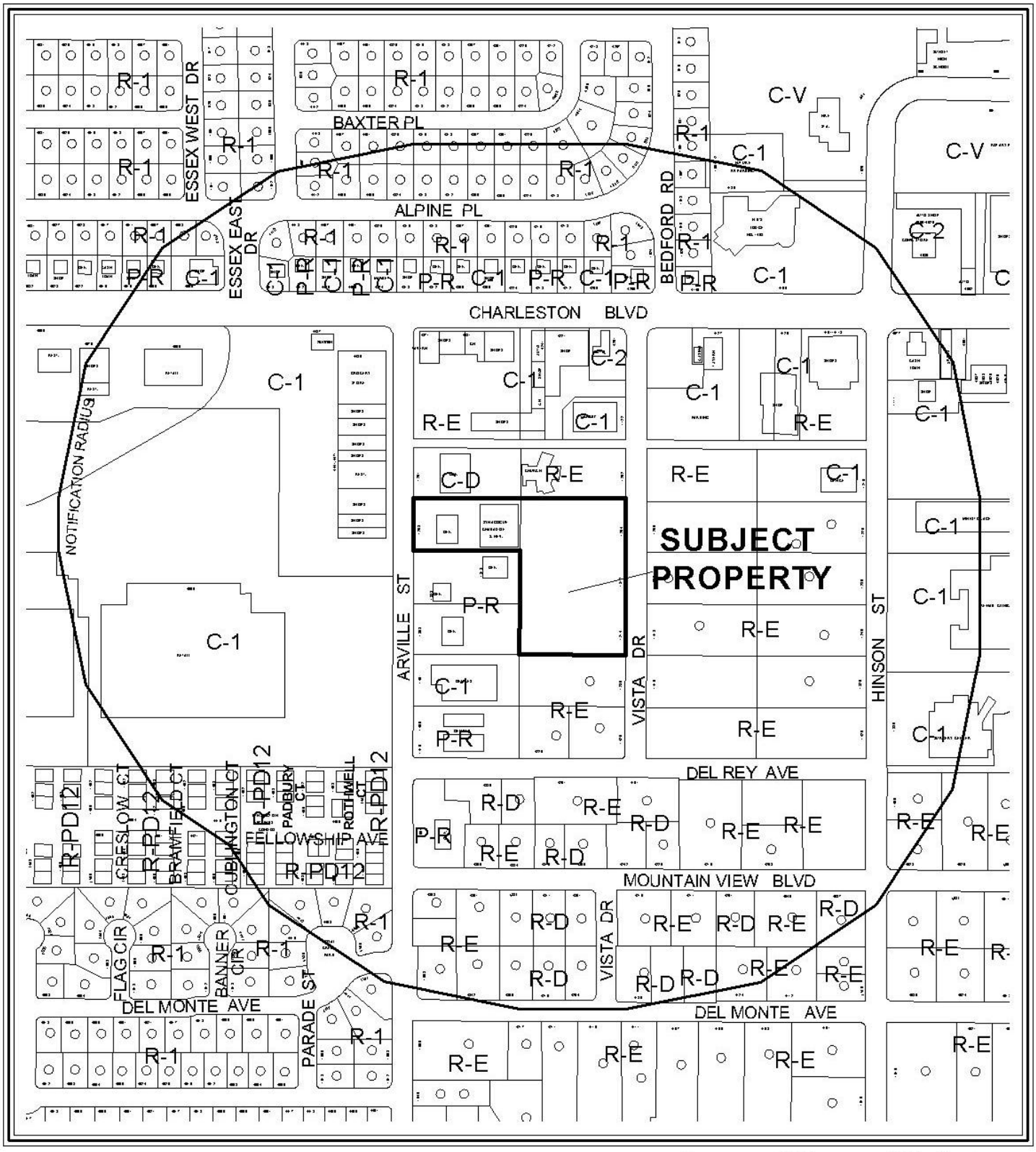
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
ROC-37581 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT/OWNER: CHABAD OF SOUTHERN NEVADA - Request for a Review of Condition 'D' OF A PREVIOUSLY APPROVED SITE DEVELOPMENT PLAN REVIEW (SDR-18342) TO DELETE THE REQUIREMENT TO INSTALL DIVERTERS IN THE STREET IN FRONT OF THE SCHOOL at 1312 Vista Drive (APN 162-06-501-004), R-E (Residence Estates) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos - ROC-37581, VAR-37276, VAR-37277, SDR-36050, VAR-37627 and SDR-37579
5. City Council Approval Letter for SDR-18342
6. City Council Minutes for SDR-18342
7. Justification Letter



CASE: **ROC-37581**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

CASE: **ROC-37581**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

0 300 600 Feet

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JUNE 2, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: CHABAD OF SOUTHERN NEVADA

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
ROC-37581	Staff recommends DENIAL, if approved subject to conditions:	None

** CONDITIONS **

ROC-37581 CONDITIONS

Planning and Development

1. Condition 'D' of Site Development Plan Review (SDR-18342) shall be deleted.

2. Conformance to the conditions of approval of the Site Development Plan Review (SDR-18342) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

The site is currently under construction for a private school. This is a request for a Review of Condition to delete Condition D of a previously approved Site Development Plan Review (SDR-18342) that required the applicant to install diverters in the street on Vista Drive to prevent school traffic from making southbound turns when exiting the facility. Plan Check #31959 was submitted on 09/18/09 and is still being reviewed by various City departments. Several building permits for the project have been issued, though none have yet to be finalized. The Department of Public Works has no objection to the applicant's request as long as all other conditions of approval of the Site Development Plan Review (SDR-18342) are ultimately complied with. Though the applicant is not changing the school's drive aisle configuration on the property, City Council imposed the condition to address neighborhood concerns; therefore, staff is recommending denial of this request.

In addition to this Review of Condition (ROC-37581), the applicant has submitted five (5) related applications for the aforementioned property (VAR-37276, VAR-37277, SDR-36050, VAR-37627, and SDR-37579) that will be heard concurrently with this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
12/18/91	The City Council approved a request for a Special Use Permit (U-0256-91) to allow a proposed Synagogue with a Child Care use. The Board of Zoning Adjustment recommended approval on 10/24/91.
01/09/08	The City Council approved a request for a Site Development Plan Review (SDR-18342) for a proposed 77,881 square-foot, 35-foot tall private school on 4.01 acres adjacent to the west side of Vista Drive, approximately 530 feet south of Charleston Boulevard. The Planning Commission recommended approval on 11/08/07.
04/22/10	The Planning Commission recommended approval for a request for a Variance (VAR-37277) to allow 21 parking spaces where 25 spaces are required at 1312 Vista Drive. The item is scheduled to be heard at the 06/02/10 City Council meeting.
	The Planning Commission recommended approval for a related request for a Variance (VAR-37276) to allow a ten-foot rear yard setback where 35 feet is required.
	The Planning Commission recommended approval for a related request for a Variance (VAR-37627) to allow two attached institutional signs where only one is allowed.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
	The Planning Commission recommended approval for a related request for a Site Development Plan Review (SDR-36050) for a proposed 1,440 square-foot temporary classroom with a waiver of the perimeter landscape buffer requirements to allow a zero-foot landscape buffer along a portion of the west perimeter.
	The Planning Commission recommended approval for a related request for a Site Development Plan Review (SDR-37579) for a private school to remove 15 required trees from the landscape buffer along a portion of the west perimeter.

Related Building Permits/Business Licenses	
07/01/09	A building permit (#142582) was issued for a demolition of a building located at 1214 Vista Drive. The permit was finalized on 07/28/09.
07/15/09	A building permit (#143557) was issued for a temporary construction trailer at 1312 Vista Drive. The permit was closed on 08/28/09 as no inspection is required per the building department.
08/21/09	A building permit (#146017) was issued for grading at 1312 Vista Drive. The permit is still open with no inspections noted.
09/18/09	Plan Check 31959 was processed for a private school at 1312 Vista Drive. The plans are still being reviewed by various City departments. In addition, several building permits (#128454, #128456, and #128457) were issued for the private school, onsites and hardscapes, and a trash enclosure with all still open.

Pre-Application Meeting	
02/18/10	A pre-application meeting was held to discuss the proposed removal of Condition C and D of a previously approved Site Development Plan Review and documents required for submitting the request for City Council action.

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: • Construction of the school is progressing • The site appeared clean and neat in appearance.

Details of Application Request	
Site Area	
Gross Acres	3.01

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Vacant land with a proposed Private School	R (Rural Density Residential)	R-E (Residence Estates)
North	Church	R (Rural Density Residential)	R-E (Residence Estates)
South	Single Family Dwellings	R (Rural Density Residential)	R-E (Residence Estates)
East	Single Family Dwellings and Vacant Land	R (Rural Density Residential)	R-E (Residence Estates)
West	Offices	SC (Service Commercial)	P-R (Professional Office and Parking)
	Synagogue	SC (Service Commercial)	P-R (Professional Office and Parking)

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 and 200 Feet)	X		Y
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	N/A

ANALYSIS

This is a request for a Review of Condition to delete Condition D of a previously approved Site Development Plan Review (SDR-18342) that required the applicant to install diverters in the street on Vista Drive to prevent school traffic from making southbound turns when exiting the facility. Plan Check #31959 was submitted on 09/18/09 and is still being reviewed by various City departments. Several building permits for the project have been issued, though none have yet to be finalized. Staff conducted a field check of the subject site on 04/06/10 and found the school under construction with the surrounding area being kept neat and clean in appearance.

FINDINGS

The Department of Public Works has no objection to the applicant's request as long as all other conditions of approval of the Site Development Plan Review (SDR-18342) are ultimately complied with. The City Council imposed the condition to install diverters on Vista Drive to address neighborhood concerns; therefore, staff is recommending denial of this request.

NOTICES MAILED 233 (By Planning)

APPROVALS 0

PROTESTS 0

DS

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **ROC-37581** APN: _____

Name of Property Owner: CHABAD OF SOUTHERN NEVADA

Name of Applicant: YEhoshua HARLIG

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: _____

Print Name: YEhoshua HARLIG

Subscribed and sworn before me

This 3 day of March, 2010

_____
Notary Public in and for said County and State

Notary Public - State of Nevada
County of Clark
PATRICIA RAMSTETTER
My Appointment Expires
No: 96-2718-1 May 17, 2012

RECEIVED
MAR 04 2010

Revised 11-14-06

f:\depot\Application Packet\Statement of Financial Interest.pdf

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: REVIEW OF CONDITION

Project Address (Location) 1254 VISTA DRIVE

Project Name DESERT TORAH ACADEMY Proposed Use SCHOOL

Assessor's Parcel #(s) 162-06-501-004 Ward # 1

General Plan: existing SC & R proposed ____ Zoning: existing R-E proposed ____

Commercial Square Footage ____ Floor Area Ratio ____

Gross Acres 3.0 Lots/Units N/A Density N/A

Additional Information ____

PROPERTY OWNER CHABAD OF S. NEV. Contact BILL ROBERTS
Address 1261 ARVILLE ST. Phone: 259-0770 Fax: 877-4700
City LAS VEGAS State NV Zip 89102
E-mail Address CHABADLV.@AOL.COM

APPLICANT CHABAD OF S. NEV. Contact BILL ROBERTS
Address 1261 ARVILLE ST. Phone: 259-0770 Fax: 877-4700
City LAS VEGAS State NV. Zip 89102
E-mail Address CHABADLV@AOL.COM

REPRESENTATIVE BILL ROBERTS c/ SAME
Address 1871 HOLLYWELL ST. Phone: 418-4721 Fax: 877-4700
City LAS VEGAS State NV. Zip 89135
E-mail Address BILLYKINGMANAZ@YAHOO.COM

Property Owner Signature* ____

*An authorized agent may sign in lieu of the property owner for Lien Maps, Temporary Maps and Parcel Maps

Print Name Yehoshua Hartig

Subscribed and sworn before me [signature]

This 7th day of January, 2010

Notary Public in and for said County and State

Notary Public - State of Nevada
County of Clark
PATRICIA RAMSTETTER
My Appointment Expires
May 17, 2012
No: 96-2718-1

FOR DEPARTMENT USE ONLY

Case #	ROC-37581
Meeting Date:	15/19/10
Total Fee:	830
Date Received:*	3/4/10
Received By:	[signature]

* The application will not be accepted, indicated only the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Construction Code.

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MAR 04 2010

f:\depot\Application Packet\Application Form.pdf

Revised 10/27/08

REVERSIONARY FINAL MAP

A REVERSION TO ACREAGE OF LOTS 4, 5 & 6 IN BLOCK 2 PER THAT CERTAIN FINAL MAP ENTITLED 'HINSON HEIGHTS' ON FILE IN BOOK 02, PAGE 82 OF PLATS IN THE OFFICE OF THE CLARK COUNTY RECORDER, SITUATED WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 06, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

OWNER'S CERTIFICATE

CHABAD OF SOUTHERN NEVADA, INC., A NEVADA NON-PROFIT CORPORATION DOES HEREBY CERTIFY THAT IT IS THE OWNER OF THE PARCELS OF LAND WHICH ARE SHOWN WITHIN THE BOUNDARY OF THIS MAP AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP FOR THE PURPOSE OF REVERTING TO ACREAGE THE PARCELS OF LAND DELINEATED HEREON.

DATED THIS 28 DAY OF July, 2009.

BY: YEHOSHUE HARLIG AS PRESIDENT OF CHABAD OF SOUTHERN NEVADA, INC., A NEVADA NON-PROFIT CORPORATION

ACKNOWLEDGMENT

STATE OF NEVADA } SS
COUNTY OF CLARK }

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON July 28 2009,

BY: YEHOSHUE HARLIG AS PRESIDENT OF CHABAD OF SOUTHERN NEVADA, INC., A NEVADA NON-PROFIT CORPORATION

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE
MY COMMISSION EXPIRES 05/17/2012

Notary Public State of Nevada
County of Clark
PATRICIA RAMSTETTER
My Appointment Expires
May 17, 2012

CITY SURVEYOR'S CERTIFICATE

I, ALAN R. RIEKKI, CITY SURVEYOR OF THE CITY OF LAS VEGAS, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE REVERSIONARY FINAL MAP AND AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

8/11/09
DATE

ALAN R. RIEKKI
CITY SURVEYOR, CITY OF LAS VEGAS, NEVADA
NEVADA CERTIFICATE NO. 12469

CITY OF LAS VEGAS DEPARTMENT OF PUBLIC WORKS NEVADA

PLANNING AND DEVELOPMENT

I CERTIFY THAT THE DIRECTOR OF PLANNING AND DEVELOPMENT, ON THE 30TH DAY OF July, 2009, DID APPROVE THIS MAP, IN ACCORDANCE WITH NRS 278.010 TO 278.630, INCLUSIVE, FOR THE PURPOSES OF REVERTING TO ACREAGE THE PROPERTY DESCRIBED HEREIN.

7/30/09
DATE

BY: M. MARGO WHEELER, AICP
DIRECTOR OF PLANNING AND DEVELOPMENT
CITY OF LAS VEGAS

DIVISION OF WATER RESOURCES

THIS REVERSIONARY FINAL MAP IS APPROVED BY THE DIVISION OF WATER RESOURCES OF THE DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES CONCERNING WATER QUANTITY SUBJECT TO REVIEW OF APPROVAL ON FILE IN THIS OFFICE.

07/29/09
DATE

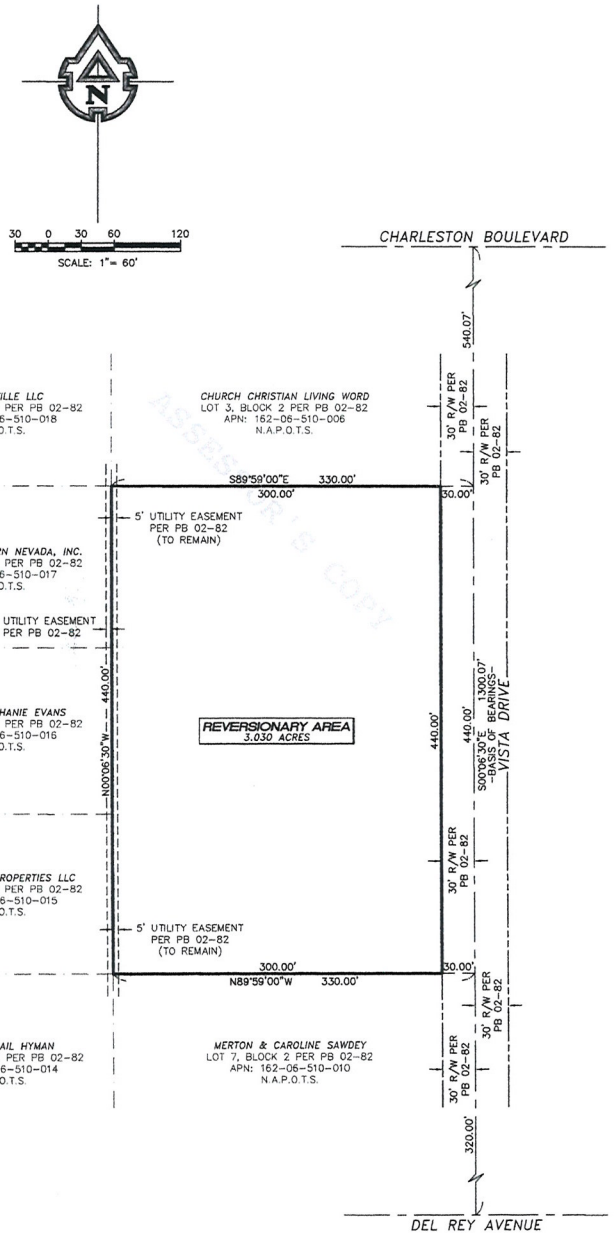
BY: Shad Ormsby, P.E.
DIVISION OF WATER RESOURCES

DISTRICT BOARD OF HEALTH CERTIFICATE

THIS REVERSIONARY FINAL MAP IS APPROVED BY THE SOUTHERN NEVADA HEALTH DISTRICT. THIS APPROVAL CONCERNS SEWAGE DISPOSAL, WATER POLLUTION, WATER QUALITY, AND WATER SUPPLY FACILITIES AND IS PREDICATED UPON PLANS FOR A PUBLIC WATER SUPPLY AND A COMMUNITY SYSTEM FOR DISPOSAL OF SEWAGE.

07/28/09
DATE

BY: WALTER B. ROSS
SOUTHERN NEVADA HEALTH DISTRICT



SURVEYOR'S CERTIFICATE

I, CODY L. SOMMER, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, CERTIFY THAT:

1) THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF CHABAD OF SOUTHERN NEVADA, INC., A NEVADA NON-PROFIT CORPORATION
2) LANDS SURVEYED LIE WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 06, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.
3) THIS PLAT COMPLIES WITH THE APPLICABLE STATE STATUTES AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE LOCAL GOVERNMENT GAVE ITS FINAL APPROVAL.
4) THIS MAP HAS BEEN PREPARED FROM INFORMATION SHOWN ON THAT CERTAIN FINAL MAP ON FILE IN BOOK 02 OF PLATS, PAGE 82, OFFICIAL RECORDS, CLARK COUNTY, NEVADA. NO RESPONSIBILITY IS ASSUMED FOR THE EXISTENCE OF THE MONUMENTS OR FOR CORRECTNESS OF OTHER INFORMATION SHOWN ON OR COPIED FROM SAID MAP.

CODY L. SOMMER
PROFESSIONAL LAND SURVEYOR
NEVADA LICENSE No. 17597

PROFESSIONAL LAND SURVEYOR STATE OF NEVADA CODY L. SOMMER No. 17597

EXP-06.30.10

LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 06, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

LOTS 4 (FOUR), 5 (FIVE) AND 6 (SIX) IN BLOCK 2 (TWO) AS SHOWN BY THAT CERTAIN FINAL MAP ENTITLED 'HINSON HEIGHTS' ON FILE IN BOOK 02 OF PLATS, PAGE 82, OFFICIAL RECORDS, CLARK COUNTY, NEVADA,

CONTAINS 3.030 ACRES, MORE OR LESS.

BASIS OF BEARINGS

SOUTH 00°06'30" EAST, BEING THE CENTERLINE OF A PORTION OF VISTA DRIVE AS SHOWN BY MAP THEREOF ON FILE IN BOOK 02 OF PLATS, PAGE 82, OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

EASEMENT NOTE

THIS REVERSIONARY FINAL MAP DOES NOT REVERT, RELINQUISH, OR VACATE ANY EXISTING EASEMENTS.

LEGEND

- BOUNDARY LINE
- RIGHT-OF-WAY LINE
- EASEMENT LINE
- ADJACENT LOT LINE
- CENTER LINE
- N.A.P.O.T.S. - NOT A PART OF THIS SURVEY

ISSUANCE COPY

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MAR 04 2010

ROC-37581

COUNTY RECORDER'S NOTE

ANY SUBSEQUENT CHANGES TO THIS MAP SHOULD BE EXAMINED AND MAY BE DETERMINED BY REFERENCE TO THE COUNTY RECORDER'S CUMULATIVE MAP INDEX. N.R.S. 278.5695

FMP-34530

REVERSIONARY FINAL MAP

A REVERSION TO ACREAGE OF LOTS 4, 5 & 6 IN BLOCK 2 PER THAT CERTAIN FINAL MAP ENTITLED 'HINSON HEIGHTS' ON FILE IN BOOK 02, PAGE 82 OF PLATS IN THE OFFICE OF THE CLARK COUNTY RECORDER, SITUATED WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 06, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

SYNTECH
WWW.SYNTECH.WS
1152 ORPHINGTON COURT, HENDERSON, NV 89002
Tel. 702.453.2225 Fax. 702.453.2226

DATE: 07/07/2009 | JOB#: 1090090.00 | SHEET 1 OF 1

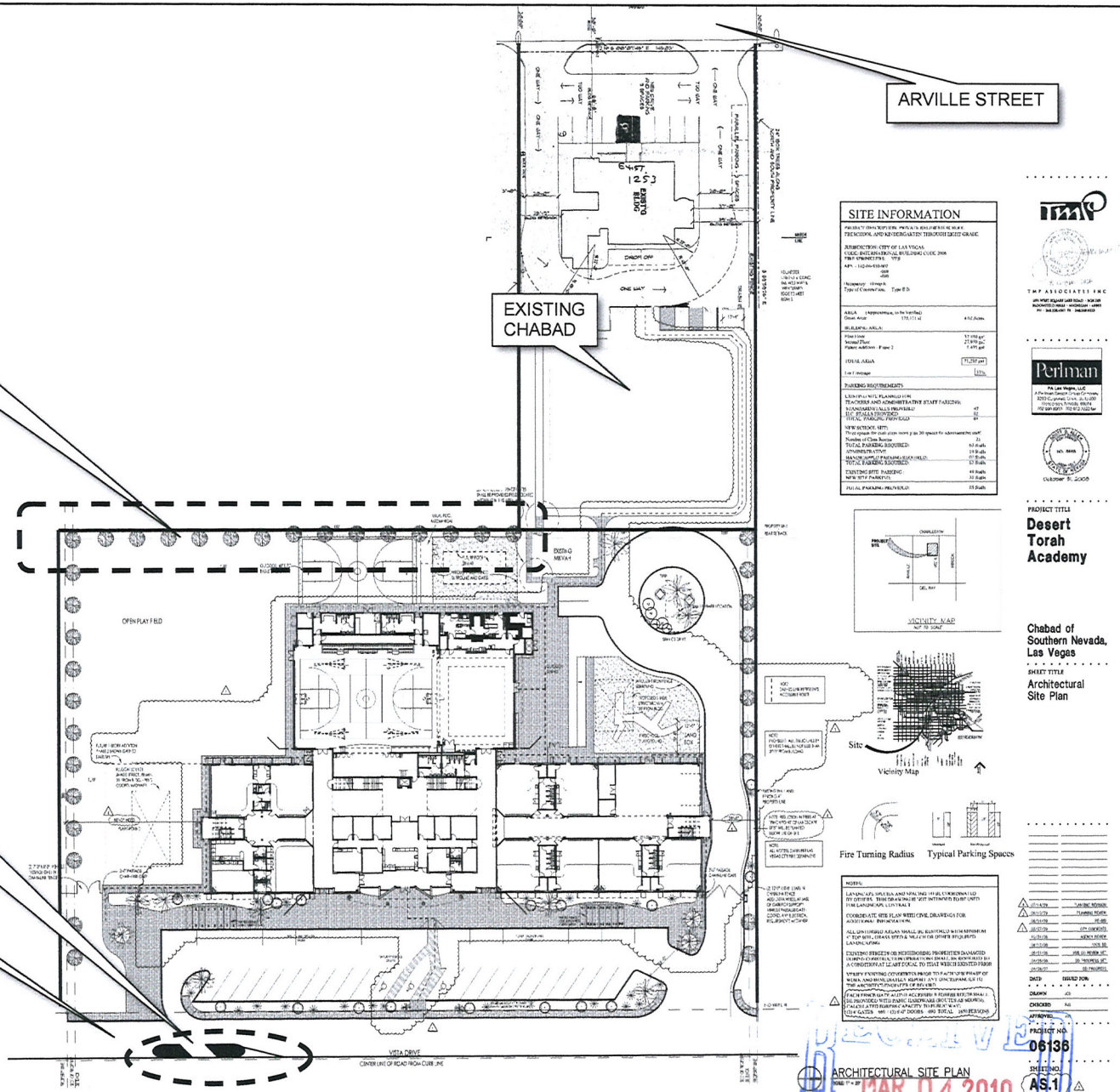
NO. 1123
FILED AT THE REQUEST OF:
CHABAD OF SOUTHERN NEVADA
DATE: 9-15-09 AT 11:13
BOOK 142 PAGE: 10
OF PLAT
OFFICIAL RECORDS BOOK NO.
20090813
CLARK COUNTY, NEVADA RECORDS
DEBBIE CONWAY - RECORDER
FEE: $34 DEPUTY BAT

BOOK 142 PAGE 10

MAJOR PLAN AMENDMENT
Removal of Proposed Trees along West Property Line within a 10' Wide Public Utility & Cross Access Drainage Easement, furthermore General Commercial Adjacent to the west along Arville Street

REVIEW OF CONDITION
Request to Remove Proposed Median Island in Vista Drive

VISTA DRIVE



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MAR 04 2010

ROC-37581

ROC-37581 – APPLICANT/OWNER: CHABAD OF SOUTHERN NEVADA, INC.
1312 VISTA DRIVE AND 1261 ARVILLE STREET

03/18/10

ROC-37581 – APPLICANT/OWNER: CHABAD OF SOUTHERN NEVADA, INC.
1312 VISTA DRIVE AND 1261 ARVILLE STREET

03/18/10

ROC-37581 – APPLICANT/OWNER: CHABAD OF SOUTHERN NEVADA, INC.
1312 VISTA DRIVE AND 1261 ARVILLE STREET

03/18/10

ROC-37581 – APPLICANT/OWNER: CHABAD OF SOUTHERN NEVADA, INC.
1312 VISTA DRIVE AND 1261 ARVILLE STREET

03/18/10

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER

February 15, 2008

Rabbi Shea Harlig
Chabad Southern Nevada Inc.
1261 South Arville Street
Las Vegas, Nevada 89102

RE: SDR-18342 – SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF JANUARY 9, 2008

Dear Rabbi Harlig:

The City Council at a regular meeting held January 9, 2008 APPROVED the request for Site Development Plan Review FOR A PROPOSED 84,276 SQUARE FOOT, 44-FOOT TALL PRIVATE SCHOOL AND A WAIVER OF THE PERIMETER LANDSCAPE BUFFER REQUIREMENTS TO ALLOW NO LANDSCAPING ALONG THE NORTH AND EAST PROPERTY LINES AND ALONG PORTIONS OF THE SOUTH AND WEST PROPERTY LINES WHERE A MINIMUM EIGHT FOOT WIDE BUFFER IS REQUIRED on 4.01 acres adjacent to the west side of Vista Drive, approximately 530 feet south of Charleston Boulevard (APNs 162-06-510-007, 008, 009, and 017), R-E (Residence Estates) and P-R (Professional Office and Parking) Zones. NOTE: THIS APPLICATION HAS BEEN AMENDED TO 77,881 SQUARE FOOT, 35-FOOT HIGH PRIVATE SCHOOL WITH NO LANDSCAPE WAIVERS REQUESTED. The Notice of Final Action was filed with the Las Vegas City Clerk on January 10, 2008. This approval is subject to:

Added Conditions

A. There shall be a maximum enrollment of 250 students, including the daycare.

B. The school shall submit a drop-off/pick-up plan to the City Traffic Engineer and receive approval of this plan prior to the submittal of civil improvement drawings or the issuance of any permits, whichever may occur first. The plan shall include proposed enforcement mechanisms to ensure compliance and adequate implementation of the plan.

C. There shall be no right turn on Vista Drive south bound from school drive exit.

D. Diverters shall be placed in street in front of school to prevent southbound traffic from school on Vista Drive.

E. There shall be a right turn only north bound on Vista Drive on to West Charleston Boulevard.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

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MAR 04 2010
ROC-37581

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 LVMC Title 19.12.040.

10. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaries. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.

11. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

12. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

13. Coordinate with the City Surveyor to determine whether a Reversionary Map or other map is necessary; comply with the recommendations of the City Surveyor.

14. Construct all incomplete half-street improvements, including transition paving, on Vista 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. Extend all required underground utilities, such as electrical, telephone, etc., located within public rights-of-way, past the boundaries of this site prior to construction of hard surfacing (asphalt or concrete).

15. 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.

16. Submit an application to the Land Development section of the Department of Public Works for a deviation from Standard Drawing #222a for all of the driveways accessing this site from Vista Drive and Arville Street. Pan driveways are acceptable on Arville Street.

17. Unless otherwise allowed by the City Engineer, construct sidewalk 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 on-site roadway network and shall be terminated on-site with a handicap ramp.

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construction of neighborhood or local drainage improvements, the amount of such monies shall be determined by the approved Drainage Plan/Study and shall be contributed prior to the issuance of any building or grading permits, or the recordation of a Map subdividing this site, whichever may occur first, if allowed by the City Engineer.

Sincerely,

Lean Coleman
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

M. Margo Wheeler, AICP
Director
Planning and Development Department

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Ms. Sue Gray
Perlman Design Group
2230 Corporate Circle, Suite #200
Henderson, Nevada 89074

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City of Las Vegas Agenda Item No.: **89.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: JANUARY 9, 2008

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SITE DEVELOPMENT PLAN REVIEW

SDR-18342 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: CHABAD SOUTHERN NEVADA, INC. - Request for a Site Development Plan Review FOR A PROPOSED 84,276 SQUARE FOOT, 44-FOOT TALL PRIVATE SCHOOL AND A WAIVER OF THE PERIMETER LANDSCAPE BUFFER REQUIREMENTS TO ALLOW NO LANDSCAPING ALONG THE NORTH AND EAST PROPERTY LINES AND ALONG PORTIONS OF THE SOUTH AND WEST PROPERTY LINES WHERE A MINIMUM EIGHT FOOT WIDE BUFFER IS REQUIRED on 4.01 acres adjacent to the west side of Vista Drive, approximately 530 feet south of Charleston Boulevard (APNs 162-06-510-007, 008, 009, and 017), R-E (Residence Estates) and P-R (Professional Office and Parking) Zones, Ward 1 (Tarkanian) NOTE: THIS APPLICATION HAS BEEN AMENDED TO 77,881 SQUARE FOOT, 35-FOOT HIGH PRIVATE SCHOOL WITH NO LANDSCAPE WAIVERS REQUESTED. The Planning Commission (6-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**7**
City Council Meeting	**22**	**City Council Meeting**	**2**

RECOMMENDATION:
The Planning Commission (6-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Submitted after final agenda – Protest petition with one neutral
7. Submitted after meeting – Recordation notice of Council action and conditions of approval
8. Backup referenced from the 11-08-07 Planning Commission Meeting Item 17

Motion made by LOIS TARKANIAN to Approve subject to conditions and adding the following conditions as read for the record:

A. There shall be a maximum enrollment of 250 students, including the daycare.
B. The school shall submit a drop-off/pick-up plan to the City Traffic Engineer and receive approval of this plan prior to the submittal of civil improvement drawings or the issuance of any

permits, whichever may occur first. The plan shall include proposed enforcement mechanisms to ensure compliance and adequate implementation of the plan.
D. There shall be no right turn on Vista Drive south bound from school drive exit.
E. Diverters shall be placed in street in front of school to prevent southbound traffic from school on Vista Drive.
F. There shall be a right turn only north bound on Vista Drive on to West Charleston Boulevard.
G. There shall be a right turn only on Del Rey Avenue for south bound traffic on Vista Drive from West Charleston Boulevard to Del Rey Avenue.
H. School zone signs on Vista Drive shall be at 15 mph.
I. School crosswalk shall be striped.
J. There shall be no parking on the east or west side of Vista Drive from West Charleston Boulevard to Del Rey Avenue.
K. Resident parking permits will be provided.
L. A new traffic study shall be conducted six (6) months after opening of new facility.

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0
RICKI Y. BARLOW, LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

NOTE: MAYOR GOODMAN disclosed that he has attended the temple and made contributions on days when he memorialized the passing of his mother and father, but he is not a member of the temple. DEPUTY CITY ATTORNEY JIM LEWIS advised that this does not preclude him from voting.

Minutes:
COUNCILMAN REESE declared the Public Hearing open.

ATTORNEY JAY BROWN, 520 South 4th Street, appeared with RABBI SHEA HARLIG and HOWARD PEARLMAN, Architect, and asked for approval.

PAT MULHALL, 4021 Mountain View Boulevard, President of the Artesian Heights Neighborhood Association, stated this is a low density rural neighborhood and many long time residents have appeared before the City Council in the past to continue to preserve this rural area in the heart of the city. The proposed school is not compatible with this neighborhood, as it will be placed on three adjacent lots near the center of the block. Homes will be torn down in order to squeeze in this large school. The applicant was invited to attend the homeowners association meetings where options were suggested, but a consensus was never reached. Recently the residents met with COUNCILWOMAN TARKANIAN to review a proposed traffic plan that could minimize the traffic impact through the neighborhood. After much review and discussion, the residents accepted the plan. However, a few residents still feel that the traffic generated by the school would add to the existing traffic congestion. He hopes that the applicant will join in helping preserve this unique neighborhood.

TED RUSSELL, Las Vegas resident, commended the architect on the design and expressed his support of the project.

IRIS SALLEY, 1473 Teddington Court, indicated she moved into this area to be near the school. She opined that schools belong within the neighborhoods regardless of whether they are public or private or where somebody lives. The kids belong here and not in some industrial or commercial area. Schools are part of communities and her son is comfortable attending a nearby school. The traffic exists whether or not the school will exist; it will probably change depending on the direction the traffic will be going.

ATTORNEY BROWN noted that the residents have been terrific as this has been a difficult issue. They have been accessible, as well as City staff, especially COUNCILWOMAN TARKANIAN. He pointed out there are no waiver requests and the building has been redesigned.

COUNCILWOMAN TARKANIAN greatly appreciated the efforts on both sides. The concern from the residents was not the school but its size; it is larger than the Meadows School. But in speaking with the representatives about the issue, they redesigned it and no waivers are required. She believes the school can be a great asset to the community and she feels good about them coming together. Her biggest concern is the traffic in the area.

COUNCILWOMAN TARKANIAN was pleased that the concerns expressed by the residents would be included as additional conditions, which BART ANDERSON, Public Works Department, read into the record. ATTORNEY BROWN accepted the conditions and asked if a cap on the amount of children would be included. The Councilwoman requested an additional condition for a maximum enrollment of 250 students, including the daycare.

COUNCILWOMAN TARKANIAN acknowledged the feelings of the citizens and every effort was made to work together. She understands the Rabbi's passion and what he is trying to do and appreciates him working with staff. She knows that a great thing can come from this and any bitterness will be left behind.

MAYOR GOODMAN declared the Public Hearing closed.

WJR
Consulting Services, LLC
Land Acquisition & Development Services

January 20, 2010

City of Las Vegas Planning Department
731 S. 4th Street
Las Vegas, NV 89101
Ph: (702) 229-6301

RE: DESERT TORAH ACADEMY (SDR-18342) MAJOR PLAN AMENDMENT / REVIEW OF CONDITION

Gentlemen:

MAJOR PLAN AMENDMENTS

The sole purpose for this request is to allow for the Removal of the Proposed Trees along the west Property Line as the property directly to the west along Arville Street is General Commercial so we feel that the need for Trees / Buffering along the West Property Line is not justified being that that there is no impact to existing commercial. Furthermore there is a 10' Cross-Access Drainage and Utility Easement so having Trees located under existing Overhead Power, Telephone and CATV will create a maintenance issue in the future. Lastly having Trees within the Cross-Access Drainage Easement can restrict the existing drainage from the west, east through the site as proposed on the Approved Grading and Drainage Plan.

REVIEW OF CONDITION

The sole purpose for this request would allow for the Removal of the Proposed Median in Vista Drive as it creates a cross-access conflict to the existing residential on the east side of Vista Drive, furthermore being that the Proposed Median creates a narrowing effect for southbound traffic on Vista Drive thus raising the concern that vehicles traveling south on Vista Dive, if they don't see the Proposed Median or veer to the right / west may or could strike a pedestrian or child who may be present on along the west sidewalk within the right-of-way. We feel that the Proposed Median creates a safety concern.

We respectfully request your approval of our requests as noted herein. If you have any questions please feel free to contact me at (702) 418-4721

Sincerely,

Bill Roberts

WJR Consulting Services, LLC

339 Hollins Hall Street, Las Vegas, NV 89145,, Phone: (702) 418-4721
Email: billykingmanaz@yahoo.com

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City of Las Vegas Agenda Item No.: **56.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JUNE 2, 2010

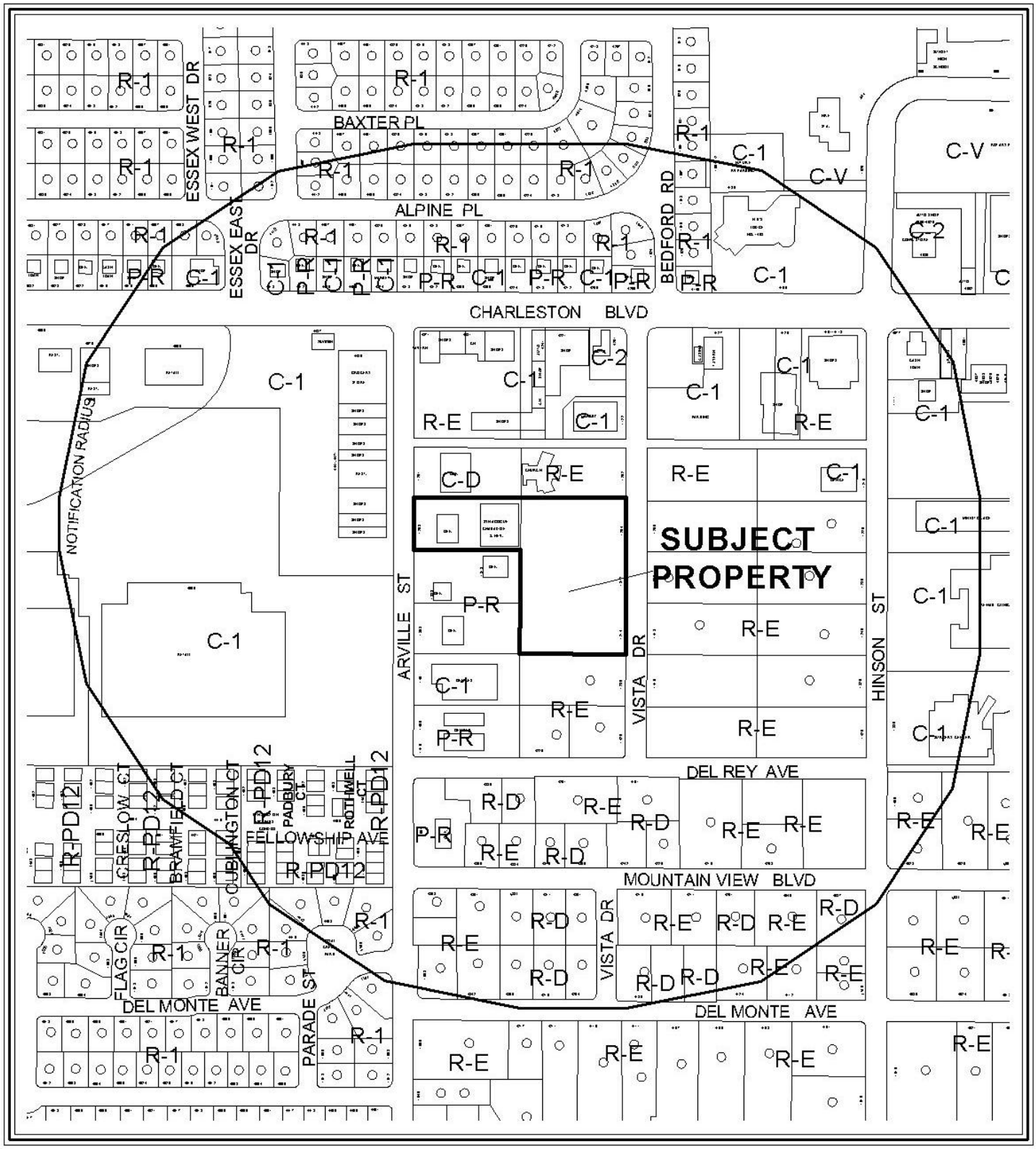
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-37276 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: CHABAD OF SOUTHERN NEVADA, INC. - Request for a Variance to ALLOW A TEN-FOOT REAR YARD SETBACK WHERE 35 FEET IS REQUIRED on 4.04 acres at 1312 Vista Drive and 1261 Arville Street (APNs 162-06-501-004 and 162-06-510-017), P-R (Professional Office and Parking) and R-E (Residential Estates) Zones, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**4**	**Planning Commission Mtg.**	**11**
City Council Meeting	**0**	**City Council Meeting**	**0**

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-37276, VAR-37277 and SDR-36050
3. Supporting Documentation
4. Photos - VAR-37276, VAR-37277 and SDR-36050
5. Justification Letter
6. Backup referenced from the April 22, 2010 Planning Commission Meeting Items VAR-37276 and VAR-37277



0 300 600 Feet

CASE: **VAR-37276**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

N

0 300 600 Feet

CASE: **VAR-37276**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JUNE 2, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: CHABAD SOUTHERN NEVADA, INC.

** STAFF RECOMMENDATION(S) **

Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL, subject to conditions:

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
VAR-37276	Staff recommends DENIAL, if approved subject to conditions:	VAR-37277 SDR-36050
VAR-37277	Staff recommends DENIAL, if approved subject to conditions:	VAR-37276 SDR-36050
SDR-36050	Staff recommends DENIAL, if approved subject to conditions:	VAR-37276 VAR-37277

SG

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JUNE 2, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: CHABAD SOUTHERN NEVADA, INC.

**** CONDITIONS ****

VAR-37276 CONDITIONS

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Variance (VAR-37277) and Site Development Plan Review (SDR-36050) shall be required.

2. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

VAR-37277 CONDITIONS

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Variance (VAR-37276) and Site Development Plan Review (SDR-36050) shall be required.

2. This approval shall be void one year from the date of final approval, unless a building permit has been issued for the temporary classroom. 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.

SDR-36050 CONDITIONS

Planning and Development

1. The structure shall be removed within 30 days of issuance of a certificate of occupancy for the permanent school facility.

2. Approval of and conformance to the Conditions of Approval for Variances (VAR-37276 and VAR-37277) shall be required.

3. All development shall be in conformance with the partial site plan, date stamped 03/18/10, overall site plan date stamped 01/26/10 and building elevations, date stamped 09/16/09, except as amended by conditions herein.

4. This approval shall be reviewed administratively in six months, if the structure is still present, at which time the City Council may require the classroom facility to be removed. The applicant shall be responsible for notification costs for the review. Failure to pay the City for these costs may result in a requirement that the structure be removed.

5. A Waiver from Title 19.12.050 is hereby approved, to allow a zero-foot landscape buffer along a portion of the west perimeter where eight feet is 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. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

8. 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.

9. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

10. 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.

11. 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.

12. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing final grade elevations and drainage patterns for this site prior to submittal of construction plans or the issuance of any building or grading permits, whichever may occur first. Provide and improve all drainageways as recommended.

13. Site development to comply with all applicable conditions of approval for Site Development Plan Review SDR-18342 and all other applicable, subsequent site-related actions.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request to convert a temporary construction trailer into classroom space at a primary school located at 1312 Vista Drive and 1261 Arville Street. The existing modular building was permitted and installed for use as a construction trailer, but has since been used to provide three classrooms for the existing school on Arville Street until the new school on Vista Drive opens. The new school is projected to open in August of 2010. Staff cannot support the requests as the structure does not meet the minimum rear yard setback requirement, and adequate parking has not been provided for the proposed use. No evidence of unique or extraordinary circumstances has been presented pursuant to Title 19.18.070 that would substantiate the requested variances. If denied, the structure may only be used as a temporary construction trailer.

ISSUES

- A temporary construction trailer may be permitted in conjunction with an approved development. As a temporary construction trailer, there is no additional parking requirement, nor is it subject to the setback requirements that other uses are.
- The structure is located 10 feet from the rear property line. A Variance (VAR-37276) is required as the required rear yard setback is 35 feet.
- There is not adequate parking provided at the site for the structure. A Variance (VAR-37277) is required to allow 21 spaces where 25 spaces are required.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
06/22/78	The Board of Zoning Adjustment approved a request for a Variance (V-0049-78) to allow a 5-foot high wrought iron fence in the front yard setback area at 1254 Vista Drive.
10/24/85	The Board of Zoning Adjustment denied a request for a Variance (V-0100-85) to allow a proposed Commercial Child Care facility at 1254 Vista Drive.
10/24/91	The Board of Zoning Adjustment approved a request for a Special Use Permit (U-0256-91) to allow a proposed Synagogue with a Child Care use at 1254 Vista Drive.
08/17/94	The City Council approved a Rezoning (Z-0057-94) from R-E (Residence Estates) to P-R (Professional Office and Parking) at 1253 Arville Street. The Planning Commission recommended approved the request.
07/25/95	The Board of Zoning Adjustment approved a request for a Plot Plan and Elevation Review [U-0085-95(1)] for a proposed 7,700 square-foot two story off-site church related school at 1253 Arville Street.

03/26/98	The Planning Commission struck a request from the agenda for a Site Development Plan Review [Z-57-94(1)] for a proposed 11,959 square foot synagogue at 1261 Arville Street. This item was replaced with a Variance (V-0013-98) at the Planning Commission's discretion.
04/14/98	The Board of Zoning Adjustment approved a request for a Variance (V-0013-98) to allow a 10-foot rear yard setback where 15 feet is required; and an 11,959 square-foot building where 10,000 square feet is the maximum allowed on property located at 1261 Arville Street. NOTE: This application replaced Z-57-94(1).
08/15/01	The City Council denied a request for a Special Use Permit and a Site Development Plan Review (U-0065-01) which includes a reduction in the amount of required perimeter and parking lot landscaping for a proposed 4,893 square-foot church complex located at 1214 Vista Drive. The Planning Commission also recommended denial of the request.
08/09/07	The Planning Commission tabled a request for a Variance (VAR-22086) to allow a 23-foot setback where residential adjacency standards require an 87-foot setback and to allow a 44-foot building height where a 35-foot building height is the maximum allowed for a proposed 84,276 square-foot private school adjacent to the west side of Vista Drive, approximately 530 feet south of Charleston Boulevard.
01/09/08	The City Council approved a request for a Site Development Plan Review (SDR-18342) for a proposed 77,881 square-foot, 35-foot high Private School adjacent to the west side of Vista Drive, approximately 530 feet south of Charleston Boulevard. The Planning Commission and Staff recommended approval of the request.
04/22/10	The Planning Commission (5-0 vote) recommended APPROVAL of companion items VAR-37276, VAR-37277, SDR-36050, VAR-37627 and SDR-37569 concurrently (PC Agenda Item 33-37/sg).
Related Building Permits/Business Licenses	
06/30/09	A Building Demolition Dust Control permit (#142464) was issued for three detached structures at 1312 Vista Drive. The building permit was finalized on 07/31/09
07/15/09	A Building Permit (#143557) was issued for a Construction Trailer at 1312 Vista Drive. The building permit was finalized on 08/28/09
07/24/09	A Building Permit (#143882) was issued for Sprinklers for a Temporary Construction Trailer at 1312 Vista Drive. The building permit was finalized on 08/28/09
08/21/09	A Building Permit (#146017) was issued for early grading at 1312 Vista Drive. The building permit has not received a final inspection.

09/18/09	A Building Permit (#128454) was issued for a Private School at 1312 Vista Drive. The building permit has not received a final inspection.
	A Building Permit (#128456) was issued for On-Site Improvements and Hardscapes at 1312 Vista Drive. The building permit has not received a final inspection.
	A Building Permit (#128457) was issued for a Trash Enclosure at 1312 Vista Drive. The building permit has not received a final inspection.

Pre-Application Meeting	
09/04/09	A pre-application meeting was held to review submittal requirements for a Site Development Plan Review to add a temporary classroom building to the subject site. • A Variance is required for rear yard setback to allow 10 feet where 35 feet is required. • A Variance is required for parking to allow 21 spaces where 25 are required.
Neighborhood Meeting	
A neighborhood meeting was neither required nor held for this request.	
Field Check	
03/24/10	A field check was conducted by staff. The site is under construction for a private school previously approved via SDR-18342.

Details of Application Request	
Site Area	
Net Acres	4.04

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Private School (per SDR-18342) – Under Construction	R (Rural Density Residential)	R-E (Residence Estates)
North	Church	R (Rural Density Residential)	R-E (Residence Estates)
South	Single-Family Residence	R (Rural Density Residential)	R-E (Residence Estates)
East	Undeveloped	R (Rural Density Residential)	R-E (Residence Estates)
	Single-Family Residence	R (Rural Density Residential)	R-E (Residence Estates)
	Single-Family Residence	R (Rural Density Residential)	R-E (Residence Estates)

West	Synagogue	SC (Service Commercial)	P-R (Professional Office and Parking)
	Office	SC (Service Commercial)	P-R (Professional Office and Parking)
	Office	SC (Service Commercial)	P-R (Professional Office and Parking)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan		X	NA
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O Airport Overlay District (175 & 200 Feet)	X		Y
Trails		X	NA
Rural Preservation Overlay District	X		Y
Development Impact Notification Assessment		X	NA
Project of Regional Significance		X	NA

DEVELOPMENT STANDARDS

Per Title 19.08, the following standards apply:

Standard	***Required/Allowed***	***Provided***	***Compliance***
Min. Lot Size	20,000 SF		Y
Min. Lot Width	100 Feet		Y
Min. Setbacks • Side • Rear	 10 Feet 35 Feet	 160 Feet 10 Feet	 Y N
Max. Building Height	Lesser of 2 Stories or 35 Feet	1 Story	Y or N

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	
Church / House of Worship (Existing)	As approved by Special Use Permit (U-0256-91)		16		21		Y

SG

School, Primary	3 Classrooms	3 Spaces per classroom	9		Zero		N
TOTAL SPACES REQUIRED			25		21		N
TOTAL (With Handicapped)			24	1	20	1	N
Percent Deviation			4%				

Waivers		
Requirement	**Request**	**Staff Recommendation**
Eight-foot landscape buffer along interior perimeters	A zero-foot buffer along a portion of the west perimeter	Denial

ANALYSIS

This is a request to convert a temporary construction trailer into classroom space at a primary school located at 1312 Vista Drive and 1261 Arville Street. The existing modular building was permitted and installed for use as a construction trailer, but has since been used to provide three classrooms for the existing school on Arville Street until the new school on Vista Drive opens. The new school is projected to open in August of 2010.

The structure was permitted as a temporary construction trailer in conjunction with the approved development of the new school. As a temporary construction trailer, there is no additional parking requirement, nor is it subject to the setback requirements that other uses are. The use of the structure as a classroom facility does have an additional parking requirement of three spaces per classroom, and is required to meet all setback requirements of Title 19.08. Parking for the classrooms is to be provided on the existing school site on Arville Street, but is not adequate to meet Title 19 requirements. In addition, the structure was located 10 feet from the rear yard of the property. In the R-E (Residence Estates) zoning district, a rear yard setback of 35 feet is required. Therefore, approval of two variances is required to approve the requested Site Development Plan Review. Staff cannot support the requests as the structure does not meet minimum Title 19 requirements, and no evidence of unique or extraordinary circumstances has been presented pursuant to Title 19.18.070 that would substantiate the requested variances. If denied, the structure may only be used as a temporary construction trailer.

FINDINGS (VAR-37276)

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 locating a structure within a required setback area. Alternative site design would allow conformance to the Title 19 requirements. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

FINDINGS (VAR-37277)

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 adding classroom space to a site without providing adequate parking. Alternative site design would allow conformance to the Title 19 requirements. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

FINDINGS (SDR-36050)

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 not compatible with adjacent development in the area as it fails to meet minimum setbacks and parking requirements.

2. **The proposed development is consistent with the General Plan, this Title, the Design Standards Manual, the Landscape, Wall and Buffer Standards, and other duly-adopted city plans, policies and standards;**

   The proposed development is not consistent with Title 19, as is evidenced by the need for variances for rear yard setback and parking.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   The classroom facility is accessed via the existing school site on Arville Street, a 60-foot right-of-way. Site access and circulation do not negatively impact the adjacent roadways or neighborhood traffic.

4. **Building and landscape materials are appropriate for the area and for the City;**

   Building materials are not appropriate as the structure is a modular building with painted wooden siding. The materials and color of the structure do not match the existing adjacent structures. The applicant is requesting a Waiver to allow no landscape buffer along the portion of the west perimeter where the structure is located; the lack of the required landscape buffer is not appropriate for the area or the City.

5. **Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;**

   The building elevations are neither desirable nor compatible with development in the area as they do not match the adjacent structures in either color or materials.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   The proposed development is subject to permit review and inspection; therefore, appropriate measures will be taken to protect the health, safety and general welfare.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 21

NOTICES MAILED 234 (By City Clerk)

APPROVALS 11

PROTESTS 4

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAR-37276** APN: 162-06-510-017/501-004

Name of Property Owner: CHABAD OF SOUTHERN NEVADA

Name of Applicant: CHABAD OF SOUTHERN NEVADA

Name of Representative: BILL ROBERTS

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: Yehoshua Harlig

Subscribed and sworn before me

This 9 day of December, 2009

_____

Notary Public in and for said County and State

Notary Public - State of Nevada
County of Clark
PATRICIA RAMSTETTER
My Appointment Expires
May 17, 2012

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: SETBACK VARIANCE

Project Address (Location) 1254 VISTA DRIVE / 1261 ARVILLE ST.

Project Name DESERT TORAH ACADEMY **Proposed Use** TEMP. TRAILER

Assessor's Parcel #(s) 162-06-510-017 / 501-004 **Ward #** 1

General Plan: existing SC & R proposed – **Zoning:** existing P-R & R-E proposed –

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 4.0 AC. **Lots/Units** N/A **Density** N/A

Additional Information _____

PROPERTY OWNER CHABAD OF NEVADA **Contact** BILL ROBERTS
Address 1261 ARVILLE STREET **Phone:** 259-0770 **Fax:** 877-4700
City LAS VEGAS **State** NV. **Zip** 89102
E-mail Address CHABADLV@AOL.COM

APPLICANT CHABAD OF NEVADA **Contact** BILL ROBERTS
Address 1261 ARVILLE STREET **Phone:** 259-0770 **Fax:** 877-4700
City LAS VEGAS **State** NV. **Zip** 89102
E-mail Address CHABAD LV @ AOL.COM

REPRESENTATIVE BILL ROBERTS **Contact** SAME
Address 1871 HOLLYWELL STREET **Phone:** 336-9886 **Fax:** 877-4700
City LAS VEGAS **State** NV. **Zip** 89135
E-mail Address BILLYKINGMANAZ@YAHOO.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 Yehoshua Hartig

Subscribed and sworn before me

This 9th day of December, 2009.

_____

Notary Public in and for said County and State

Notary Public - State of Nevada
County of Clark
PATRICIA RAMSTETTER
My Appointment Expires
May 17, 2012
No: 96-2718-1

FOR DEPARTMENT USE ONLY

Case #	VAR 37276
Meeting Date:	3.11.10 03/25/10
Total Fee:	$830.–
Date Received:*	1.26.10
Received By:	HA

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

PARKING VARIANCE

EXISTING CHABAD
Parking Required = 16
Parking Provided = 21

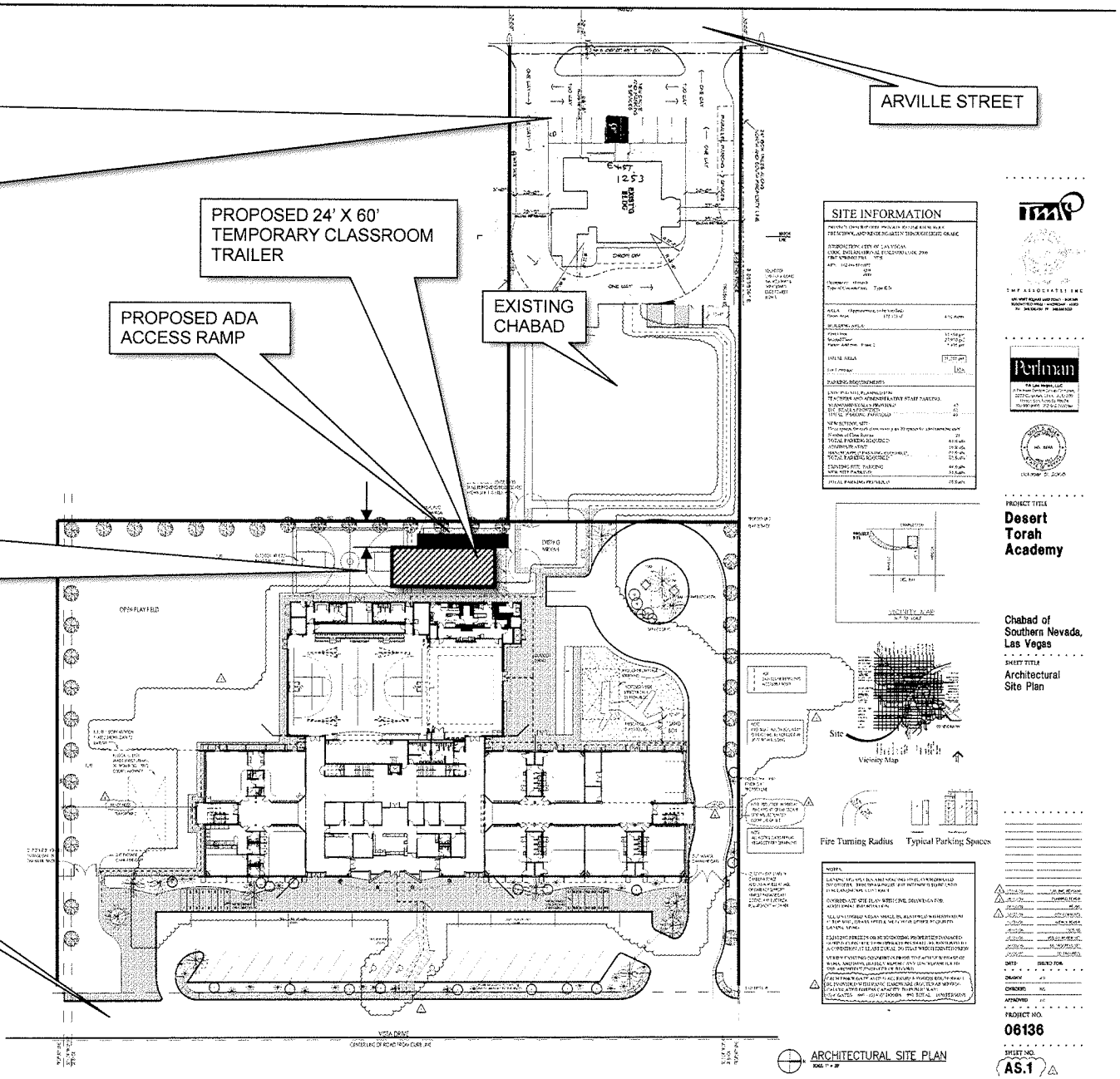
TEMP. CLASSROOM TRAILER
Parking Required = 9
Parking Provided = 5

Requested Parking Variance for Temporary Classroom Trailer for 5 Parking Spaces provided where 9 are required.

Overall, there will be 21 Parking Spaces provided where 25 Parking Spaces are required.

SETBACK VARIANCE

Allow 10' Setback from West P/L to Temporary Classroom Trailer where 15' is required to allow for future underground water, sewer, and electrical lines between the Temporary Classroom Trailer and The New Desert Torah Academy.



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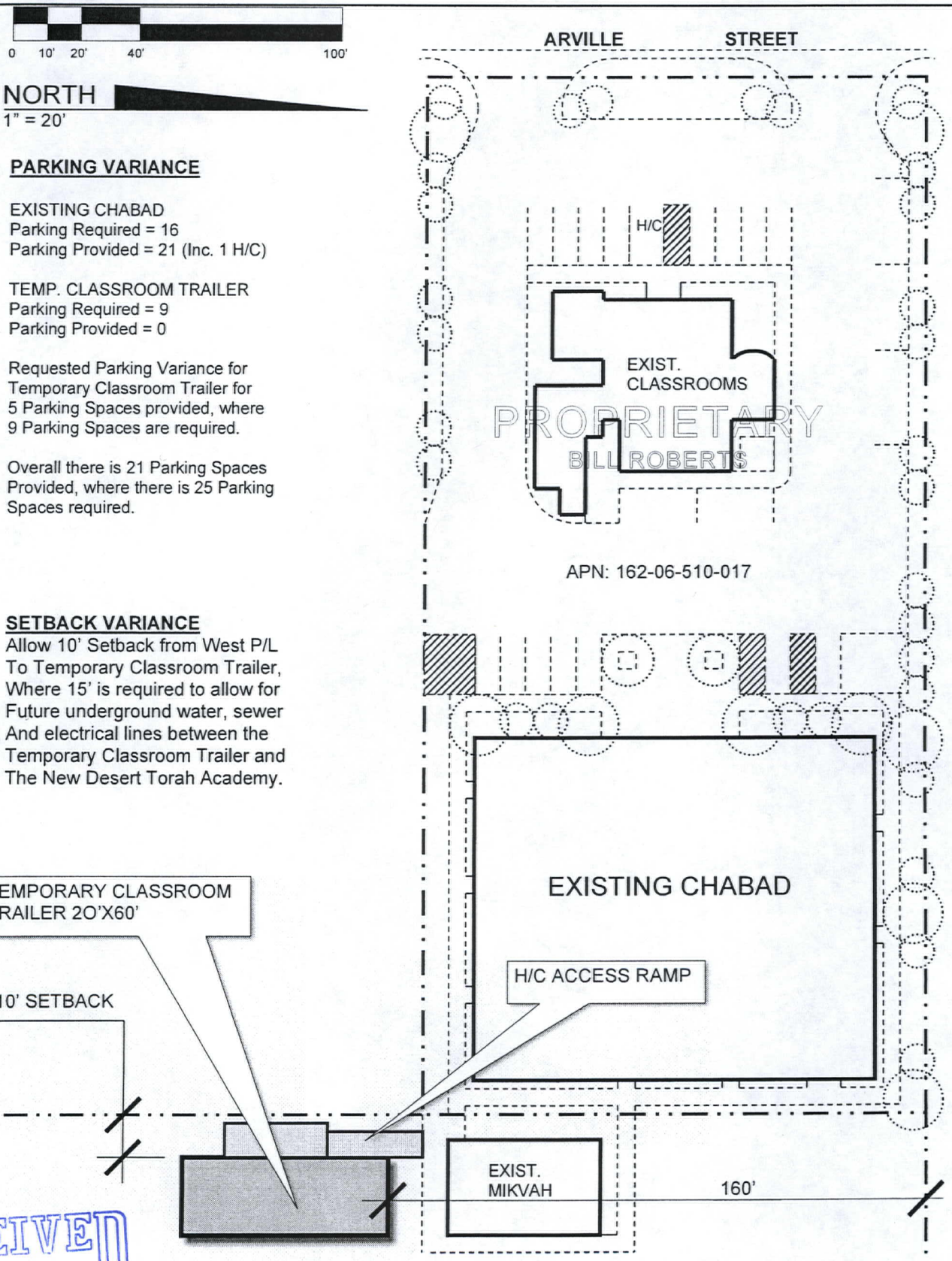
JAN 26 2010

VAR-37276
03/25/10 PC



PARKING VARIANCE

EXISTING CHABAD
Parking Required = 16
Parking Provided = 21 (Inc. 1 H/C)

TEMP. CLASSROOM TRAILER
Parking Required = 9
Parking Provided = 0

Requested Parking Variance for Temporary Classroom Trailer for 5 Parking Spaces provided, where 9 Parking Spaces are required.

Overall there is 21 Parking Spaces Provided, where there is 25 Parking Spaces required.

SETBACK VARIANCE

Allow 10' Setback from West P/L To Temporary Classroom Trailer, Where 15' is required to allow for Future underground water, sewer And electrical lines between the Temporary Classroom Trailer and The New Desert Torah Academy.

RECEIVED
MAR 18 2010

NEW DESERT TORAH ACADEMY
APN: 162-06-501-004

CONCEPTUAL SITE PLAN

Prepared By: Bill Roberts
Ph: (702) 418-4721

VAR-37276
REVISED

EAST ELEVATION

AREA EAST OF TEMP. CLASSROOM TRAILER IS WHERE PROPOSED ELEC., WATER & SEWER LINES TO BE CONSTRUCTED

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VAR-37276
03/25/10 PC

WEST ELEVATION

WITH ADA ACCESS RAMP AS REQUIRED

RECEIVED
JAN 26 2010

VAR-37276
03/25/10 PC

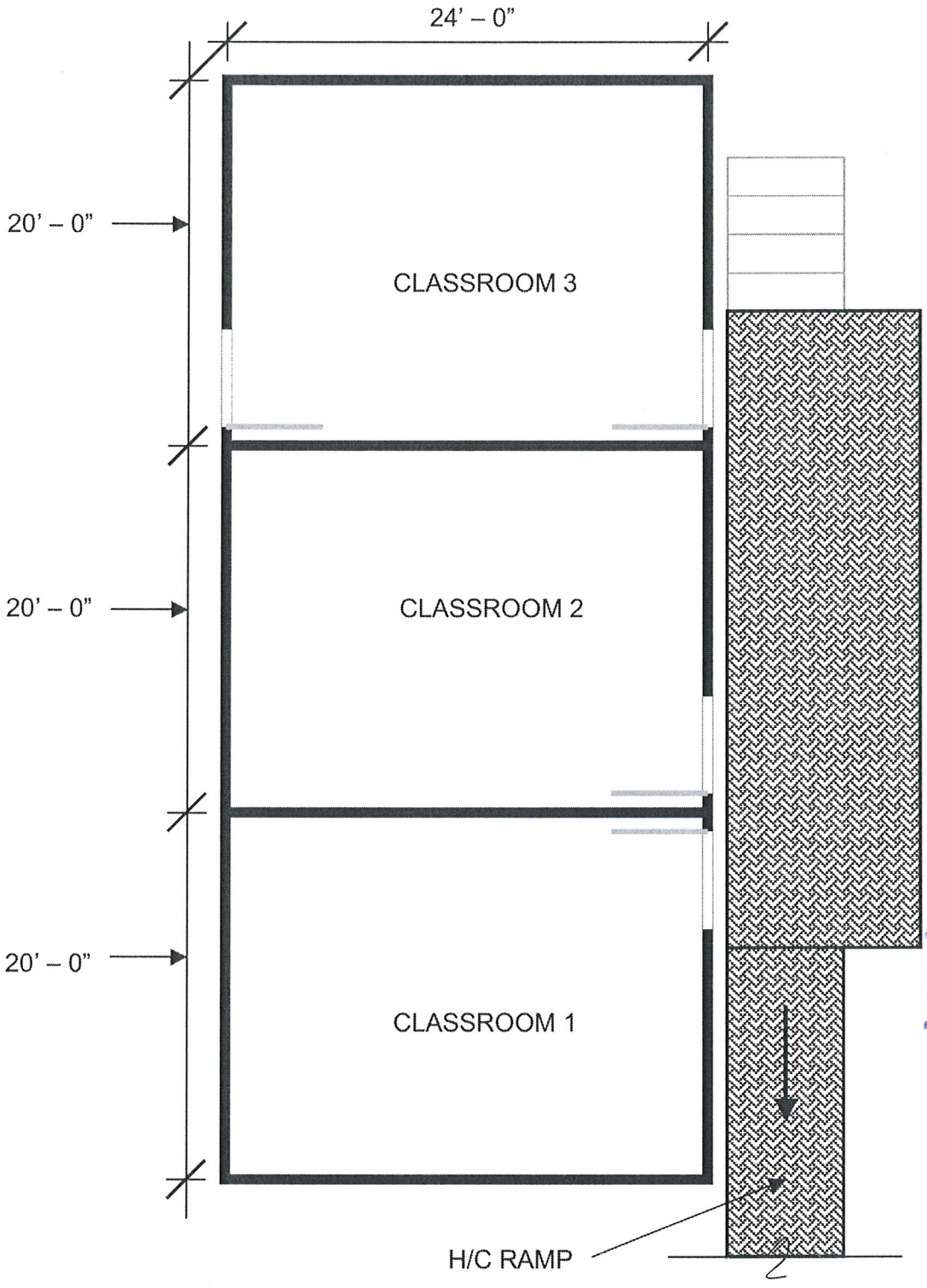
SOUTH ELEVATION

WITH ADA ACCESS AS REQUIRED @ WEST

RECEIVED
JAN 2[illegible]10

RECEIVED
JAN 26 2010

VAR-37276
03/25/10 PC



RECEIVED
JAN 26 2010

CHABAD OF SOUTHERN NEVADA – Temporary Classroom Trailer
Prepared By: WJR Consulting Services, LLC – Bill Roberts
9/10/2009

VAR-37276
03/25/10 PC

VAR-37276, VAR-37277 AND SDR-36050 – APPLICANT/OWNER: CHABAD OF SOUTHERN NEVADA, INC.
1312 VISTA DRIVE AND 1261 ARVILLE STREET

03/18/10

VAR-37276, VAR-37277 AND SDR-36050 – APPLICANT/OWNER: CHABAD OF SOUTHERN NEVADA, INC.
1312 VISTA DRIVE AND 1261 ARVILLE STREET

03/18/10

VAR-37276, VAR-37277 AND SDR-36050 – APPLICANT/OWNER: CHABAD OF SOUTHERN NEVADA, INC.
1312 VISTA DRIVE AND 1261 ARVILLE STREET

03/18/10

VAR-37276, VAR-37277 AND SDR-36050 – APPLICANT/OWNER: CHABAD OF SOUTHERN NEVADA, INC.
1312 VISTA DRIVE AND 1261 ARVILLE STREET

03/18/10

WJR
Consulting Services, LLC
Land Acquisition & Development Services

December 9, 2009

City of Las Vegas Planning Department
731 S. 4th Street
Las Vegas, NV 89101
Ph: (702) 229-6301

RE: DESERT TORAH ACADEMY (SDR-18342) SITE DEVELOPMENT REVIEW, VARIENCES

Gentlemen:

SITE DEVELOPMENT REVIEW UPDATE
The sole purpose for this request is to allow for a Temporary Classroom Trailer (24'x60') 12 months +/- during the construction phase for the New Desert Torah Academy at 1254 Vista Drive. Once the New Desert Torah Academy is open in August 2010, the Temporary Classroom Trailer will be removed from the site to make way for a Future Pool Facility as shown in the original SDR-18342. The Temporary Classroom Trailer will have the required ADA Access, Fire Sprinkler / Alarm System, per the City of Las Vegas Fire Department.

VARIANCES

VARIANCE 1
The Proposed Location of the Temporary Classroom Trailer is located 10' off of the west property line where 15' is required. The sole purpose for this request is to allow adequate separation from the east side of the Temporary Classroom Trailer and the west side of the New Gymnasium / Desert Torah Academy as there will be Future on-site Water, Sewer and NV Energy Lines in this area and if the Proposed Temporary Classroom Trailer was placed 15' off of the west property line as required would create a conflict and not allow for the required horizontal separation thus making the installation of said utility lines impossible.

VARIANCE 2
The parking spaces for the existing Chabad are 21 where 16 are required as originally approved. The required parking spaces for the Proposed Temporary Classroom Trailer are 9. The sole purpose for this request would be to allow for a variance of 5 parking spaces for the Temporary Classroom Trailer where 9 is required from January, 2010 through July, 2010 until such time as the Temporary Classroom Trailer will be removed to make way for the opening of the Proposed Desert Torah Academy in August, 2010. Overall there will be 21 Parking Spaces provided where 25 are required.

We respectfully request your approval of our requests as noted herein. If you have any questions please feel free to contact me at (702) 336-9886.

Sincerely,
Bill Roberts
WJR Consulting Services, LLC

RECEIVED
JAN 25 2010

339 Hollins Hall Street, Las Vegas, NV 89145,, Phone: (702) 336-9886, Fax: (702) 243-8287
Email: billykingmanaz@yahoo.com

VAR-37276
03/25/10 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

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MAILED FROM ZIP CODE

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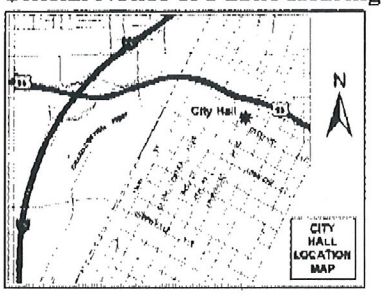

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-37276 & VAR-37277

Planning Commission Meeting of 4/22/2010

Case: VAR-37276
13931410141
CHANCELLOR SHIELA G & LOYDE
4600 EVERGREEN PL
LAS VEGAS NV 89107-4218

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APR 12 2010

33-34
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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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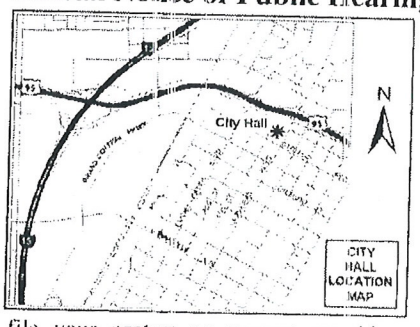

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-37276 & VAR-37277

Planning Commission Meeting of 4/22/2010

Case: VAR-37276

16206510012
PEREG ZOHAR
1119 OCEAN PKWY
BROOKLYN NY 11230-4052

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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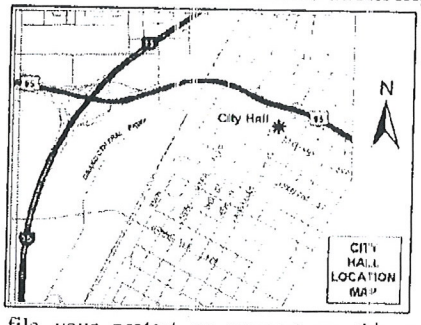

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-37627

Planning Commission Meeting of 4/22/2010

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APR 14 2010

Case: VAR-37627

16206510012
PEREG ZOHAR
1119 OCEAN PKWY
BROOKLYN NY 11230-4052

33, 34, 36
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SEIDNER

04/13/2010 06:14 FAX 7023671521

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APR 13 2010

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Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES

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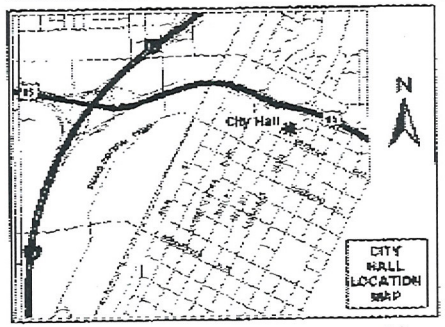

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VAR-37276 & VAR-37277

Planning Commission Meeting of 4/22/2010

Case: VAR-37276
13931410140
SEIDNER DAVID M & GAIL W
P O BOX 80960
LAS VEGAS NV 89180-0960

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Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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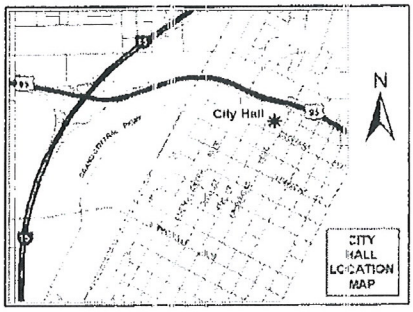

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-37276 & VAR-37277

Planning Commission Meeting of 4/22/2010

Case: VAR-37276

16206501004
CHABAD SOUTHERN NEVADA INC
%S HARLIG
1254 VISTA DR
LAS VEGAS NV 89102-1610

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APR 13 2010

33-34
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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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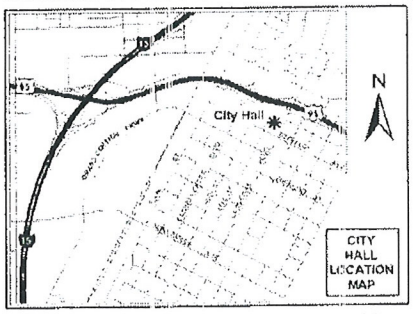

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-37276 & VAR-37277

Planning Commission Meeting of 4/22/2010

Case: VAR-37276

16206610005
MORRIS TRUST
4210 MOUNTAIN VIEW BLVD
LAS VEGAS NV 89102-3811

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33-34
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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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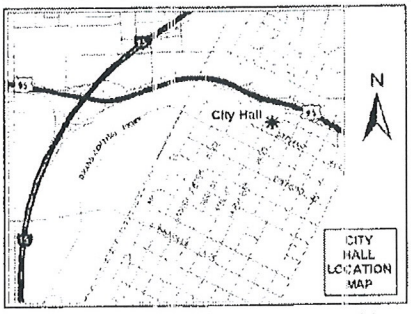
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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VAR-37276 & VAR-37277
Planning Commission Meeting of 4/22/2010

Case: VAR-37276
16206510017
CHABAD SOUTHERN NEVADA INC
1254 VISTA DR
LAS VEGAS NV 89102-1610

City of Las Vegas
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Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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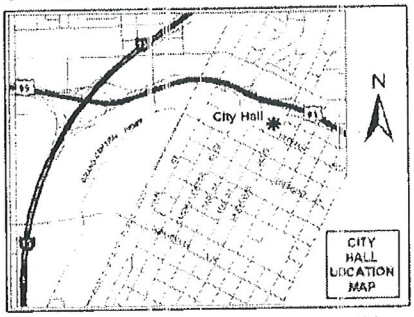

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-36050 & SDR-37579
Planning Commission Meeting of 4/22/2010

Case: SDR-36050
16206510017
CHABAD SOUTHERN NEVADA INC
1254 VISTA DR
LAS VEGAS NV 89102-1610

33, 34, 35, 37 A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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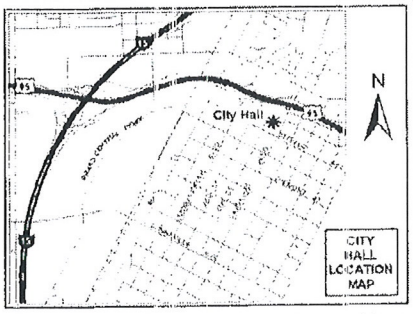
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-36050 & SDR-37579

Planning Commission Meeting of 4/22/2010

Case: SDR-36050

16206610009
Y & D FAMILY TRUST
4211 MOUNTAIN VIEW BLVD
LAS VEGAS NV 89102-3815

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APR 13 2010

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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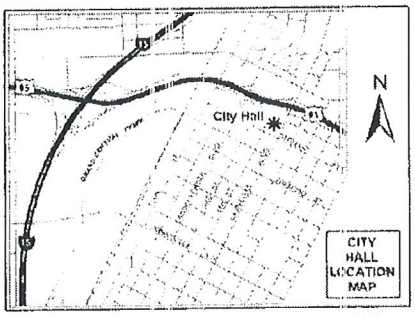

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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VAR-37276 & VAR-37277

Planning Commission Meeting of 4/22/2010

Case: VAR-37276

16206610009
Y & D FAMILY TRUST
4211 MOUNTAIN VIEW BLVD
LAS VEGAS NV 89102-3815

33, 34, 35, 37
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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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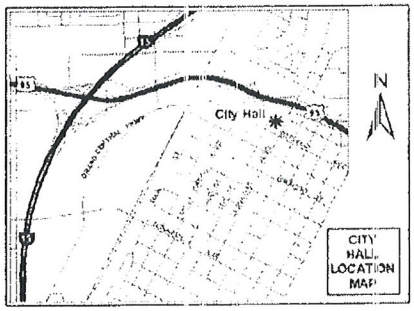

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-36050 & SDR-37579

Planning Commission Meeting of 4/22/2010

Case: SDR-36050
16206510035
CHABAD SOUTHERN NEVADA INC
1261 ARVILLE ST
LAS VEGAS NV 89102-1600

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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APR 13 2010

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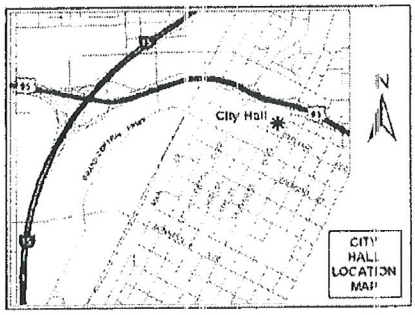

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-37276 & VAR-37277

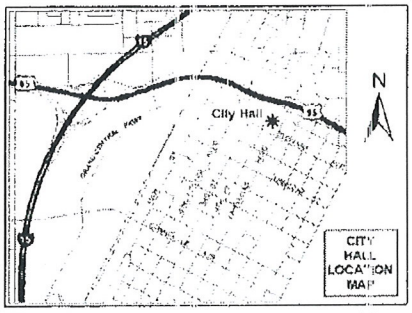
Planning Commission Meeting of 4/22/2010

Case: VAR-37276
16206510035
CHABAD SOUTHERN NEVADA INC
1261 ARVILLE ST
LAS VEGAS NV 89102-1600

33,34,35,37
A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-37627

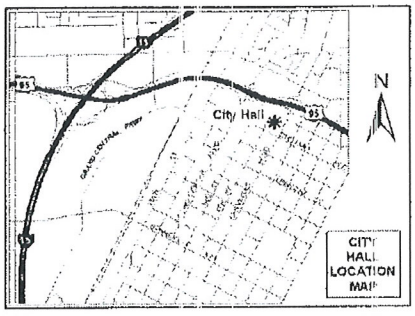
Planning Commission Meeting of 4/22/2010

Case: VAR-37627
16206216010
CHABAD SOUTHERN NEVADA INC
1261 S ARVILLE ST
LAS VEGAS NV 89102-1600

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

RECEIVED
APR 13 2010

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-37276 & VAR-37277

Planning Commission Meeting of 4/22/2010

Case: VAR-37276
16206510011
CHABAD SOUTHERN NEVADA INC
1261 S ARVILLE ST
LAS VEGAS NV 89102-1600

33, 34, 36
A

City of Las Vegas Agenda Item No.: **57.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JUNE 2, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

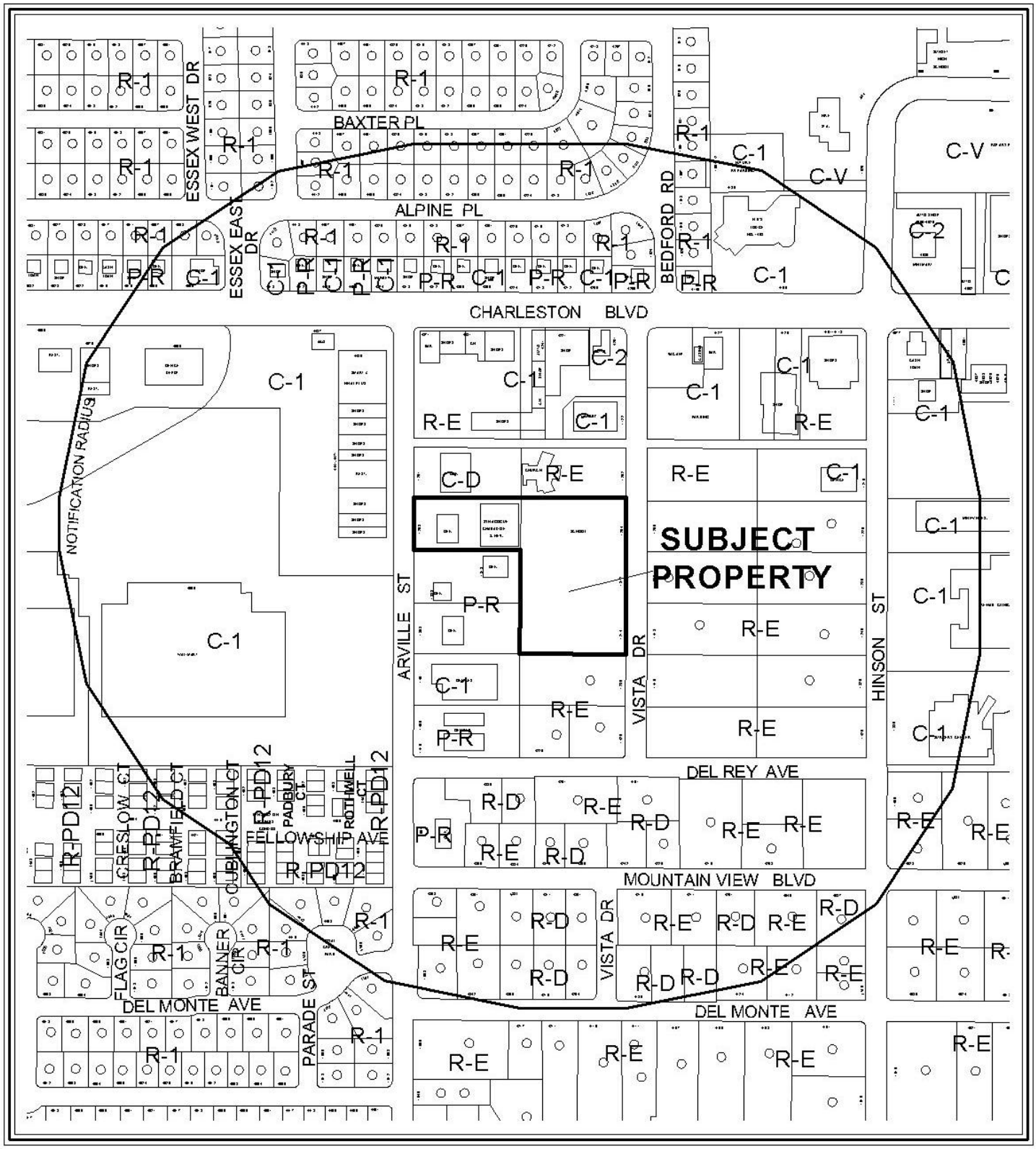
SUBJECT:
VAR-37277 - VARIANCE RELATED TO VAR-37276 - PUBLIC HEARING - APPLICANT/OWNER: CHABAD OF SOUTHERN NEVADA, INC. - Request for a Variance to ALLOW 21 PARKING SPACES WHERE 25 SPACES ARE REQUIRED on 4.04 acres at 1312 Vista Drive and 1261 Arville Street (APNs 162-06-501-004 and 162-06-510-017), P-R (Professional Office and Parking) and R-E (Residential Estates) Zones, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**4**	**Planning Commission Mtg.**	**11**
City Council Meeting	**0**	**City Council Meeting**	**0**

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

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: **VAR-37277**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

N

0 300 600 Feet

CASE: **VAR-37277**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

N

RECEIVED
JAN 26 2010

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAR-37277** APN: 162-06-510-017 / 501-004

Name of Property Owner: CHABAD OF SOUTHERN NEVADA

Name of Applicant: CHABAD OF SOUTHERN NEVADA

Name of Representative: BILL ROBERTS

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: Yehoshua Harlig

Subscribed and sworn before me

This 9 day of December, 2009

_____

Notary Public in and for said County and State

Notary Public - State of Nevada
County of Clark
PATRICIA RAMSTETTER
My Appointment Expires
No: 96-2718-1 May 17, 2012

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

RECEIVED JAN 26 2010

Application/Petition For: PARKING VARIANCE

Project Address (Location) 1254 VISTA DRIVE / 1261 ARVILLE ST.

Project Name DESERT TORAH ACADEMY **Proposed Use** TEMP. TRAILER

Assessor's Parcel #(s) 162-06-510-017 / 501-004 **Ward #** 1

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 4 **Lots/Units** N/A **Density** N/A

Additional Information _____

PROPERTY OWNER CHABAD S. NEVADA **Contact** BILL ROBERTS

Address 1261 ARVILLE STREET **Phone:** 259-0770 **Fax:** 877-4700

City LAS VEGAS **State** NV. **Zip** 89102

E-mail Address CHABADLV @ AOL.COM

APPLICANT CHABAD S. NEVADA **Contact** BILL ROBERTS

Address 1261 ARVILLE STREET **Phone:** 259-0770 **Fax:** 877-4700

City LAS VEGAS **State** NV. **Zip** 89102

E-mail Address CHABADLV. @ AOL.COM

REPRESENTATIVE BILL ROBERTS **Contact** SAME

Address 1871 HOLLYWELL ST. **Phone:** 336-9886 **Fax:** 877-4700

City LAS VEGAS **State** NV. **Zip** 89135

E-mail Address BILLYKINGMANAZ @ YAHOO.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 Yehoshua Harlig

Subscribed and sworn before me

This 29 day of December, 20 09.

_____

Notary Public in and for said County and State

Notary Public - State of Nevada
County of Clark
PATRICIA RAMSTETTER
My Appointment Expires
May 17, 2012
No: 96-2718-1

FOR DEPARTMENT USE ONLY

Case #	VAR 37277
Meeting Date:	~~3.11.10~~ 03/25/10
Total Fee:	$830.-
Date Received:*	1.26.10
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

PARKING VARIANCE

EXISTING CHABAD
Parking Required = 16
Parking Provided = 21

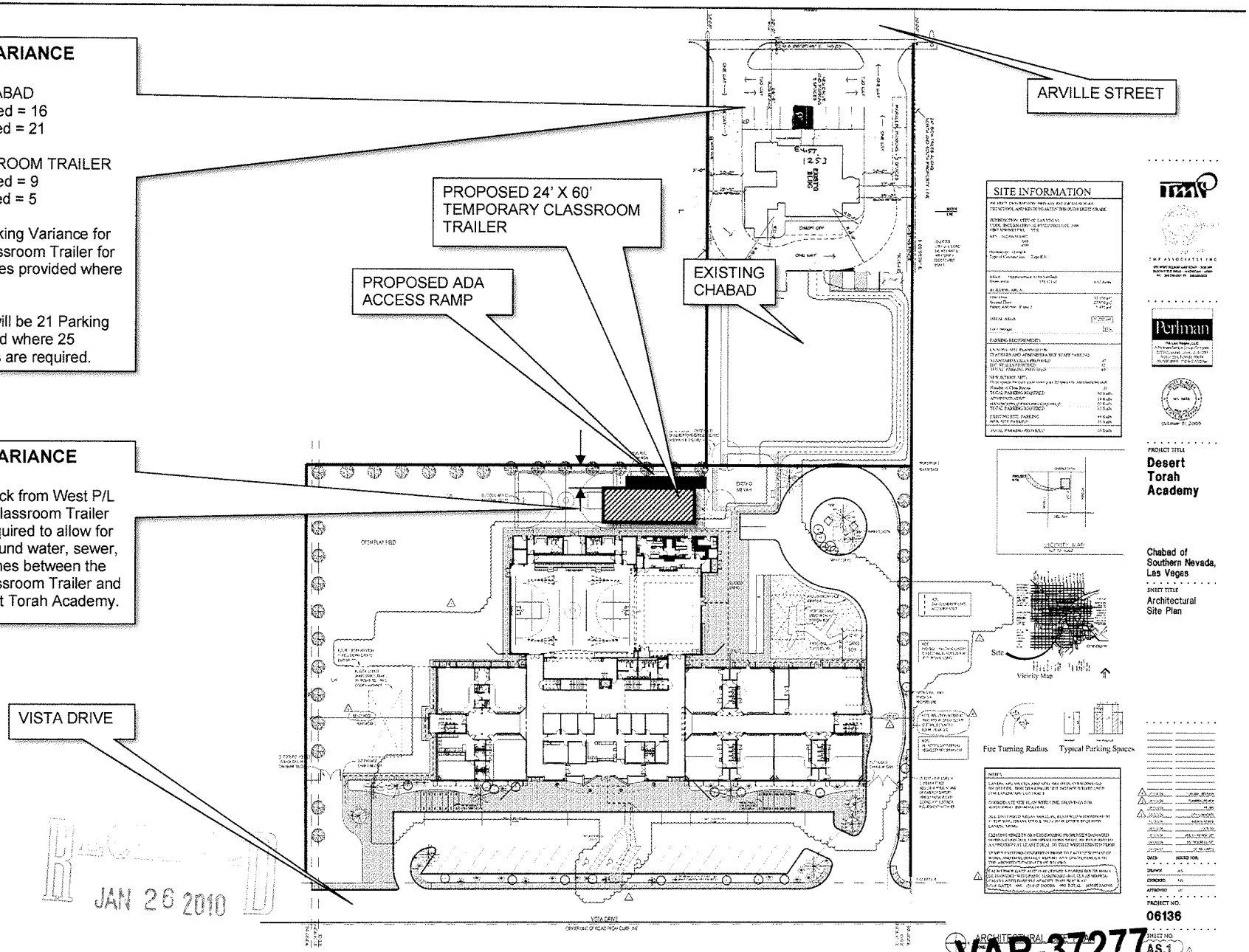
TEMP. CLASSROOM TRAILER
Parking Required = 9
Parking Provided = 5

Requested Parking Variance for Temporary Classroom Trailer for 5 Parking Spaces provided where 9 are required.

Overall, there will be 21 Parking Spaces provided where 25 Parking Spaces are required.

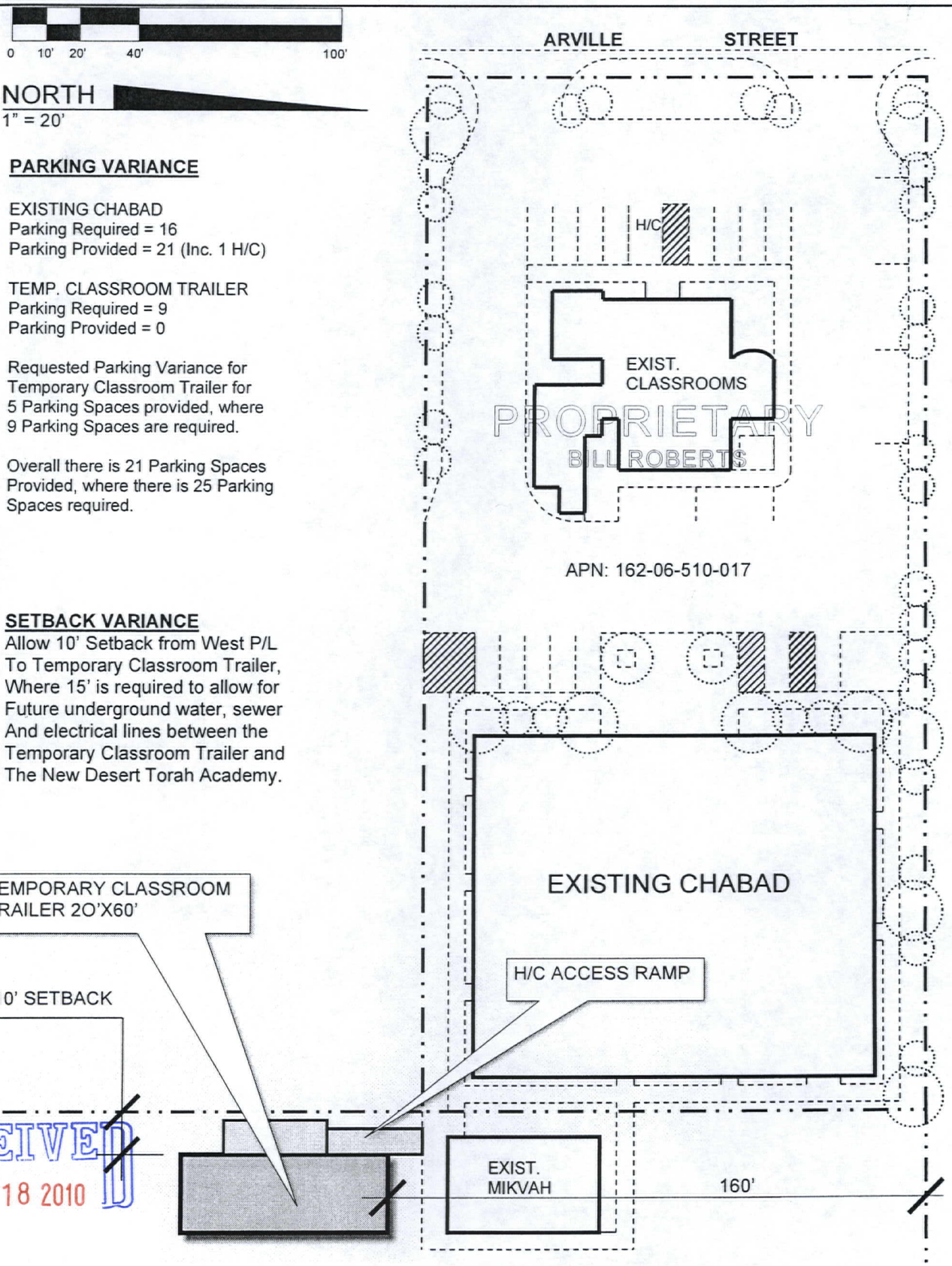
SETBACK VARIANCE

Allow 10' Setback from West P/L to Temporary Classroom Trailer where 15' is required to allow for future underground water, sewer, and electrical lines between the Temporary Classroom Trailer and The New Desert Torah Academy.



RECEIVED
JAN 26 2010

VAR-37277
03/25/10 PC



PARKING VARIANCE

EXISTING CHABAD
Parking Required = 16
Parking Provided = 21 (Inc. 1 H/C)

TEMP. CLASSROOM TRAILER
Parking Required = 9
Parking Provided = 0

Requested Parking Variance for Temporary Classroom Trailer for 5 Parking Spaces provided, where 9 Parking Spaces are required.

Overall there is 21 Parking Spaces Provided, where there is 25 Parking Spaces required.

SETBACK VARIANCE

Allow 10' Setback from West P/L To Temporary Classroom Trailer, Where 15' is required to allow for Future underground water, sewer And electrical lines between the Temporary Classroom Trailer and The New Desert Torah Academy.

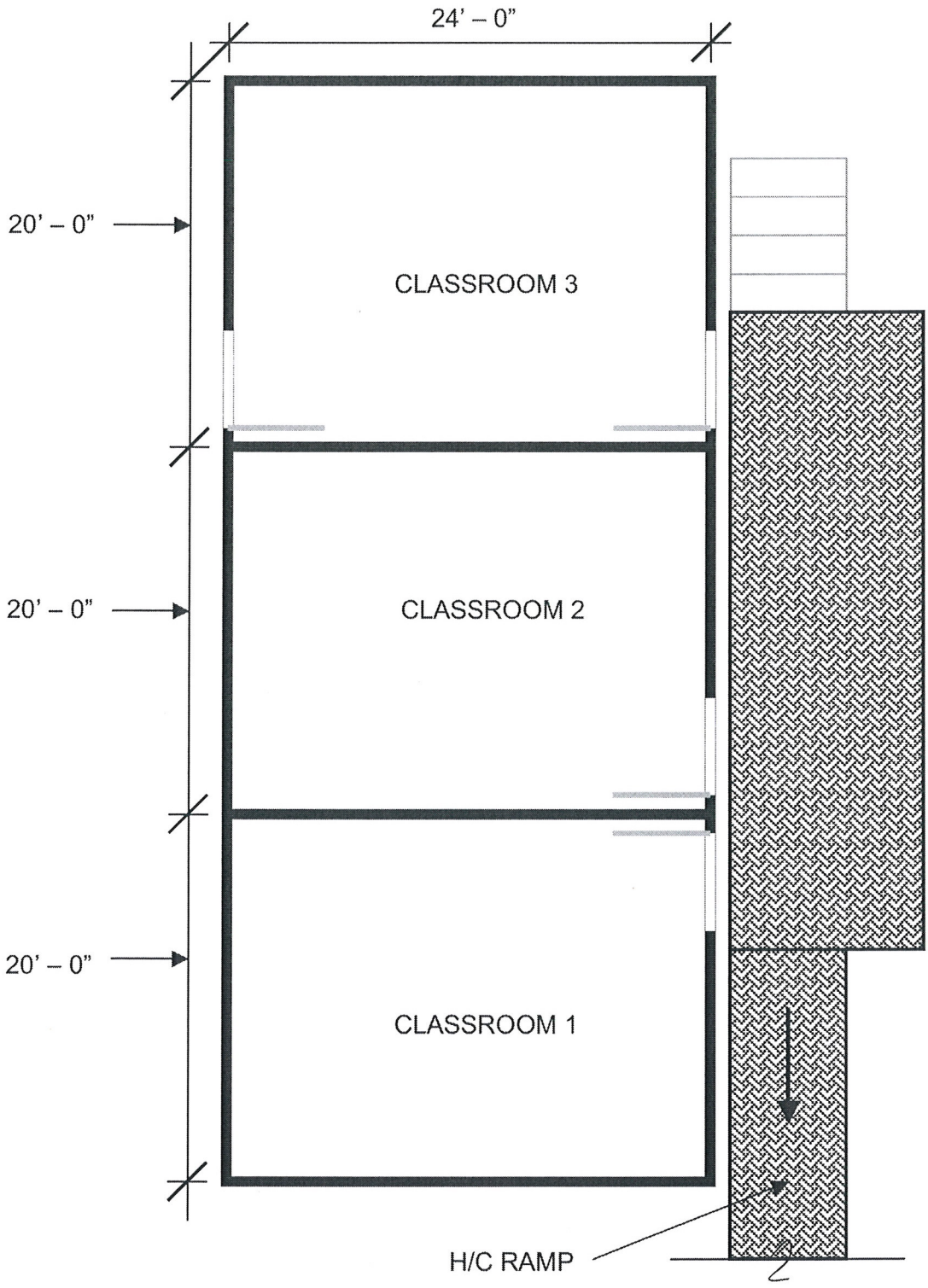
RECEIVED
MAR 18 2010

NEW DESERT TORAH ACADEMY
APN: 162-06-501-004

CONCEPTUAL SITE PLAN

Prepared By: Bill Roberts
Ph: (702) 418-4721

VAR-37277
REVISED



CHABAD OF SOUTHERN NEVADA – Temporary Classroom Trailer
Prepared By: WJR Consulting Services, LLC – Bill Roberts
9/10/2009

RECEIVED
JAN 26 2010

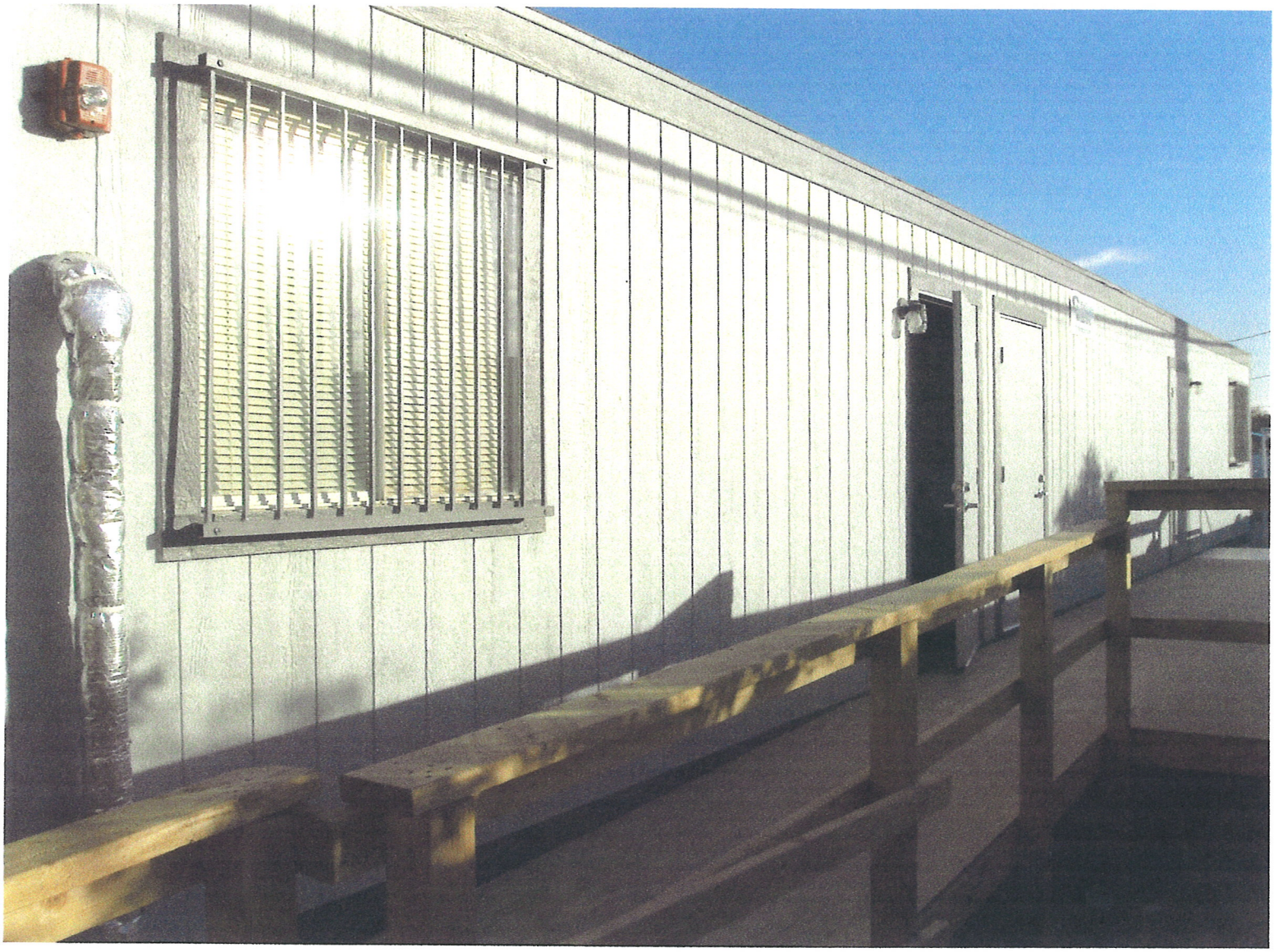
VAR-37277
03/25/10 PC

EAST ELEVATION

AREA EAST OF TEMP. CLASSROOM TRAILER IS WHERE PROPOSED ELEC., WATER & SEWER LINES TO BE CONSTRUCTED.

RECEIVED
JAN 26 2010

VAR-37277
03/25/10 PC



WEST ELEVATION

WITH ADA ACCESS RAMP AS REQUIRED

RECEIVED
JAN 26 2010

VAR-37277
03/25/10 PC

SOUTH ELEVATION

WITH ADA ACCESS AS REQUIRED @ WEST.

RECEIVED
JAN 26 2010

VAR-37277
03/25/10 PC

WJR
Consulting Services, LLC
Land Acquisition & Development Services

RECEIVED
JAN 26 2010

December 9, 2009

City of Las Vegas Planning Department
731 S. 4th Street
Las Vegas, NV 89101
Ph: (702) 229-6301

RE: DESERT TORAH ACADEMY (SDR-18342) SITE DEVELOPMENT REVIEW, VARIENCES

Gentlemen:

SITE DEVELOPMENT REVIEW UPDATE

The sole purpose for this request is to allow for a Temporary Classroom Trailer (24'x60') 12 months +/- during the construction phase for the New Desert Torah Academy at 1254 Vista Drive. Once the New Desert Torah Academy is open in August 2010, the Temporary Classroom Trailer will be removed from the site to make way for a Future Pool Facility as shown in the original SDR-18342. The Temporary Classroom Trailer will have the required ADA Access, Fire Sprinkler / Alarm System, per the City of Las Vegas Fire Department.

VARIANCES

VARIANCE 1

The Proposed Location of the Temporary Classroom Trailer is located 10' off of the west property line where 15' is required. The sole purpose for this request is to allow adequate separation from the east side of the Temporary Classroom Trailer and the west side of the New Gymnasium / Desert Torah Academy as there will be Future on-site Water, Sewer and NV Energy Lines in this area and if the Proposed Temporary Classroom Trailer was placed 15' off of the west property line as required would create a conflict and not allow for the required horizontal separation thus making the installation of said utility lines impossible.

VARIANCE 2

The parking spaces for the existing Chabad are 21 where 16 are required as originally approved. The required parking spaces for the Proposed Temporary Classroom Trailer are 9. The sole purpose for this request would be to allow for a variance of 5 parking spaces for the Temporary Classroom Trailer where 9 is required from January, 2010 through July, 2010 until such time as the Temporary Classroom Trailer will be removed to make way for the opening of the Proposed Desert Torah Academy in August, 2010. Overall there will be 21 Parking Spaces provided where 25 are required.

We respectfully request your approval of our requests as noted herein. If you have any questions please feel free to contact me at (702) 336-9886.

Sincerely,

Bill Roberts

WJR Consulting Services, LLC

339 Hollins Hall Street, Las Vegas, NV 89145,, Phone: (702) 336-9886, Fax: (702) 243-8287
Email: billykingmanaz@yahoo.com

VAR-37277
03/25/10 PC

City of Las Vegas Agenda Item No.: **58.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JUNE 2, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:

SDR-36050 - SITE DEVELOPMENT PLAN REVIEW RELATED TO VAR-37276 AND VAR-37277 - PUBLIC HEARING - APPLICANT/OWNER: CHABAD OF SOUTHERN NEVADA, INC. - Request for a Site Development Plan Review FOR A PROPOSED 1,440 SQUARE-FOOT TEMPORARY CLASSROOM WITH A WAIVER OF THE PERIMETER LANDSCAPE BUFFER REQUIREMENTS TO ALLOW A ZERO-FOOT LANDSCAPE BUFFER ALONG A PORTION OF THE WEST PERIMETER on 4.04 acres at 1312 Vista Drive and 1261 Arville Street (APNs 162-06-501-004 and 162-06-510-017, P-R (Professional Office and Parking) and R-E (Residential Estates) Zones, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**4**	**Planning Commission Mtg.**	**9**
City Council Meeting	**0**	**City Council Meeting**	**0**

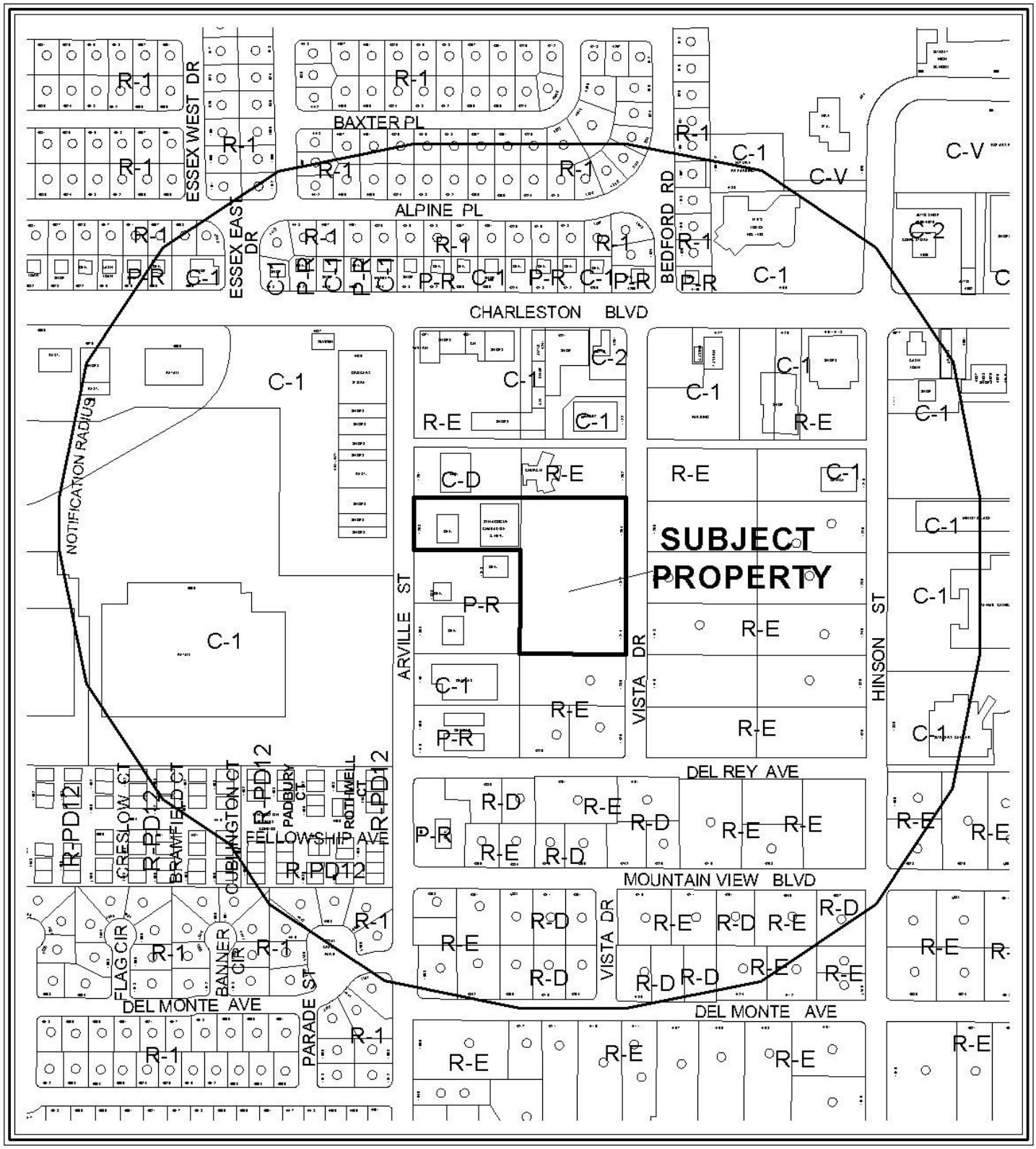
RECOMMENDATION:

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. Backup referenced from the April 22, 2010 Planning Commission Meeting Item SDR-36050 and SDR-37579

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-36050**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

N

0 300 600 Feet

CASE: **SDR-36050**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

N

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: SDR-36050 APN: 162-06-510-007, 008, 009

Name of Property Owner: CHABAD OF SOUTHERN NEVADA, INC

Name of Applicant: CHABAD OF SOUTHERN NEVADA, INC

Name of Representative: BILL ROBERTS

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: RABBI SHEA HARLIG

Subscribed and sworn before me

This 27th day of August, 2009

_____

Notary Public in and for said County and State

Notary Public - State of Nevada
County of Clark
PATRICIA RAMSTETTER
My Appointment Expires
May 17, 2012
No: 96-2718-1

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: SITE DEVELOPMENT REVIEW

Project Address (Location) 1254 VISTA DRIVE

Project Name DESERT TORAH ACADEMY **Proposed Use** SCHOOL

Assessor's Parcel #(s) 162065 10004 **Ward #** 1

General Plan: existing R proposed N/A **Zoning:** existing R-E proposed N/A

Commercial Square Footage 1440 **Floor Area Ratio**

Gross Acres 3.0 ACRES **Lots/Units** **Density** N/A

Additional Information

PROPERTY OWNER CHABAD S. NEV., INC **Contact** BILL ROBERTS
Address 1254 VISTA DRIVE **Phone:** 336-9886 **Fax:** 877-4700
City LAS VEGAS **State** NV. **Zip** 89102
E-mail Address WJR CONSULTINGSERVICESLLC @GMAIL.COM

APPLICANT CHABAD S. NEV., INC. **Contact** BILL ROBERTS
Address 1254 VISTA DRIVE **Phone:** 336-9886 **Fax:** 877-4700
City LAS VEGAS **State** NV. **Zip** 89102
E-mail Address WJRCONSULTINGSERVICESLLC @ GMAIL.COM

REPRESENTATIVE BILL ROBERTS **Contact** SAME
Address 1254 VISTA DRIVE **Phone:** 336-9886 **Fax:** 877-4700
City LAS VEGAS **State** NV. **Zip** 89102
E-mail Address WJRCONSULTINGSERVICESLLC @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 RABBI CHEA HARLIG

Subscribed and sworn before me

This 20th day of August, 2009.

_____

Notary Public in and for said County and State

Notary Public - State of Nevada
County of Clark
PATRICIA RAMSTETTER
My Appointment Expires
No: 96-2718-1 May 17, 2012

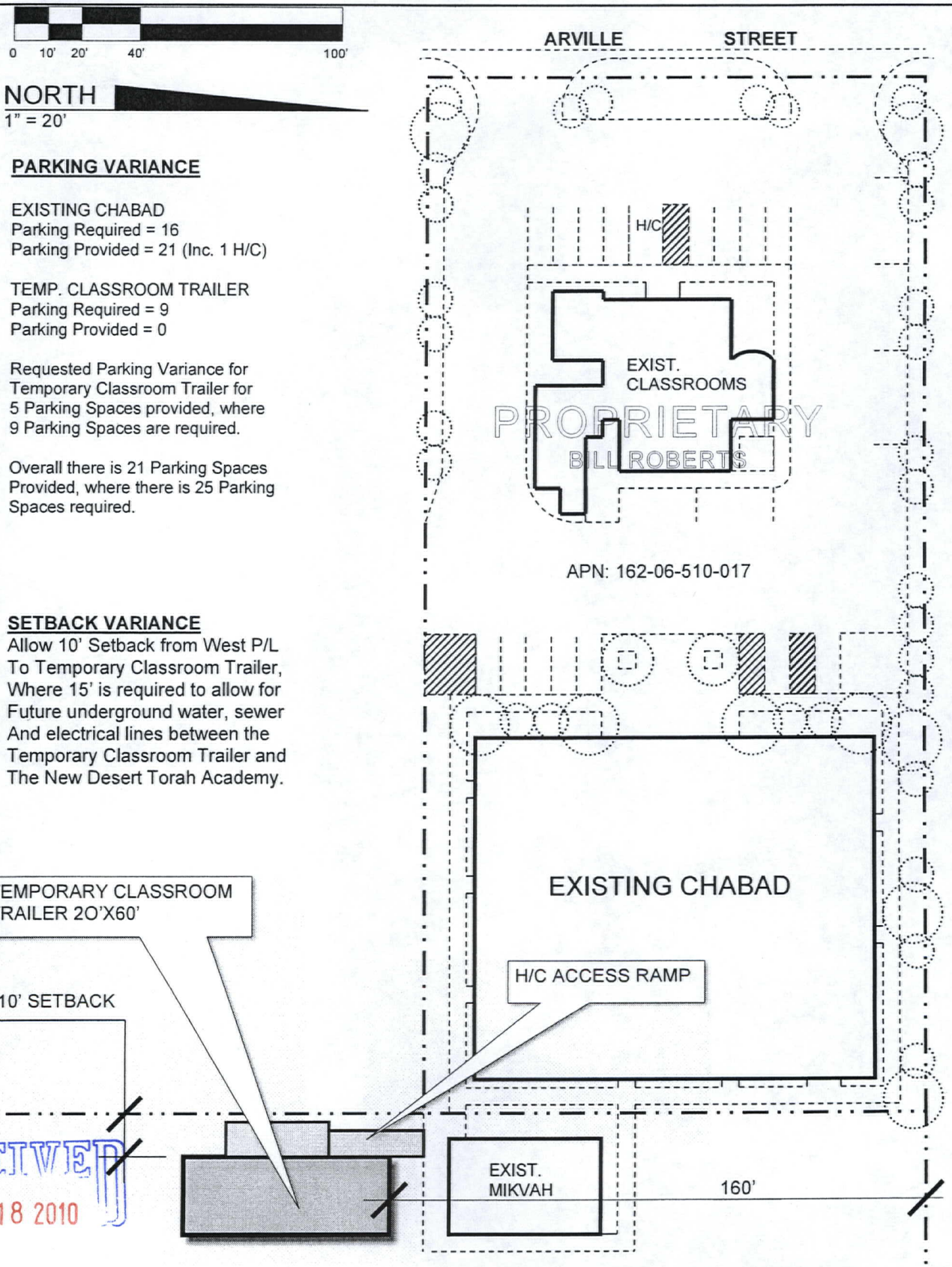
FOR DEPARTMENT USE ONLY

Case #	SDR 36050
Meeting Date:	11.5.09
Total Fee:	$1,030.—
Date Received:*	9.16.09
Received By:	JFA

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf



PARKING VARIANCE

EXISTING CHABAD
Parking Required = 16
Parking Provided = 21 (Inc. 1 H/C)

TEMP. CLASSROOM TRAILER
Parking Required = 9
Parking Provided = 0

Requested Parking Variance for Temporary Classroom Trailer for 5 Parking Spaces provided, where 9 Parking Spaces are required.

Overall there is 21 Parking Spaces Provided, where there is 25 Parking Spaces required.

SETBACK VARIANCE

Allow 10' Setback from West P/L To Temporary Classroom Trailer, Where 15' is required to allow for Future underground water, sewer And electrical lines between the Temporary Classroom Trailer and The New Desert Torah Academy.

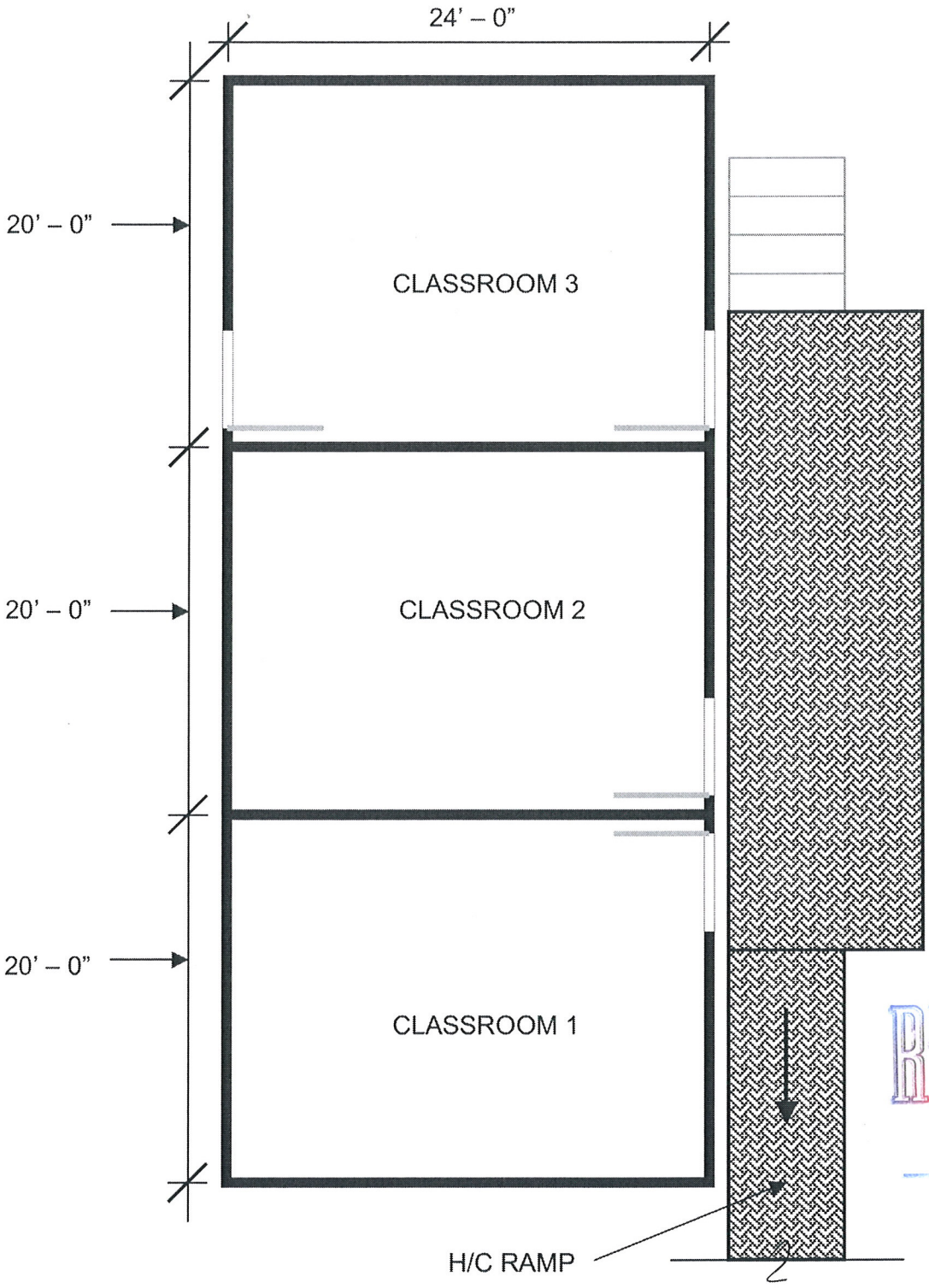
RECEIVED
MAR 18 2010

NEW DESERT TORAH ACADEMY
APN: 162-06-501-004

CONCEPTUAL SITE PLAN

Prepared By: Bill Roberts
Ph: (702) 418-4721

SDR-36050
REVISED



RECEIVED
JAN 26 2010

CHABAD OF SOUTHERN NEVADA – Temporary Classroom Trailer
Prepared By: WJR Consulting Services, LLC – Bill Roberts
9/10/2009

SDR-36050
03/25/10 PC

WJR
Consulting Services, LLC
Land Acquisition & Development Services

December 9, 2009

City of Las Vegas Planning Department
731 S. 4th Street
Las Vegas, NV 89101
Ph: (702) 229-6301

RE: DESERT TORAH ACADEMY (SDR-18342) SITE DEVELOPMENT REVIEW, VARIENCES

Gentlemen:

SITE DEVELOPMENT REVIEW UPDATE
The sole purpose for this request is to allow for a Temporary Classroom Trailer (24'x60') 12 months +/- during the construction phase for the New Desert Torah Academy at 1254 Vista Drive. Once the New Desert Torah Academy is open in August 2010, the Temporary Classroom Trailer will be removed from the site to make way for a Future Pool Facility as shown in the original SDR-18342. The Temporary Classroom Trailer will have the required ADA Access, Fire Sprinkler / Alarm System, per the City of Las Vegas Fire Department.

VARIANCES

VARIANCE 1
The Proposed Location of the Temporary Classroom Trailer is located 10' off of the west property line where 15' is required. The sole purpose for this request is to allow adequate separation from the east side of the Temporary Classroom Trailer and the west side of the New Gymnasium / Desert Torah Academy as there will be Future on-site Water, Sewer and NV Energy Lines in this area and if the Proposed Temporary Classroom Trailer was placed 15' off of the west property line as required would create a conflict and not allow for the required horizontal separation thus making the installation of said utility lines impossible.

VARIANCE 2
The parking spaces for the existing Chabad are 21 where 16 are required as originally approved. The required parking spaces for the Proposed Temporary Classroom Trailer are 9. The sole purpose for this request would be to allow for a variance of 5 parking spaces for the Temporary Classroom Trailer where 9 is required from January, 2010 through July, 2010 until such time as the Temporary Classroom Trailer will be removed to make way for the opening of the Proposed Desert Torah Academy in August, 2010. Overall there will be 21 Parking Spaces provided where 25 are required.

We respectfully request your approval of our requests as noted herein. If you have any questions please feel free to contact me at (702) 336-9886.

Sincerely,
Bill Roberts
WJR Consulting Services, LLC

RECEIVED
JAN 26 2010

339 Hollins Hall Street, Las Vegas, NV 89145,, Phone: (702) 336-9886, Fax: (702) 243-8287
Email: billykingmanaz@yahoo.com

SDR-36050
03/25/10 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

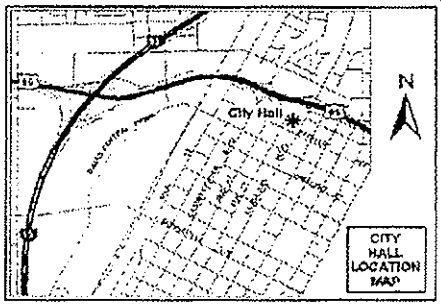
(702) 382-4803

RECEIVED
CITY CLERK

2010 APR 19 P 1:52

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-36050 & SDR-37579
Planning Commission Meeting of 4/22/2010

Case: SDR-36050
16206502004
LIED FOUNDATION TRUST
3907 W CHARLESTON BLVD
LAS VEGAS NV 89102-1620

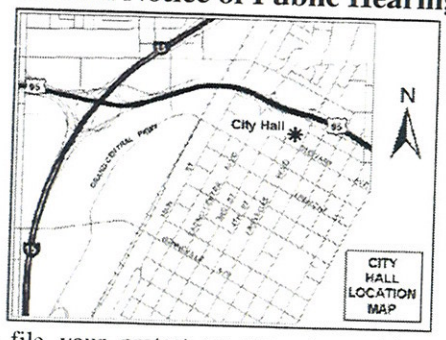
Submitted after final agenda
Date 4/19/10 Item 35 & 37

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-36050 & SDR-37579

Planning Commission Meeting of 4/22/2010

16206510015 Case: SDR-36050
GRAHAM S & D PROPERTIES L L C
1353 ARVILLE ST
LAS VEGAS NV 89102-1608

RECEIVED
APR 14 2010

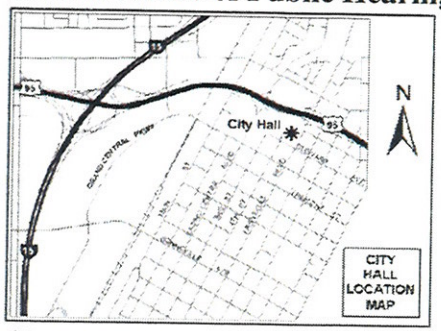
Submitted after final agenda
Date 4/22/10
Item 35, 37
P

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

Return Service Requested
Official Notice of Public Hearing



I believe this will degrade the look of the neighborhood. Let the developer BUILD A SLIGHTLY SMALLER BUILDING

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-36050 & SDR-37579

Planning Commission Meeting of 4/22/2010

Case: SDR-36050
16206610001
ARVILLE-BOULDER L L C
%I ROBERTS TRS
5236 BABCOCK AVE
NORTH HOLLYWOOD CA 91607-2302

RECEIVED
APR 19 2010

BAVDS11 91607

Submitted after final agenda
Date 4/22PC
Item 35,37 p

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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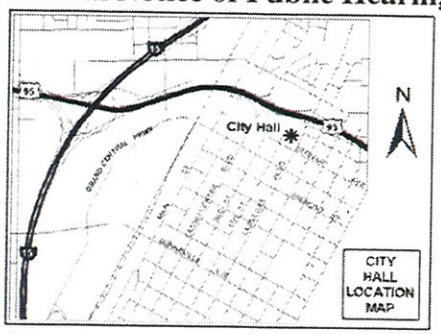

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-36050 & SDR-37579
Planning Commission Meeting of 4/22/2010

Case: SDR-36050
13931411018
MOORE OVID A & EDNA E TRUST
P O BOX 26627
LAS VEGAS NV 89126-0627

RECEIVED
APR 14 2010

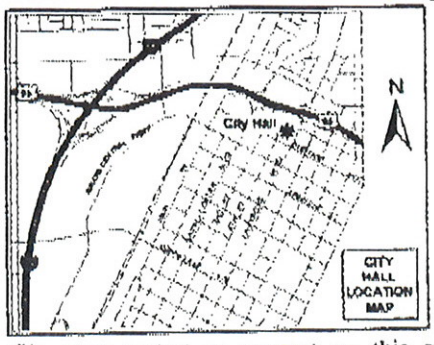
Submitted after final agenda
Date 4/22PC
Item 35, 37, P

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 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-36050 & SDR-37579
Planning Commission Meeting of 4/22/2010

Case: SDR-36050
16206610041
PITTERMAN ARTHUR B & SHARI J
1706 BEARDEN DR
LAS VEGAS NV 89106-4107

RECEIVED
APR 16 2010

Submitted after final agenda
Date 4/22 PC Item 35, 37 A

City of Las Vegas Agenda Item No.: **59.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JUNE 2, 2010

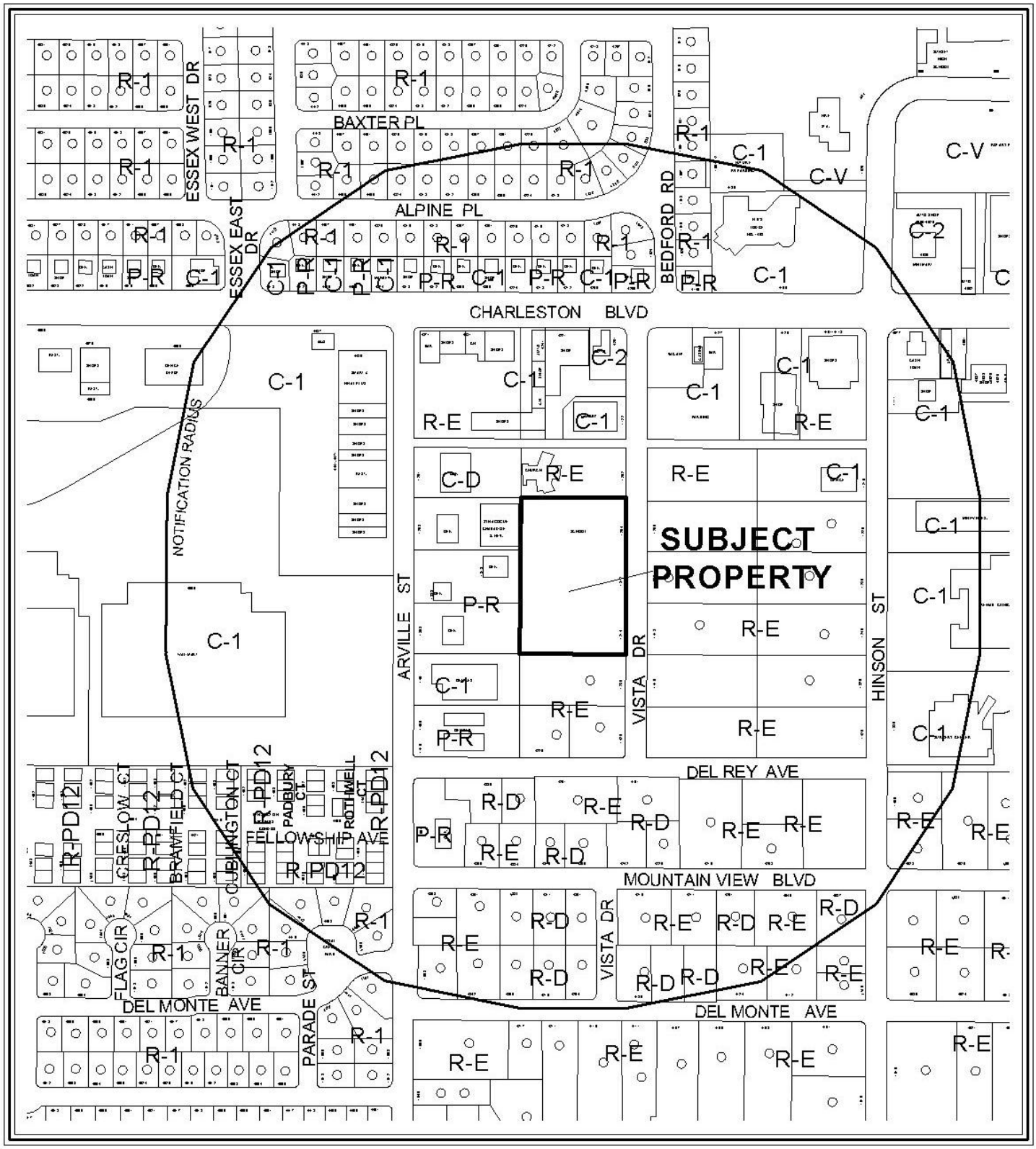
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-37627 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: CHABAD OF SOUTHERN NEVADA, INC. - Request for a Variance TO ALLOW TWO ATTACHED INSTITUTIONAL SIGNS WHERE ONE SIGN IS ALLOWED on 3.03 acres at 1312 Vista Drive (APN 162-06-501-004), R-E (Residence Estates) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**9**
City Council Meeting	**0**	**City Council Meeting**	**0**

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
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the April 22, 2010 Planning Commission Meeting Item VAR-37627



0 300 600 Feet

CASE: **VAR-37627**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

N

0 300 600 Feet

CASE: **VAR-37627**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JUNE 2, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: CHABAD SOUTHERN NEVADA, INC.

** STAFF RECOMMENDATION(S) **

Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL, subject to conditions:

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
VAR-37627	Staff recommends DENIAL, if approved subject to conditions:	N/A

** CONDITIONS **

VAR-37627 CONDITIONS

Planning and Development

1. Conformance to the approved conditions for Site Development Plan Review (SDR-18342).

2. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the subject signage. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All necessary building permits shall be obtained prior to installation of any signage, 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.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Variance to allow a second attached sign on the front façade of a previously approved private school where only one attached sign is allowed. The school is currently under construction at 1312 Vista Drive. Staff is recommending denial as the applicant has provided no evidence of unique or extraordinary circumstances pursuant to Title 19.18.070 that would substantiate the request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
06/22/78	The Board of Zoning Adjustment approved a request for a Variance (V-0049-78) to allow a 5-foot high wrought iron fence in the front yard setback area at 1254 Vista Drive.
10/24/85	The Board of Zoning Adjustment denied a request for a Variance (V-0100-85) to allow a proposed Commercial Child Care facility at 1254 Vista Drive.
10/24/91	The Board of Zoning Adjustment approved a request for a Special Use Permit (U-0256-91) to allow a proposed Synagogue with a Child Care use at 1254 Vista Drive.
08/17/94	The City Council approved a Rezoning (Z-0057-94) from R-E (Residence Estates) to P-R (Professional Office and Parking) at 1253 Arville Street. The Planning Commission recommended approved the request.
07/25/95	The Board of Zoning Adjustment approved a request for a Plot Plan and Elevation Review [U-0085-95(1)] for a proposed 7,700 square-foot two story off-site church related school at 1253 Arville Street.
03/26/98	The Planning Commission struck a request from the agenda for a Site Development Plan Review [Z-57-94(1)] for a proposed 11,959 square foot synagogue at 1261 Arville Street. This item was replaced with a Variance (V-0013-98) at the Planning Commission's discretion.
04/14/98	The Board of Zoning Adjustment approved a request for a Variance (V-0013-98) to allow a 10-foot rear yard setback where 15 feet is required; and an 11,959 square-foot building where 10,000 square feet is the maximum allowed on property located at 1261 Arville Street. NOTE: This application replaced Z-57-94(1).
08/15/01	The City Council denied a request for a Special Use Permit and a Site Development Plan Review (U-0065-01) which includes a reduction in the amount of required perimeter and parking lot landscaping for a proposed 4,893 square-foot church complex located at 1214 Vista Drive. The Planning Commission also recommended denial of the request.

08/09/07	The Planning Commission tabled a request for a Variance (VAR-22086) to allow a 23-foot setback where residential adjacency standards require an 87-foot setback and to allow a 44-foot building height where a 35-foot building height is the maximum allowed for a proposed 84,276 square-foot private school adjacent to the west side of Vista Drive, approximately 530 feet south of Charleston Boulevard.
01/09/08	The City Council approved a request for a Site Development Plan Review (SDR-18342) for a proposed 84,276 square-foot, 44-foot tall Private School and a Waiver of the Perimeter Landscape Buffer requirements to allow no landscaping along the north and east property lines and along portions of the south and west property lines where a minimum eight-foot wide buffer is required adjacent to the west side of Vista Drive, approximately 530 feet south of Charleston Boulevard. Note: This application has been amended to be a 77,881 square-foot, 35-foot high Private School with no landscape Waiver requested. The Planning Commission and Staff recommended approval of the request.
04/22/10	The Planning Commission (5-0 vote) recommended APPROVAL of companion items VAR-37276, VAR-37277, SDR-36050, VAR-37627 and SDR-37569 concurrently (PC Agenda Item 33-37/sg).
Related Building Permits/Business Licenses	
06/30/09	A Building Demolition Dust Control permit (#142464) was issued for three detached structures at 1312 Vista Drive. The building permit was finalized on 07/31/09.
07/15/09	A Building Permit (#143557) was issued for a Construction Trailer at 1312 Vista Drive. The building permit was finalized on 08/28/09.
07/24/09	A Building Permit (#143882) was issued for Sprinklers for a Temporary Construction Trailer at 1312 Vista Drive. The building permit was finalized on 08/28/09.
08/21/09	A Building Permit (#146017) was issued for early grading at 1312 Vista Drive. The building permit has not received a final inspection.
09/18/09	A Building Permit (#128454) was issued for a Private School at 1312 Vista Drive. The building permit has not received a final inspection.
	A Building Permit (#128456) was issued for On-Site Improvements and Hardscapes at 1312 Vista Drive. The building permit has not received a final inspection.
	A Building Permit (#128457) was issued for a Trash Enclosure at 1312 Vista Drive. The building permit has not received a final inspection.
Pre-Application Meeting	
02/17/10	A pre-application meeting was held to discuss the signage requirements of Title 19.14. Submittal requirements were reviewed for a Variance to allow two signs where one sign is permitted.

Neighborhood Meeting	
A neighborhood meeting was neither required nor held for this request.	
Field Check	
03/24/10	A field check was conducted by staff. The site is under construction for a private school previously approved via SDR-18342.

Details of Application Request	
Site Area	
Net Acres	3.03

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Proposed Private School – per (SDR-18342)	R (Rural Density Residential)	R-E (Residence Estates)
North	Church	R (Rural Density Residential)	R-E (Residence Estates)
South	Single-Family Residence	R (Rural Density Residential)	R-E (Residence Estates)
East	Undeveloped	R (Rural Density Residential)	R-E (Residence Estates)
	Single-Family Residence	R (Rural Density Residential)	R-E (Residence Estates)
	Single-Family Residence	R (Rural Density Residential)	R-E (Residence Estates)
West	Synagogue	SC (Service Commercial)	P-R (Professional Office and Parking)
	Office	SC (Service Commercial)	P-R (Professional Office and Parking)
	Office	SC (Service Commercial)	P-R (Professional Office and Parking)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan		X	NA
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O Airport Overlay District (175 and 200 Feet)	X		Y
Trails		X	NA
Rural Preservation Overlay District	X		Y
Development Impact Notification Assessment		X	NA
Project of Regional Significance		X	NA

SG

DEVELOPMENT STANDARDS

Institutional Signs (Freestanding):		
Standards	**Allowed**	**Provided**
Maximum Number	1/ Street frontage 1 Total	1 Total
Maximum Area	50 SF	50 SF
Maximum Height	8 Feet	8 Feet
Minimum Setback	5 Feet	5 Feet
Illumination	Direct/Internal	Internal Fluorescent

Institutional Signs (Attached):		
Standards	**Allowed**	**Provided**
Maximum Number	1 Sign / Building Elevation with Street Frontage 1 Total	2 Signs
Maximum Area	10% of the Building Elevation or 1,152 SF	140 SF
Maximum Projection	2 Feet	Flush-Mounted
Illumination	Internal/External	Internal Neon (Halo Effect)

ANALYSIS

Institutions located within residentially zoned districts are limited to no more than one attached sign per elevation that faces directly onto a street frontage or on-site parking area. The sign area may be no more than 10% of the total area of the elevation that it is attached to. The applicant is proposing two attached signs, one over the front entry and a second one higher on the building and to the left of the entry. The combined area of the signage is less than the 10% allowed. Staff is recommending denial as the applicant has provided no evidence of unique or extraordinary circumstances pursuant to Title 19.18.070 that would substantiate the request, and the signs could be combined into a single sign that would comply with the requirements of Title 19.14.

FINDINGS

In accordance with the provisions of Title 19.18.070(B), Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.18.070(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 signage that does not comply with Title 19.14. Combining the two signs into a single sign would allow conformance to the Title 19 requirements. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 21

NOTICES MAILED 219 (By City Clerk)

APPROVALS 9

PROTESTS 2

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: VAR-37627 APN: 162-06-510-009

Name of Property Owner: CHABAD OF SOUTHERN NEVADA

Name of Applicant: Yehoshua Harlig

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, o 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: Yehoshua Harlig

Subscribed and sworn before me

This 9th day of February, 2010

_____

Notary Public in and for said County and State

RECEIVED
MAR 05 2010

Notary Public State of Nevada
County of Clark
PATRICIA RAMSTETTER
My Appointment Expires
No: 96-2718-1 May 17, 2012

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: VARIANCE

Project Address (Location) 1254 VISTA DRIVE

Project Name DESERT TORAH ACADEMY **Proposed Use**

Assessor's Parcel #(s) 162 06 501 004 **Ward #** 1

General Plan: existing ____ proposed ____ **Zoning:** existing R-E proposed ____

Commercial Square Footage ____ **Floor Area Ratio** ____

Gross Acres 3.03 **Lots/Units** ____ **Density** ____

Additional Information ____

* **PROPERTY OWNER** CHABAD of Southern Nevada **Contact** Yehoshua Harlig

Address 1261 S. ARVILLE ST. **Phone:** 702 259-0770 **Fax:** 702 877-4700

City LAS VEGAS **State** NV **Zip** 89102

E-mail Address ____

APPLICANT VISION SIGN, INC **Contact** DENNIS CONNOR

Address ____ **Phone:** ____ **Fax:** ____

City ____ **State** ____ **Zip** ____

E-mail Address ____

REPRESENTATIVE VISION SIGN, INC **Contact** DENNIS CONNOR

Address 6630 AZURE SPRINGS # 600 **Phone:** 340-5765 **Fax:** 895-7

City LAS VEGAS **State** NV **Zip** 89113

E-mail Address ____

RECEIVED
MAR 09 2010

FOR DEPARTMENT USE O

* **Property Owner Signature*** ____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

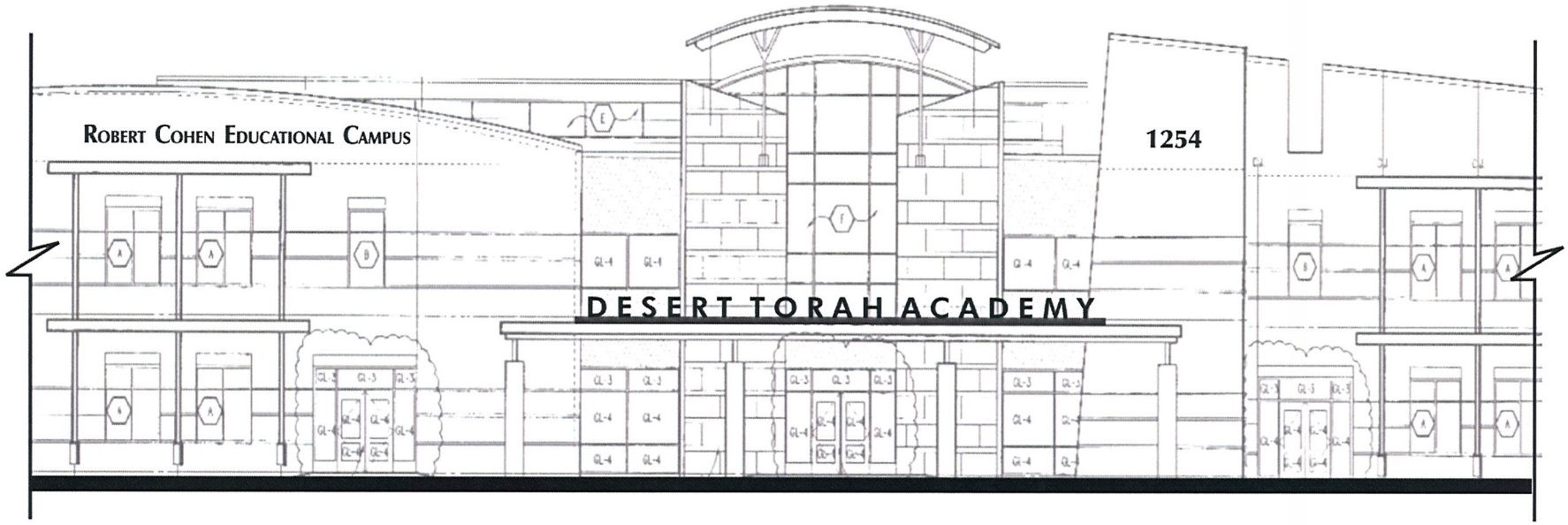
Print Name Yehoshua Harlig

Subscribed and sworn before me

This 9th day of February 20 10

Notary Public - State of Nevada
County of Clark
PATRICIA FORSTETTER
My Appointment Expires
May 17, 2012
No: 96-2718-1

Case #	VAR-37627
Meeting Date:	04/22/10
Total Fee:	830.00
Date Accepted:	03/09/10
Accepted By:	Jonathan B.



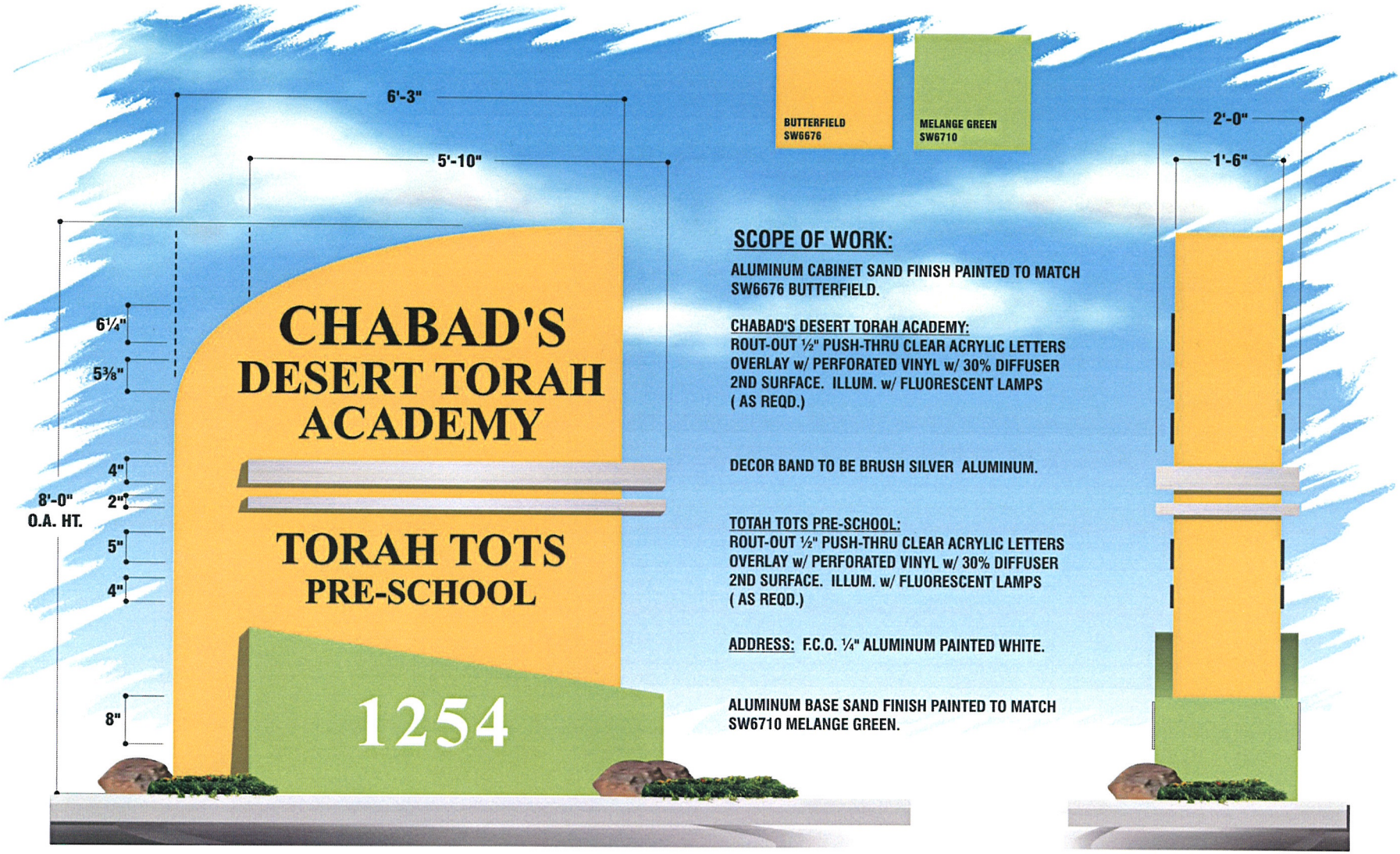
DESERT TORAH ACADEMY

1254 VISTA DRIVE

VISION SIGN INC.
6630 Arroyo Springs Street Suite 600 • Las Vegas, NV 89113

VAR-37627
04/22/10 PC

RECEIVED
MAR 09 2010



SCOPE OF WORK:

ALUMINUM CABINET SAND FINISH PAINTED TO MATCH SW6676 BUTTERFIELD.

CHABAD'S DESERT TORAH ACADEMY:
ROUT-OUT ½" PUSH-THRU CLEAR ACRYLIC LETTERS OVERLAY w/ PERFORATED VINYL w/ 30% DIFFUSER 2ND SURFACE. ILLUM. w/ FLUORESCENT LAMPS (AS REQD.)

DECOR BAND TO BE BRUSH SILVER ALUMINUM.

TOTAH TOTS PRE-SCHOOL:
ROUT-OUT ½" PUSH-THRU CLEAR ACRYLIC LETTERS OVERLAY w/ PERFORATED VINYL w/ 30% DIFFUSER 2ND SURFACE. ILLUM. w/ FLUORESCENT LAMPS (AS REQD.)

ADDRESS: F.C.O. ¼" ALUMINUM PAINTED WHITE.

ALUMINUM BASE SAND FINISH PAINTED TO MATCH SW6710 MELANGE GREEN.

A MFG & INSTALL (1) D/F ILLUM. MONUMENT SIGN 3/4" = 1'-0"

VAR-37627
04/22/10 PC

RECEIVED
MAR 09 2010

DESERT TORAH ACADEMY

1254 VISTA DRIVE

D/F INT-ILLUM MONUMENT SIGN

VISION SIGN INC.
6630 Arroyo Springs Street Suite 600
Las Vegas, NV 89113
Phone: 702-895-7474

These plans are prepared and submitted by the contractor as an exemption to NRS 623.330 for work under contractor license category authorized under NRS 624

NV CONTRACTOR LICENSE #42776

THIS ARTWORK WAS PREPARED BY AND IS THE PROPERTY OF VISION SIGN INC. ANY UNAUTHORIZED USE OF SAME, IN WHOLE OR PART IS PROHIBITED.

"The signage indicate on this design is Fabricated to meet UL requirements and Will be labeled according to UL guidelines"

JOB NO.	13692
DATE	12.22.2009
DRAWN	DERRICK
SALES	DENNIS C.
FILE NAME	DESERTTORAHACAD13692.CDR
FOLDER	

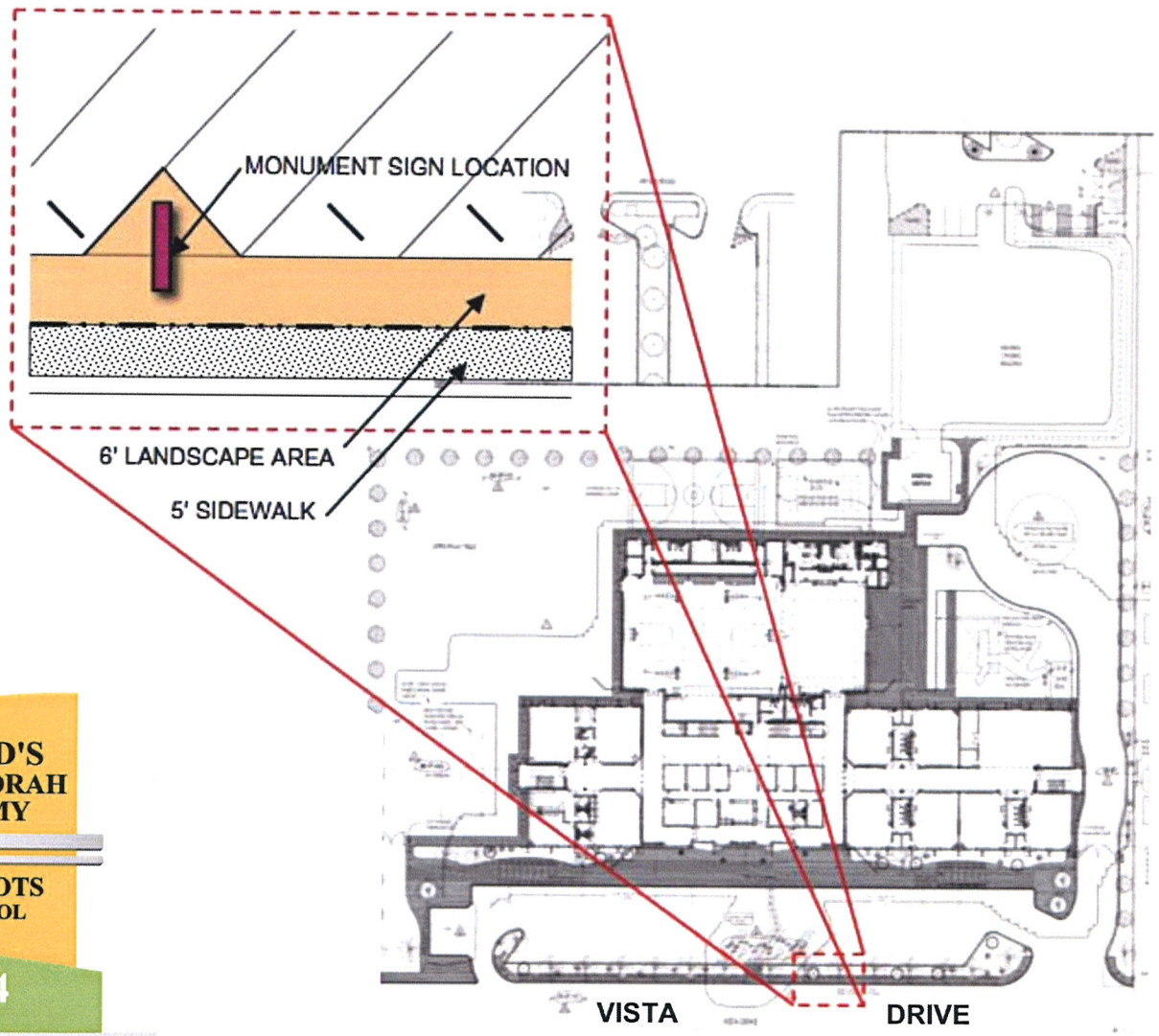
REVISIONS MADE

01-25-10 DN	REVISED ELEVATION
02-11-10 DN	CHANGE TO 1st OPT.

FINAL SIGN-OFF

DATE SOLD:
SALES PERSON:
DESIGNER:
CUSTOMER:

SHEET
001



SITE PLAN N.T.S.

VAR-37627
04/22/10 PC

RECEIVED
MAR 09 2010

DESERT TORAH ACADEMY

1254 VISTA DRIVE

D/F INT-ILLUM MONUMENT SIGN

SITE PLAN

VISION SIGN INC.
6630 Arroyo Springs Street Suite 600
Las Vegas, NV 89113
Phone: 702-895-7474

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FOLDER	

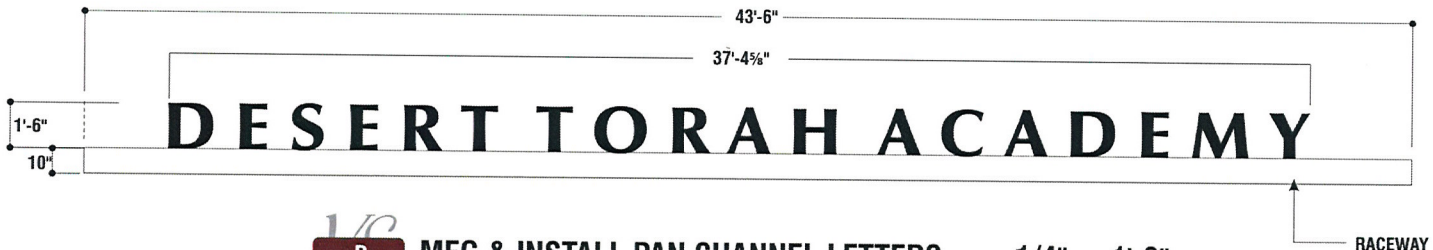
REVISIONS MADE

01-25-10 DN	REVISED ELEVATION
02-11-10 DN	CHANGE TO 1st OPT.

FINAL SIGN-OFF

DATE SOLD:
SALES PERSON:
DESIGNER:
CUSTOMER:

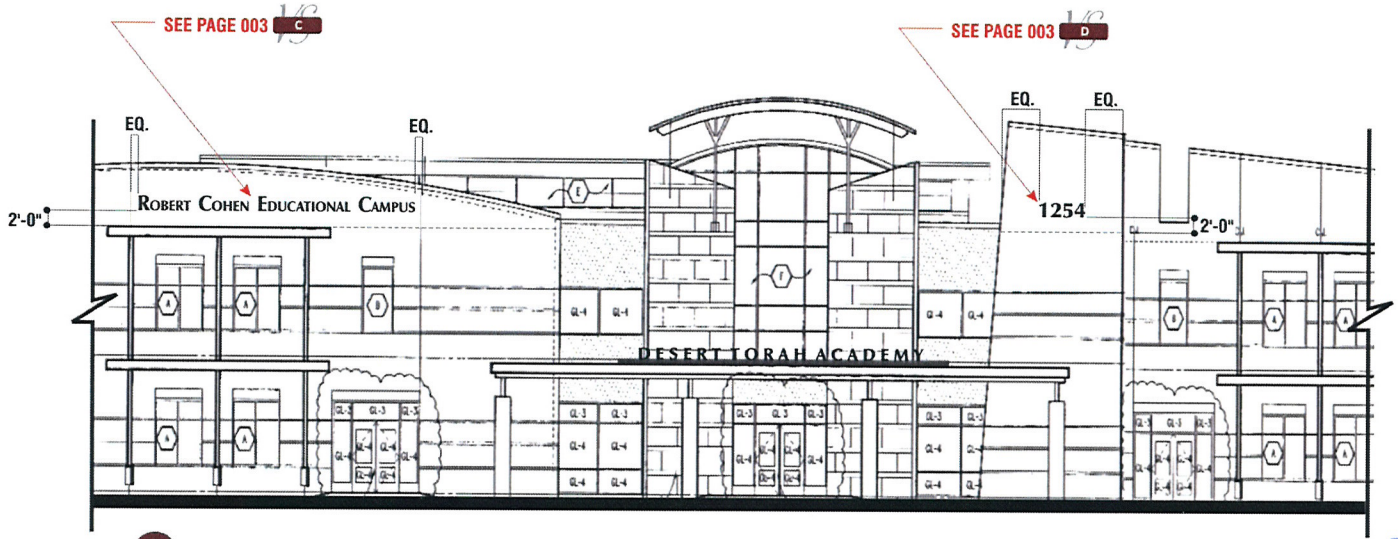
SHEET
SITE



B MFG & INSTALL PAN CHANNEL LETTERS 1/4" = 1'-0"

(1) SET REQ'D.

SCOPE OF WORK:
MFG & INSTALL INT-ILLUM PAN CHANNEL LETTERS w/ CLEAR ACRYLIC FACE OVERLAY w/ BLACK PERFORATED VINYL w/ 30% DIFFUSER OVERLAY 2nd SURFACE. ¾" BLACK TRIM CAP EDGE. ~ 5" DEEP PRE-COAT BLACK RETURN. ~ ILLUM w/ 6500 SNOW-WHITE NEON TUBING. ~ NOTE: LETTERS TO MOUNT TO CANOPY RACEWAY. RACEWAY BY OTHERS.



1 EAST ELEVATION 1/16"=1'-0"

FIELD SURVEY REQUIRED BEFORE MANUFACTURING

VAR-37627
04/22/10 PC

RECEIVED
MAR 09 2010

DESERT TORAH ACADEMY

1254 VISTA DRIVE

INT-ILLUM
PAN CHANNEL LETTERS

VISION SIGN INC.
6630 Arroyo Springs Street Suite 600
Las Vegas, NV 89113
Phone: 702-895-7474

These plans are prepared and submitted by the contractor as an exemption to NRS 623.330 for work under contractor license category authorized under NRS 624.

NV CONTRACTOR LICENSE #42776

THIS ARTWORK WAS PREPARED BY AND IS THE PROPERTY OF VISION SIGN, INC. ANY UNAUTHORIZED USE OF SAME, IN WHOLE OR PART IS PROHIBITED.

"The signage indicate on this design is Fabricated to meet UL requirements and Will be labeled according to UL guidelines"

JOB NO.	13692
DATE	12.22.2009
DRAWN	DERRICK
SALES	DENNIS C.
FILE NAME	DESERTTORAHACAD13692.CDR
FOLDER	

REVISIONS MADE

01-25-10 DN	REVISED ELEVATION
02-11-10 DN	REVISE CALL-OUTS

FINAL SIGN-OFF

DATE SOLD:
SALES PERSON:
DESIGNER:
CUSTOMER:

SHEET
002

36'-1⅛"

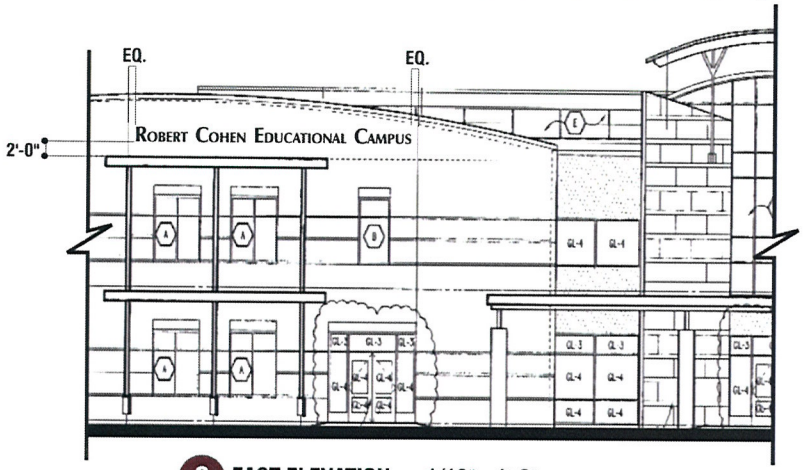
2'-0" 1'-4"

ROBERT COHEN EDUCATIONAL CAMPUS

C ILLUM REV CHANNEL LETTERS 3/8" = 1'-0"

(1) SET REQ'D.

SCOPE OF WORK:
MFG & INSTALL REV CHANNEL LETTERS PAINTED SEMI-GLOSS BLACK. ILLUMINATE w/ 6500 SNOW-WHITE NEON. ~ LETTERS TO BE PEG-OFF 1½" FOR HALO EFFECT.



3 EAST ELEVATION 1/16"=1'-0"

FIELD SURVEY REQUIRED BEFORE MANUFACTURING

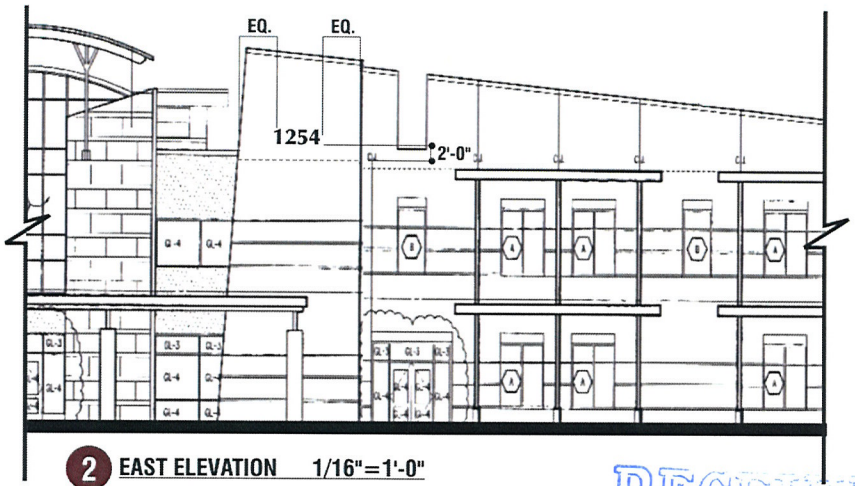
6'-0"

2'-0" **1254**

D ILLUM REV CHANNEL LETTERS 3/8" = 1'-0"

(1) SET REQ'D.

SCOPE OF WORK:
MFG & INSTALL REV CHANNEL LETTERS PAINTED SEMI-GLOSS BLACK. ILLUMINATE w/ 6500 SNOW-WHITE NEON. ~ LETTERS TO BE PEG-OFF 1½" FOR HALO EFFECT.



2 EAST ELEVATION 1/16"=1'-0"

VAR-37627
04/22/10 PC

RECEIVED
MAR 09 2010

DESERT TORAH ACADEMY

1254 VISTA DRIVE

REV CHANNEL LETTERS, & ADDRESS #

VISION SIGN INC.
6630 Arroyo Springs Street Suite 600
Las Vegas, NV 89113
Phone: 702-895-7474

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NV CONTRACTOR LICENSE #42776

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JOB NO	13692
DATE	12.22.2009
DRAWN	DERRICK
SALES	DENNIS C.
FILE NAME	DESERTTORAHACAD13692.CDR
FOLDER	

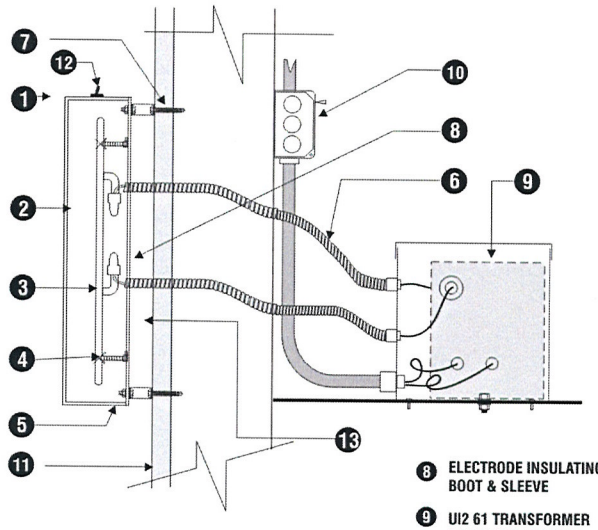
REVISIONS MADE

01-25-10 DN	REVISED ELEVATION
01-28-10 DN	ILLUM LETTERS
02-11-10 DN	REVISE CALL-OUTS

FINAL SIGN-OFF

DATE SOLD:
SALES PERSON:
DESIGNER:
CUSTOMER:

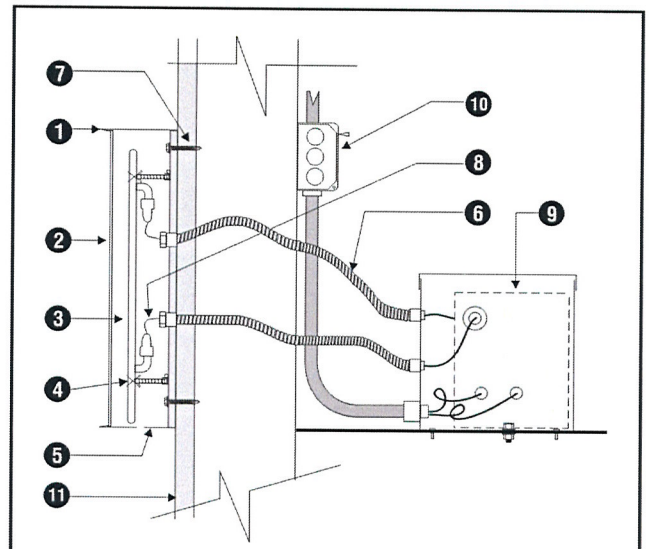
SHEET
003



1. TRIM CAP EDGE
2. 3/16" PLEX FACE
3. NEON TUBING
4. NEON GLASS SUPPORT
5. ALUMINUM CHANNEL
6. 3/4" EMT CONNECT PER (TI) MANUAL.
7. #10 x 2½" DRIVE SCREW (4) MIN PER LTR TO ATTACH TO STUD or STRUCTURE BACKING.
8. ELECTRODE INSULATING BOOT & SLEEVE
9. UI2 61 TRANSFORMER CONTAINED IN METAL COVER
10. JUNCTION BOX
11. BLDG. FASCIA
12. DISCONNECT SWITCH
13. LEXAN BACK

L6 (TYP) REVERSE PAN CHANNEL LTR ATTACHMENT N.T.S.
INSULATING BOOTS AND SLEEVE

This sign is intended to be installed in accordance with the requirements of Article 600 of the 2005 National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.



1. TRIM CAP EDGE
2. 3/16" PLEX FACE
3. NEON TUBING
4. NEON GLASS SUPPORT
5. ALUMINUM CHANNEL w/ DRAIN HOLE
6. 3/4" EMT CONNECT PER (TI) MANUAL.
7. #10 x 2½" DRIVE SCREW (4) MIN PER LTR TO ATTACH TO STUD or STRUCTURE BACKING.
8. ELECTRODE INSULATING BOOT & SLEEVE - GTO
9. UI2 61 TRANSFORMER CONTAINED IN METAL COVER
10. JUNCTION BOX
11. BLDG. FASCIA

L7 (TYP) PAN CHANNEL LETTER ATTACHMENT N.T.S.
INSULATING BOOTS AND SLEEVE

This sign is intended to be installed in accordance with the requirements of Article 600 of the 2005 National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

VAR-37627
04/22/10 PC

RECEIVED
MAR 09 2010

DESERT TORAH ACADEMY

1254 VISTA DRIVE

DETAIL PAGE

VISION SIGN INC.
6630 Arroyo Springs Street Suite 600
Las Vegas, NV 89113
Phone: 702-895-7474

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NV CONTRACTOR LICENSE #42776

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JOB NO	13692
DATE	12.22.2009
DRAWN	DERRICK
SALES	DENNIS C.
FILE NAME	DESERTTORAHACAD13692.CDR
FOLDER	

REVISIONS MADE

01-25-10 DN	REVISED ELEVATION
01-28-10 DN	ILLUM LETTERS

FINAL SIGN-OFF

DATE SOLD:
SALES PERSON:
DESIGNER:
CUSTOMER:

SHEET
003a

VAR-37627 - APPLICANT/OWNER: CHABAD OF SOUTHERN NEVADA, INC.
1312 VISTA DRIVE AND 1261 ARVILLE STREET

03/18/10

VAR-37627 - APPLICANT/OWNER: CHABAD OF SOUTHERN NEVADA, INC.
1312 VISTA DRIVE AND 1261 ARVILLE STREET

03/18/10

VAR-37627 - APPLICANT/OWNER: CHABAD OF SOUTHERN NEVADA, INC.
1312 VISTA DRIVE AND 1261 ARVILLE STREET

03/18/10

VAR-37627 - APPLICANT/OWNER: CHABAD OF SOUTHERN NEVADA, INC.
1312 VISTA DRIVE AND 1261 ARVILLE STREET

03/18/10

VISION SIGN INC.
6630 Arroyo Springs Street Suite 600 • Las Vegas, NV 89113
Phone: (702) 895-7474
Fax: (702) 895-7444

February 11, 2010

Justification Letter

We are proposing (1) double faced internally illuminated monument sign measuring approximately 6'-3" x 8' (50 sq.ft).
This is within the code as there is an allowance for 1 freestanding institutional sign per street frontage and falls within the sq. footage and height requirements. The monument sign will have a 5' setback.

We are also proposing (1) set of 2' tall reverse pan channel illuminated letters with the name of the campus. The total square footage of these letters is approximately 72 sq. ft where 2 sq. ft is per code. The letters will have a "halo glow" and are not typical shopping center style letters.

We are also proposing (1) set of 18" tall illuminated pan channel letters identifying the Academy. The total square footage is approximately 56 sq. ft where 2 sq. ft. is allowed. These letters will have a perforated black vinyl that will show black during the day and a soft white light at night.

Along with the above requested signs we are proposing (1) set of 2' tall reverse pan channel address numbers. Address numbers are required by code. The lighting will be with a "halo glow". Total sq. footage is 12 sq. ft.

The campus is 65,000 sq. ft. We are requesting 140 sq. ft of illuminated wall signage where 2 would be allowed. We feel this ratio is within reason.

We would respectfully request your approval on the attached designs.

Best regards,

Dennis Connor
Vision Sign

VAR-37627
04/22/10 PC

RECEIVED
MAR 09 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

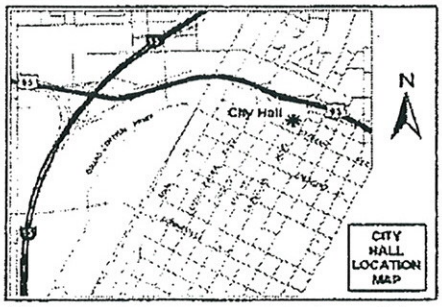
(702) 382-4803

RECEIVED
CITY CLERK

2010 APR 19 P 1:52

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-37627
Planning Commission Meeting of 4/22/2010

Case: VAR-37627
16206502004
LIED FOUNDATION TRUST
3907 W CHARLESTON BLVD
LAS VEGAS NV 89102-1620

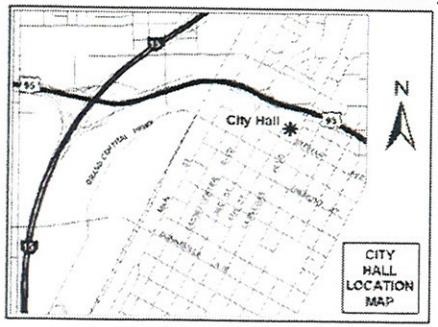
Submitted after final agenda
Date 4/19/10 Item 36

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.

VAR-37627

Planning Commission Meeting of 4/22/2010

Case: VAR-37627

16206610001
ARVILLE-BOULDER L L C
%I ROBERTS TRS
5236 BABCOCK AVE
NORTH HOLLYWOOD CA 91607-2302

RECEIVED
APR 19 2010

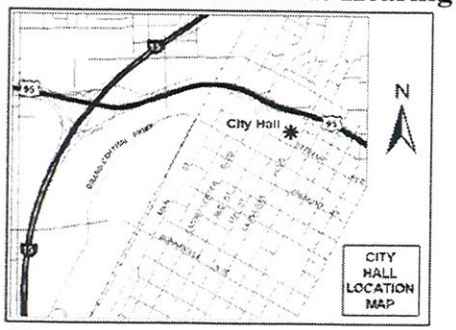
Submitted after final agenda
Date 4/22/10
Item 39

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
02 1M
0004279218
$ 00.41⁴
APR09 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-37627
Planning Commission Meeting of 4/22/2010

Case: VAR-37627
13931411018
MOORE OVID A & EDNA E TRUST
P O BOX 26627
LAS VEGAS NV 89126-0627

RECEIVED
APR 14 2010

Submitted after final agenda
Date 4/22 PC
Item 36 A

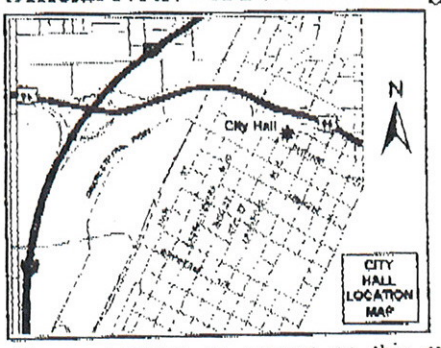
[redacted]

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.

VAR-37627
Planning Commission Meeting of 4/22/2010

Case: VAR-37627
16206610041
PITTERMAN ARTHUR B & SHARI J
1706 BEARDEN DR
LAS VEGAS NV 89106-4107

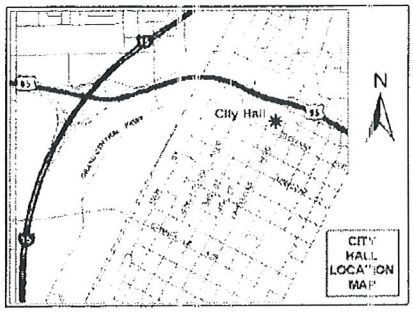
[redacted]

RECEIVED
APR 16 2010

Submitted after final agenda
Date Item 30A

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-37627

Planning Commission Meeting of 4/22/2010

Case: VAR-37627
16206216010
CHABAD SOUTHERN NEVADA INC
1261 S ARVILLE ST
LAS VEGAS NV 89102-1600

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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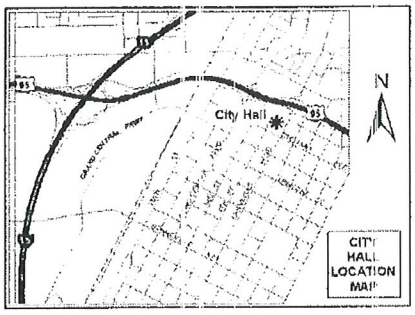
APR 13 2010

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-37276 & VAR-37277

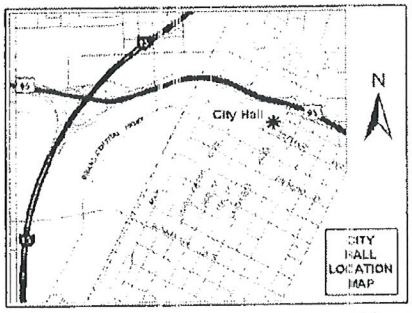
Planning Commission Meeting of 4/22/2010

Case: VAR-37276
16206510011
CHABAD SOUTHERN NEVADA INC
1261 S ARVILLE ST
LAS VEGAS NV 89102-1600

33, 34, 36
A

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-37627
Planning Commission Meeting of 4/22/2010

Case: VAR-37627
16206510017
CHABAD SOUTHERN NEVADA INC
1254 VISTA DR
LAS VEGAS NV 89102-1610

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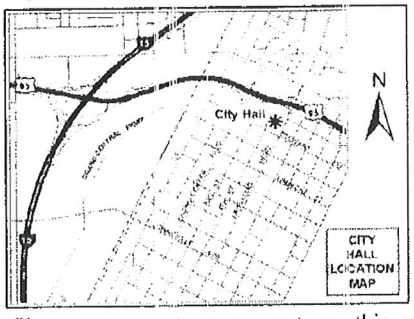
APR 13 2010

36A

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-37627

Planning Commission Meeting of 4/22/2010

Case: VAR-37627

16206610009
Y & D FAMILY TRUST
4211 MOUNTAIN VIEW BLVD
LAS VEGAS NV 89102-3815

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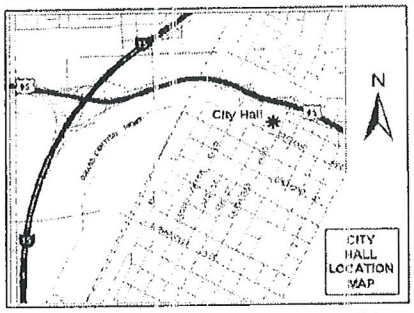
APR 13 2010

36A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-36050 & SDR-37579

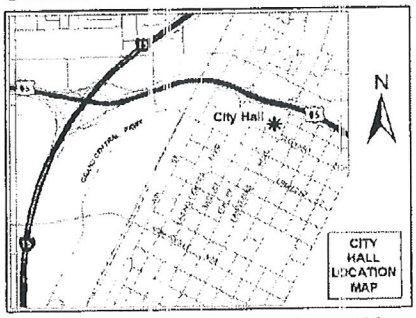
Planning Commission Meeting of 4/22/2010

Case: SDR-36050

16206610005
MORRIS TRUST
4210 MOUNTAIN VIEW BLVD
LAS VEGAS NV 89102-3811

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.

VAR-37627

Planning Commission Meeting of 4/22/2010

RECEIVED
APR 13 2010

Case: VAR-37627

16206610005
MORRIS TRUST
4210 MOUNTAIN VIEW BLVD
LAS VEGAS NV 89102-3811

35,36,37
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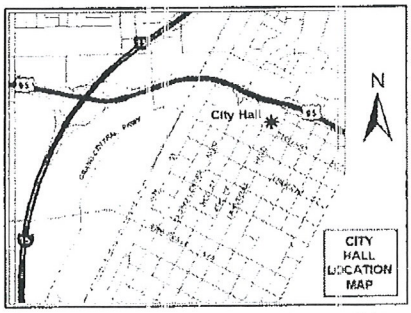
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-36050 & SDR-37579

Planning Commission Meeting of 4/22/2010

Case: SDR-36050

16206501004
CHABAD SOUTHERN NEVADA INC
%S HARLIG
1254 VISTA DR
LAS VEGAS NV 89102-1610

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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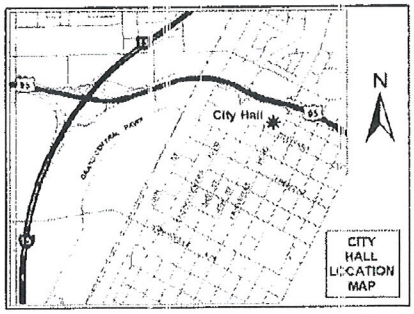
APR 13 2010

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-37627

Planning Commission Meeting of 4/22/2010

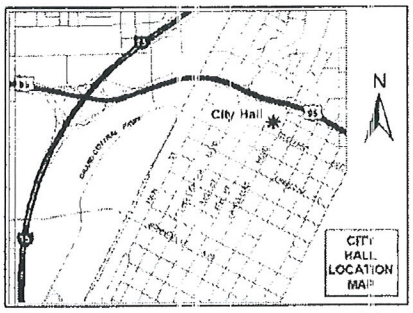
Case: VAR-37627

16206501004
CHABAD SOUTHERN NEVADA INC
%S HARLIG
1254 VISTA DR
LAS VEGAS NV 89102-1610

35, 36, 37
A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-36050 & SDR-37579

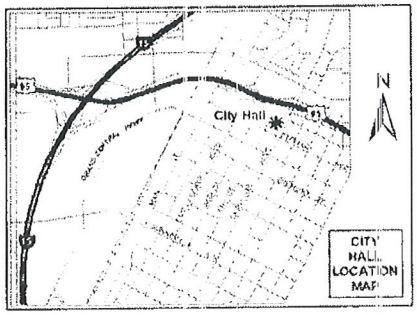
Planning Commission Meeting of 4/22/2010

Case: SDR-36050
16206510011
CHABAD SOUTHERN NEVADA INC
1261 S ARVILLE ST
LAS VEGAS NV 89102-1600

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

RECEIVED
APR 13 2010

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-37627

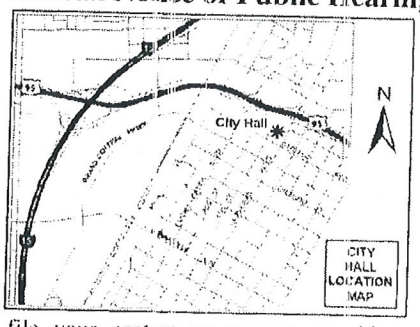
Planning Commission Meeting of 4/22/2010

Case: VAR-37627
16206510034
CHABAD SOUTHERN NEVADA INC
1261 ARVILLE ST
LAS VEGAS NV 89102-1600

35,36,37
A

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-37276 & VAR-37277

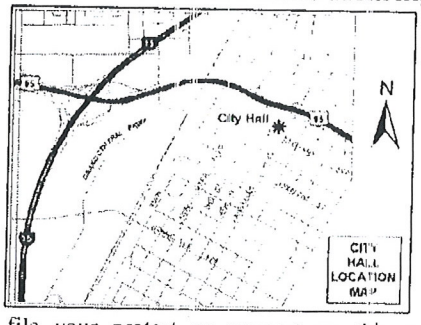
Planning Commission Meeting of 4/22/2010

Case: VAR-37276

16206510012
PEREG ZOHAR
1119 OCEAN PKWY
BROOKLYN NY 11230-4052

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-37627

Planning Commission Meeting of 4/22/2010

RECEIVED
APR 14 2010

Case: VAR-37627

16206510012
PEREG ZOHAR
1119 OCEAN PKWY
BROOKLYN NY 11230-4052

33, 34, 36
A

City of Las Vegas Agenda Item No.: **60.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JUNE 2, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:

SDR-37579 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT/OWNER: CHABAD OF SOUTHERN NEVADA, INC. - Request for a Major Amendment to a previously approved Site Development Plan Review (SDR-18342) FOR A PRIVATE SCHOOL TO REMOVE 15 REQUIRED TREES FROM THE LANDSCAPE BUFFER ALONG A PORTION OF THE WEST PERIMETER on 4.04 acres at 1312 Vista Drive and 1261 Arville Street (APNs 162-06-501-004 and 162-06-510-017), P-R (Professional Office and Parking) and R-E (Residential Estates) Zones, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL.

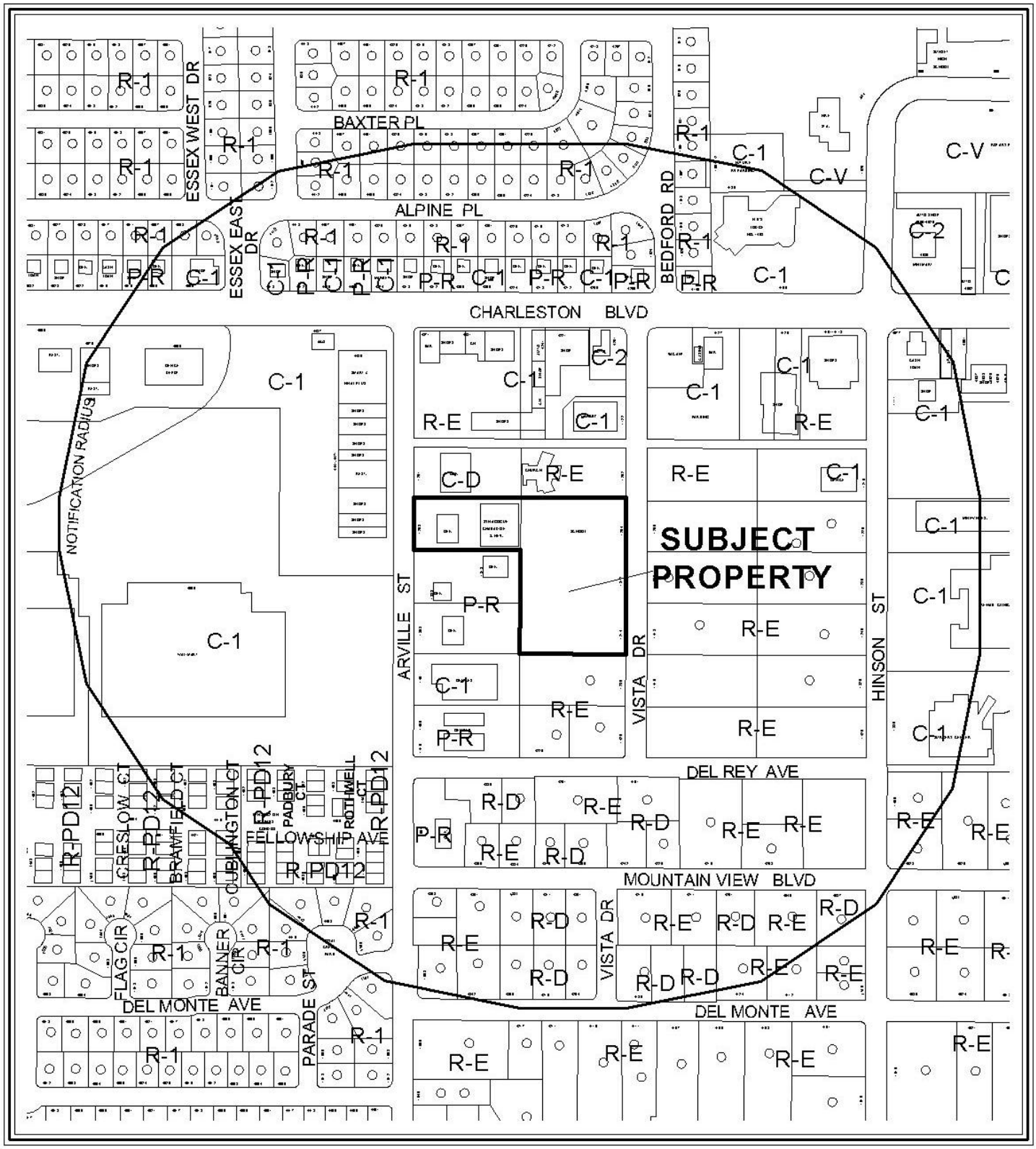
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**4**	**Planning Commission Mtg.**	**10**
City Council Meeting	**0**	**City Council Meeting**	**0**

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
3. Supporting Documentation
4. Photos
5. Justification Letter



0 300 600 Feet

CASE: **SDR-37579**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

N

0 300 600 Feet

CASE: **SDR-37579**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JUNE 2, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: CHABAD SOUTHERN NEVADA, INC.

** STAFF RECOMMENDATION(S) **

Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL, subject to conditions:

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SDR-37579	Staff recommends DENIAL.	N/A

** CONDITION(S) **

SDR-37579 CONDITIONS

Planning and Development

1. Conformance to the conditions for Site Development Plan Review (SDR-18342).

2. This amendment to Site Development Plan Review (SDR-18342) shall be exercised upon final approval of the building permits, which have already been issued for the principal building on the site.

3. All development shall be in conformance with the site plan, date stamped 03/04/10, except as amended by conditions herein.

4. A revised technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted to update the existing building permit prior to issuance of a Certificate of Occupancy. 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: The previously approved 15 trees shall be located elsewhere on the site subject to the approval of the Planning Development staff.

5. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

6. Site development to comply with all applicable conditions of approval for Site Development Plan Review SDR-18342 and all other applicable, subsequent site-related actions.

** STAFF REPORT **

PROJECT DESCRIPTION

This request is to amend the previously approved Site Development Plan Review (SDR-18342) to remove 15 trees from a landscape buffer required along a portion of the west perimeter at 1312 Vista Drive. There is a utility easement along the west perimeter that includes the landscape buffer area. The applicant wishes to remove the trees only from this buffer area to facilitate drainage and to prevent any conflict with overhead power lines; required shrubs would still be planted in conformance with the landscape plan that was previously approved. Staff is recommending denial as the trees will not negatively affect drainage of the site or adjacent sites, and there are trees that could be planted that would not interfere with the power lines. If denied, the site shall be developed in conformance with the approved Site Development Plan Review (SDR-18342).

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
06/22/78	The Board of Zoning Adjustment approved a request for a Variance (V-0049-78) to allow a 5-foot high wrought iron fence in the front yard setback area at 1254 Vista Drive.
10/24/85	The Board of Zoning Adjustment denied a request for a Variance (V-0100-85) to allow a proposed Commercial Child Care facility at 1254 Vista Drive.
10/24/91	The Board of Zoning Adjustment approved a request for a Special Use Permit (U-0256-91) to allow a proposed Synagogue with a Child Care use at 1254 Vista Drive.
08/17/94	The City Council approved a Rezoning (Z-0057-94) from R-E (Residence Estates) to P-R (Professional Office and Parking) at 1253 Arville Street. The Planning Commission recommended approved the request.
07/25/95	The Board of Zoning Adjustment approved a request for a Plot Plan and Elevation Review [U-0085-95(1)] for a proposed 7,700 square-foot two story off-site church related school at 1253 Arville Street.
03/26/98	The Planning Commission struck a request from the agenda for a Site Development Plan Review [Z-57-94(1)] for a proposed 11,959 square foot synagogue at 1261 Arville Street. This item was replaced with a Variance (V-0013-98) at the Planning Commission's discretion.
04/14/98	The Board of Zoning Adjustment approved a request for a Variance (V-0013-98) to allow a 10-foot rear yard setback where 15 feet is required; and an 11,959 square-foot building where 10,000 square feet is the maximum allowed on property located at 1261 Arville Street. NOTE: This application replaced Z-57-94(1).

SG

08/15/01	The City Council denied a request for a Special Use Permit and a Site Development Plan Review (U-0065-01) which includes a reduction in the amount of required perimeter and parking lot landscaping for a proposed 4,893 square-foot church complex located at 1214 Vista Drive. The Planning Commission also recommended denial of the request.
08/09/07	The Planning Commission tabled a request for a Variance (VAR-22086) to allow a 23-foot setback where residential adjacency standards require an 87-foot setback and to allow a 44-foot building height where a 35-foot building height is the maximum allowed for a proposed 84,276 square-foot private school adjacent to the west side of Vista Drive, approximately 530 feet south of Charleston Boulevard.
01/09/08	The City Council approved a request for a Site Development Plan Review (SDR-18342) for a proposed 84,276 square-foot, 44-foot tall Private School and a Waiver of the Perimeter Landscape Buffer requirements to allow no landscaping along the north and east property lines and along portions of the south and west property lines where a minimum eight-foot wide buffer is required adjacent to the west side of Vista Drive, approximately 530 feet south of Charleston Boulevard. Note: This application has been amended to be a 77,881 square-foot, 35-foot high Private School with no landscape Waiver requested. The Planning Commission and Staff recommended approval of the request.
04/22/10	The Planning Commission (5-0 vote) recommended APPROVAL of companion items VAR-37276, VAR-37277, SDR-36050, VAR-37627 and SDR-37569 concurrently (PC Agenda Item 33-37/sg).
Related Building Permits/Business Licenses	
06/30/09	A Building Demolition Dust Control permit (#142464) was issued for three detached structures at 1312 Vista Drive. The building permit was finalized on 07/31/09
07/15/09	A Building Permit (#143557) was issued for a Construction Trailer at 1312 Vista Drive. The building permit was finalized on 08/28/09
07/24/09	A Building Permit (#143882) was issued for Sprinklers for a Temporary Construction Trailer at 1312 Vista Drive. The building permit was finalized on 08/28/09
08/21/09	A Building Permit (#146017) was issued for early grading at 1312 Vista Drive. The building permit has not received a final inspection.
09/18/09	A Building Permit (#128454) was issued for a Private School at 1312 Vista Drive. The building permit has not received a final inspection.
	A Building Permit (#128456) was issued for On-Site Improvements and Hardscapes at 1312 Vista Drive. The building permit has not received a final inspection.
	A Building Permit (#128457) was issued for a Trash Enclosure at 1312 Vista Drive. The building permit has not received a final inspection.

Pre-Application Meeting	
02/18/10	A pre-application meeting was held to discuss the submittal requirements for a major amendment to an existing Site Development Plan Review.
Neighborhood Meeting	
A neighborhood meeting was neither required nor held for this request.	

Field Check	
03/24/10	A field check was conducted by staff. The site is under construction for a private school previously approved via SDR-18342.

Details of Application Request	
Site Area	
Net Acres	4.04

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Proposed Private School – per (SDR-18342)	R (Rural Density Residential)	R-E (Residence Estates)
North	Church	R (Rural Density Residential)	R-E (Residence Estates)
South	Single-Family Residence	R (Rural Density Residential)	R-E (Residence Estates)
East	Undeveloped	R (Rural Density Residential)	R-E (Residence Estates)
	Single-Family Residence	R (Rural Density Residential)	R-E (Residence Estates)
	Single-Family Residence	R (Rural Density Residential)	R-E (Residence Estates)
West	Synagogue	SC (Service Commercial)	P-R (Professional Office and Parking)
	Office	SC (Service Commercial)	P-R (Professional Office and Parking)
	Office	SC (Service Commercial)	P-R (Professional Office and Parking)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan		X	NA
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts			
A-O Airport Overlay District (175 & 200 Feet)	X		Y
Trails		X	NA
Rural Preservation Overlay District	X		Y
Development Impact Notification Assessment		X	NA
Project of Regional Significance		X	NA

DEVELOPMENT STANDARDS

Pursuant to Title 19.12 and previously approved SDR-18342, the following standards apply:

Landscaping and Open Space Standards				
Standards	*Required*		*Proposed*	*Compliance*
	Ratio	*As Approved By SDR-18342*		
Buffer: West	1 Tree / 20 Linear Feet	15 Trees	Zero	N
Min. Zone Width	8 Feet		8 Feet	Y

ANALYSIS

This request is to amend the previously approved Site Development Plan Review (SDR-18342) to remove 15 trees from a landscape buffer required along a portion of the west perimeter at 1312 Vista Drive. There is a utility easement along the west perimeter that includes the landscape buffer area. The applicant wishes to remove the trees only from this buffer area to facilitate drainage and to prevent any conflict with overhead power lines; required shrubs would still be planted in conformance with the landscape plan that was previously approved. Staff is recommending denial as the trees will not negatively affect drainage of the site or adjacent sites, and there are trees that could be planted that would not interfere with the power lines, as recommended in the "Right Tree, Right Place" brochure that is available on the website for Nevada Energy (http://www.nvenergy.com/brochures_arch/RightTreeRightPlace.pdf). Recommended varieties of trees include Dwarf Alberta Spruce, Moonlight Broom, Dogwood and Crabapple.

Civil Improvement drawings were approved on September 2, 2009 and permits were issued on September 3, 2009 for Vista Drive and all other public Improvements relating to this project. Building permits were issued for the principal building September 18, 2009, exercising the previous Site Development Plan Review (SDR-18342). As a result, this amended Site Development Plan Review will be considered to be exercised upon final approval.

FINDINGS

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 amendment to remove the required trees is not compatible with adjacent development in the area.

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 amendment is not consistent with the planting requirements of Title 19.12.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   Site access and circulation will not change from the previous approval.

4. **Building and landscape materials are appropriate for the area and for the City;**

   Building materials will not change from the previous approval. The removal of required landscape planting materials is not appropriate for the area or for the City.

5. **Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;**

   Building elevations and design characteristics will not change from the previous approval.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   The site will be subject to inspections and licensing and will not endanger the public health or the general welfare. Appropriate measures have been provided in the design of the drop-off areas and campus layout that will ensure that the students' and neighbors' general health, safety, and welfare are sustained.

PLANNING COMMISSION ACTION
The Planning Commission amended condition #4 to require the requested trees to be relocated elsewhere on site to which the applicant agreed.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 21

NOTICES MAILED 234 (By City Clerk)

APPROVALS 10

PROTESTS 4

SG

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: SDR-37579 \PN: _____

Name of Property Owner: CHABAD OF SOUTHERN NEVADA

Name of Applicant: Yehoshua HARLIG

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: _____

Print Name: Yehoshua Harlig

Subscribed and sworn before me

This 3 day of March, 2010

_____

Notary Public in and for said County and State

Notary Public - State of Nevada
County of Clark
PATRICIA RAMSTETTER
My Appointment Expires
May 17, 2012
No: 96-2718-1

RECEIVED
MAR 04 2010

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: MAJOR PLAN AMENDMENT

Project Address (Location) 1254 VISTA DRIVE

Project Name DESERT TORAH ACADEMY Proposed Use SCHOOL

Assessor's Parcel #(s) 162-06-501-004 Ward # 1

General Plan: existing SC & R proposed ____ Zoning: existing R-E proposed ____

Commercial Square Footage ____ Floor Area Ratio ____

Gross Acres 3.0 Lots/Units N/A Density N/A

Additional Information ____

PROPERTY OWNER CHABAD OF S. NEV. Contact BILL ROBERTS

Address 1261 ARVILLE ST. Phone: 259-0770 Fax: 877-4700

City LAS VEGAS State NV. Zip 89102

E-mail Address CHABAD LV. @ AOL.COM

APPLICANT CHABAD OF S. NEV. Contact BILL ROBERTS

Address 1261 ARVILLE ST. Phone: 259-0770 Fax: 877-4700

City LAS VEGAS State NV. Zip 89102

E-mail Address CHABAD LV. @ AOL.COM

REPRESENTATIVE BILL ROBERTS SAME

Address 1871 HOLLYWELL ST. Phone: 418-4721 Fax: 877-4700

City LAS VEGAS NV. State NV. Zip 89135

E-mail Address BILLYKINGMANAZ@YAHOO.COM

Property Owner Signature* ____

*An authorized agent may sign in lieu of the property owner for Land Maps, Telephone Maps, and Parcel Maps

Print Name Yehoshua Harlig

Subscribed and sworn before me [signature]

This 7th day of January, 2010

Notary Public in and for said County and State

RECEIVED MAR 04 2010

Revised 10/27/08

Notary Public - State of Nevada
County of Clark
PATRICIA RAMSTETTER
My Appointment Expires
May 17, 2012
No: 96-2718-1

FOR DEPARTMENT USE ONLY

Case #	SDR-37579
Meeting Date:	4/22/10
Total Fee:	1030.00
Date Received:*	03/04/10
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.

f:\depot\Application Packet\Application Form.pdf

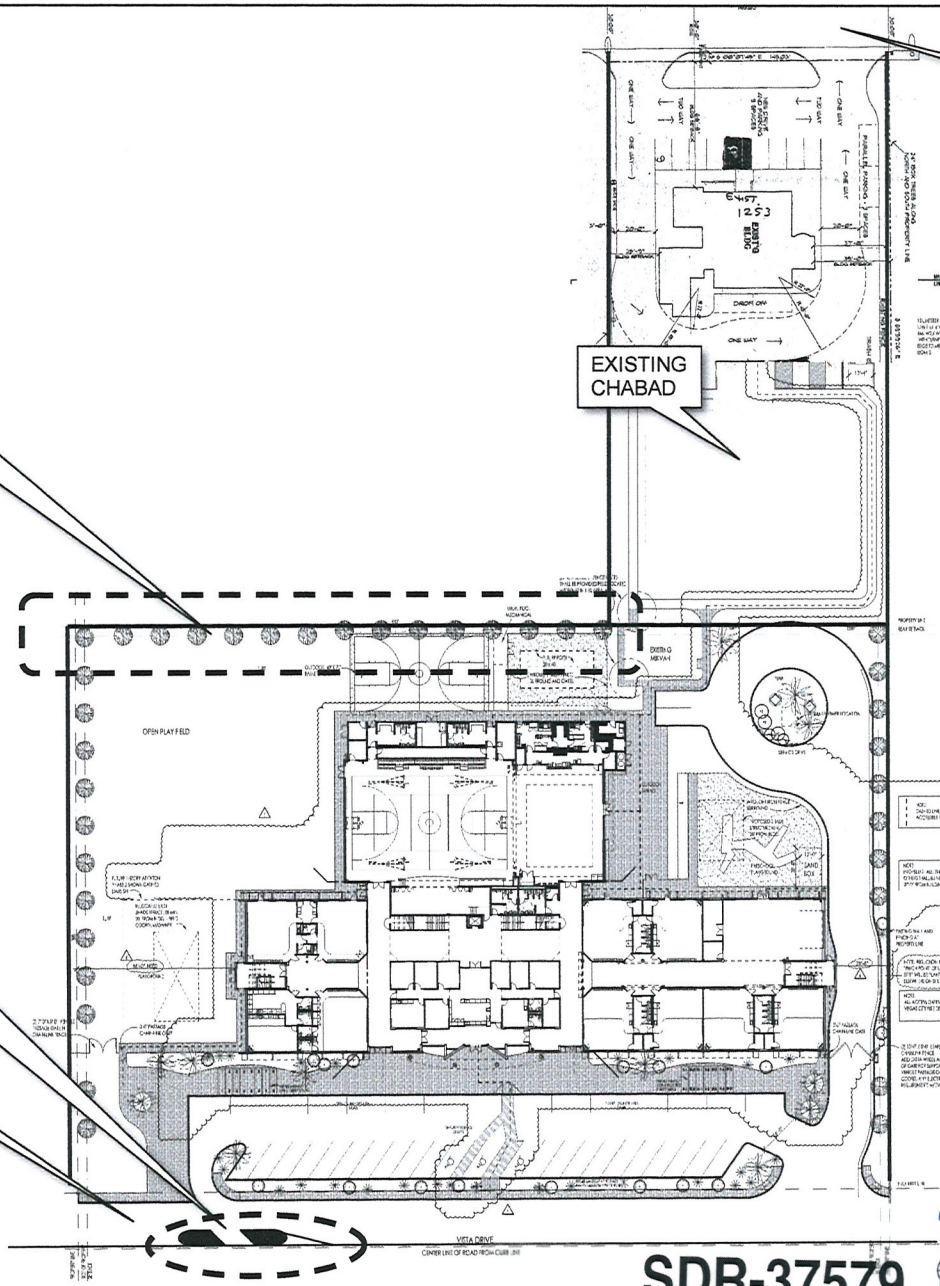
MAJOR PLAN AMENDMENT
Removal of Proposed Trees along West Property Line within a 10' Wide Public Utility & Cross Access Drainage Easement, furthermore General Commercial Adjacent to the west along Arville Street

REVIEW OF CONDITION
Request to Remove Proposed Median Island in Vista Drive

VISTA DRIVE

ARVILLE STREET

EXISTING CHABAD



SITE INFORMATION

VICINITY MAP

Site Vicinity Map

Fire Turning Radius

Typical Parking Spaces

TMP ASSOCIATES INC

Perlman

October 31, 2009

PROJECT TITLE
Desert Torah Academy

Chabad of Southern Nevada, Las Vegas

SHEET TITLE
Architectural Site Plan

DATE
DRAWN
CHECKED
APPROVED

PROJECT NO.
06136

SHEET NO.
A5.1

ARCHITECTURAL SITE PLAN

SDR-37579
04/22/10 PC

RECEIVED
MAR 04 2010

SDR-36579 – APPLICANT/OWNER: CHABAD OF SOUTHERN NEVADA, INC.
1312 VISTA DRIVE AND 1261 ARVILLE STREET

03/18/10

SDR-36579 – APPLICANT/OWNER: CHABAD OF SOUTHERN NEVADA, INC.
1312 VISTA DRIVE AND 1261 ARVILLE STREET

03/18/10

SDR-36579 – APPLICANT/OWNER: CHABAD OF SOUTHERN NEVADA, INC.
1312 VISTA DRIVE AND 1261 ARVILLE STREET

03/18/10

SDR-36579 – APPLICANT/OWNER: CHABAD OF SOUTHERN NEVADA, INC.
1312 VISTA DRIVE AND 1261 ARVILLE STREET

03/18/10

WJR
Consulting Services, LLC
Land Acquisition & Development Services

January 20, 2010

City of Las Vegas Planning Department
731 S. 4th Street
Las Vegas, NV 89101
Ph: (702) 229-6301

RE: DESERT TORAH ACADEMY (SDR-18342) MAJOR PLAN AMENDMENT / REVIEW OF CONDITION

Gentlemen:

MAJOR PLAN AMENDMENTS

The sole purpose for this request is to allow for the Removal of the Proposed Trees along the west Property Line as the property directly to the west along Arville Street is General Commercial so we feel that the need for Trees / Buffering along the West Property Line is not justified being that that there is no impact to existing commercial. Furthermore there is a 10' Cross-Access Drainage and Utility Easement so having Trees located under existing Overhead Power, Telephone and CATV will create a maintenance issue in the future. Lastly having Trees within the Cross-Access Drainage Easement can restrict the existing drainage from the west, east through the site as proposed on the Approved Grading and Drainage Plan.

REVIEW OF CONDITION

The sole purpose for this request would allow for the Removal of the Proposed Median in Vista Drive as it creates a cross-access conflict to the existing residential on the east side of Vista Drive, furthermore being that the Proposed Median creates a narrowing effect for southbound traffic on Vista Drive thus raising the concern that vehicles traveling south on Vista Dive, if they don't see the Proposed Median or veer to the right / west may or could strike a pedestrian or child who may be present on along the west sidewalk within the right-of-way. We feel that the Proposed Median creates a safety concern.

We respectfully request your approval of our requests as noted herein. If you have any questions please feel free to contact me at (702) 418-4721

Sincerely,

Bill Roberts

WJR Consulting Services, LLC

339 Hollins Hall Street, Las Vegas, NV 89145,, Phone: (702) 418-4721
Email: billykingmanaz@yahoo.com

RECEIVED
MAR 04 2010

SDR-37579
04/22/10 PC

City of Las Vegas Agenda Item No.: **61.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 2, 2010

SUBJECT:
SET DATE ON ANY APPEALS FILED OR REQUIRED PUBLIC HEARINGS FROM THE CITY PLANNING COMMISSION MEETINGS AND DANGEROUS BUILDING OR NUISANCE/LITTER ABATEMENTS

City of Las Vegas Agenda Item No.: **62.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 2, 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.: **63.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 2, 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