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 16, 2010**

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

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

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

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

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

## CEREMONIAL MATTERS

1. CALL TO ORDER
2. ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
3. INVOCATION – DOCTOR JOEL MENCHACA, AMISTAD CRISTIANO CHURCH
4. PLEDGE OF ALLEGIANCE
5. RECOGNITION OF THE EMPLOYEE OF THE MONTH
6. RECOGNITION OF THE TOP ENTRIES FROM THE 2010 HELLDORADO PARADE
7. RECOGNITION OF THE SOUTHERN NEVADA HISPANIC EMPLOYMENT PROGRAM YOUTH COUNCIL
8. RECOGNITION OF THE NEVADA LATINO PEACE OFFICERS ASSOCIATION
9. RECOGNITION OF AUSTIN DAIGLE FOR EXCELLENT SPORTSMANSHIP

## BUSINESS ITEMS - MORNING

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

11. Approval of the Final Minutes by reference of the Special Joint City Council Redevelopment Agency Meeting of May 18, 2010 and the regular City Council meeting of May 19, 2010

## CONSENT AGENDA

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

### ADMINISTRATIVE - CONSENT

12. Approval of the ratification of the Commission for the Las Vegas Centennial funding allocation of $300,000 for tenant improvements and hazardous material abatement at the Las Vegas Museum of Organized Crime and Law Enforcement located at 300 Stewart Avenue - Ward 5 (Barlow)

13. Approval for City Parkway V, Inc., to fund a Symphony Park Marketing Budget for Fiscal Year 2011 by Newland Real Estate Group, LLC, formerly known as Newland Communities, LLC, for Symphony Park, located at 100 South Grand Central Parkway, and City Parkway V, Inc.'s, authorization of Newland Real Estate Group, LLC, to spend said project budget on its behalf (APNs 139-33-511-008 to 010, 139-33-610-025 to 027, 139-34-110-005 to 011, 139-34-211-001 and 139-34-211-002 ($305,140 - City Parkway V, Inc., FY 2011 Operating Budget) - Ward 5 (Barlow)

### ADMINISTRATIVE SERVICES - CONSENT

14. Approval of the ratification of Teresa Sivils in a Council support position as the Executive Assistant (under filled as Administrative Secretary) for Ward 3 ($38,773 annual salary/$14,269 benefits - General Fund) - Ward 3 (Reese)

15. Approval of a Memorandum of Understanding between the City of Las Vegas and Green Chips to sub award $200,000 for the establishment of a revolving loan fund for energy efficient retrofits as part of the Energy Efficiency and Conservation Block Grant (EECBG) through the American Recovery and Reinvestment Act (ARRA) of 2009 - All Wards

16. Approval of a Memorandum of Understanding between the City of Las Vegas and HomeFree Nevada to sub award $100,000 for a Home Performance with ENERGY STAR energy audit and retrofit rebate program as part of the Energy Efficiency and Conservation Block Grant (EECBG) through the American Recovery and Reinvestment Act (ARRA) of 2009 - All Wards

17. Approval of an amendment to an agreement between the City of Las Vegas and Green Chips to modify project terms and the allowable cost thresholds of a pilot program for energy audits and retrofits for low income households and non-profit organizations - All Wards

### FINANCE & BUSINESS SERVICES - ADMINISTRATION CONSENT

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

19. Approval of transfer of FY2010 Budget Appropriations for the City of Las Vegas General Fund

20. Approval of transfer of FY2010 Budget Appropriations for the City of Las Vegas Public Works Capital Projects Fund

21. Approval of transfer of FY2010 Budget Appropriations for the City of Las Vegas Municipal Golf Enterprise Fund

22. Approval of transfer of FY2010 Budget Appropriations for the City of Las Vegas Automotive Services Internal Service Fund

23. Approval of transfer of FY2010 Budget Appropriations for the City of Las Vegas Housing & Urban Development Special Revenue Fund

**FINANCE & BUSINESS SERVICES - BUSINESS SERVICES CONSENT**

24. Approval of an extension of a Temporary Beer/Wine/Cooler Off-sale License for a Change of Business Name and Change of Ownership, From: Mighty Mart, Inc., dba Mighty Mart, To: Bells Market, LLC, dba Bells Market II, 515 East Oakey Boulevard, Naseem Shoshani, Mgr and James Shoshani, Mgr, 100% jointly with spouse - Ward 3 (Reese)

25. Approval of a new Beer/Wine/Cooler On-sale License, Maricarmen Soria, dba Casa Tlaquepaque, 4800 East Bonanza Road, Suite 9, Maricarmen Soria, Owner, 100% - Ward 3 (Reese)

26. Approval of a Change of Ownership for a Package License subject to Health Dept. regulations, From: Senip CVS LLC, To: Warm Springs Road CVS LLC, dba CVS Pharmacy 2990, 6391 West Lake Mead, Thomas Moffatt, Pres, Secy, Treas, Carol DeNale, VP, Linda Cimbron, Asst Secy, Melanie Luker, Asst Secy, CVS Pharmacy, Inc., Managing Mmbr, 100%, CVS Caremark Corporation - Ward 5 (Barlow)

27. Approval of an extension of a Temporary Tavern License for a Change of Business Name and Change of Ownership, From: JoJo, Inc., dba Spanky's Pub (Non-operational), To: Krowmaet Partners, LLC, dba Choices, 6720 West Cheyenne Avenue, Julie Rubino, Managing Mmbr, 50% and Gerald Goscicki, Mgr, 50% - Ward 4 (Anthony)

28. Approval of a Change of Business Name and Change of Ownership for a Tavern License, From: JRD Enterprises, LLC, dba Club Diamond, To: Nevada Restaurant Services, Inc., dba Dotty's 56, 840 North Decatur Boulevard, Suites D-F, Richard Estey, Pres, Secy, Treas, Dir, 100% - Ward 5 (Barlow)

29. Approval of a new Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, Nevada Restaurant Services, Inc., dba Dotty's 56, 840 North Decatur Boulevard, Suites D-F, Richard Estey, Pres, Secy, Treas, Dir, 100% - Ward 5 (Barlow)

30. Approval of an extension of a Temporary Beer/Wine/Cooler On-sale License for a Change of Ownership, From: Ruben V. Gonzalez DDS, Inc., To: Jose Valderrama, dba La Choza #1, 1520 North Eastern Avenue, Suite 117, Jose Valderrama, Owner, 100% - Ward 3 (Reese)

31. Approval of an extension of a Temporary Beer/Wine/Cooler On-sale License for a Change of Ownership, From: Ruben V. Gonzalez DDS, Inc., To: Jose Valderrama, dba La Choza #2, 1002 North Rancho Drive, Jose Valderrama, Owner, 100% - Ward 5 (Barlow)

32. Approval of a Change of Business Name for a Tavern License subject to Health Dept. regulations, OG Eliades AD LLC, OG Eliades LLC, From: Olympic Garden, To: OG, 1531 South Las Vegas Boulevard, Dolores I. Eliades, Mmbr and Aristotelis A. Eliades, Mmbr, OG Eliades AD LLC, Managing Mmbr, 50% and Dolores I . Eliades, Mmbr, Aristotelis Eliades, Mmbr, and Afroditi J. Eliades-Lestrom, Mmbr, OG Eliades LLC, Mgr, 50% - Ward 3 (Reese)

33. Approval of a Change of Business Name for a Temporary Supper Club License, Dog Bites Back, LLC, dba From: Siena Deli and Restaurant, To: Siena Italian Authentic Trattoria, 9500 West Sahara Avenue, Antonio M. Accornero, Mgr, 100% - Ward 2 (Wolfson)

34. Approval of a Change of Business Name and Change of Ownership for a Tavern License, From: True West Investments, Inc., dba Roadrunner Centennial, To: Stoneys North Forty, LLC, dba Stoneyard (Non-operational), 5990 Centennial Center Boulevard, Harold Gray, Mgr, 49%, Christopher Lowden, Mgr, 49%, and Dean Kajioka, Mmbr, 2% - Ward 6 (Ross)

35. Approval of a Restricted Gaming License subject to confirmation of approval of the Nevada Gaming Commission, Valley View Restaurants, LLC, dba Bounty Hunter, 3540 West Sahara Avenue, Suite E1, Michael A. Saltman, Mgr, 91% and Saltman Family Trust, Mgr, 9%, Michael A. Saltman, Trustee - Ward 1 (Tarkanian)

36. Approval of a Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, Eagle Rock Gaming, db at Choices, 6720 West Cheyenne Avenue - Ward 6 (Ross)

37. Approval of a new Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, Gomil, Inc., dba Molly's Tavern, 1021 South Buffalo Drive, Randy C. Miller, Pres, Dir, 40%, Richard M. Gonzales, Treas, Secy, Dir, 40%, and Randy W. Miller, VP, Dir, 20% - Ward 1 (Tarkanian)

38. Approval of a Non-restricted Gaming License subject to the provisions of the fire code and confirmation of approval by the Nevada Gaming Commission, United Coin Machine Company, db at Moulin Rouge Hotel (formerly), 840 West Bonanza Road - Ward 5 (Barlow)

39. Approval of an extension of a new Temporary Locksmith License and a new Temporary Burglar Alarm Service License, Diversity Electric, LLC, dba Diversity Electric, LLC, 175 North Gibson Avenue, Building 8, Roy Sumida, Managing Mmbr, 33.3%, SheriAnn Sumida, Managing Mmbr, 33.3%, and Bonnie Sumida, Mgr 33.3% - Henderson

40. Approval of an extension of a new Temporary Locksmith License, Kelly Michael Fuller, dba Lock Specialties, 1914 Highland Avenue, Kelly Fuller, Owner, 100% - Ward 3 (Reese)

41. Approval of a Change of Location for a Class II Secondhand Dealer License, Johnny Crowell & John Fondnazio, dba Home Consignment Center, From: 5720 Centennial Center Boulevard, Suite 120, To: 5760 Centennial Center Boulevard, Johnny Crowell, Ptnr, 50% and John Fondnazio, Ptnr, 50% - Ward 6 (Ross)

42. Approval of an extension of a new Class II Secondhand Dealer License, Perdue's Goodie Barn, LLC, dba Perdue's Goodie Barn, LLC, 4460 North Rancho Drive, Suites A-E, Wynona Perdue, Mgr, 100% - Ward 6 (Ross)

43. Approval of a new Wedding Chapel License, Toni Hart / Garry Hart / Larry Hart, dba Hartland Mansion, Museum & Inn Wedding Chapel, 1044 South 6th Street, Toni Hart, Owner, 33.3%, Garry Hart, Owner, 33.3%, and Larry Hart, Owner, 33.3% - Ward 3 (Reese)

**FINANCE & BUSINESS SERVICES - PURCHASING & CONTRACTS CONSENT**

44. Approval of award of Contract No. 100231-CW, COBRA Facilitation Services (including indemnification provisions) - Department of Human Resources - Award recommended to: HR SIMPLIFIED, INC. ($25,000 - Employee Benefits Internal Services Fund)

45. Approval of award of Contract No. 09.15341.23-DC, Design-Build of the Solar Covered Parking - Bid Lot C1, East Las Vegas Community Center and All-American Park located at 250 North Eastern Avenue and 1551 South Buffalo Drive and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: THOR CONSTRUCTION, INC. ($2,116,331 - General Capital Projects Fund) - Wards 2 and 3 (Wolfson and Reese)

46. Approval of award of Contract No. 09.15341.24-DC, Design-Build of the Solar Covered Parking - Bid Lot C2, Mirabelli Community Center, Veterans Memorial Community Center and Ed Fountain Park located at 600 Hargrove Avenue, 101 North Pavilion Center Drive and 1400 North Decatur Boulevard and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: THOR CONSTRUCTION, INC. ($3,511,662 - General Capital Projects Fund) - Wards 1, 2 and 5 (Tarkanian, Wolfson and Barlow)

47. Approval of award of Contract No. 100083-TF, Flow Monitor Services - Department of Public Works - Award recommended to: ADS ENVIRONMENTAL SERVICES ($263,700 - Sanitation Enterprise Fund) - All Wards

48. Approval of award of Agreement No. 100237-TF, Blanket Services Agreement for Traffic and General Engineering Services - Department of Public Works - Award recommended to: ORTH-RODGERS & ASSOCIATES, INC. (Not-to-Exceed $200,000 - Various Funds) - All Wards

49. Approval of award of Agreement No. 100236-TF, Blanket Services Agreement for General Engineering Services - Department of Public Works - Award recommended to: VTN NEVADA (Not-to-Exceed $500,000 - Various Funds) - All Wards

**FIRE & RESCUE - CONSENT**

50. Approval of an Interlocal Agreement between the City of Las Vegas and the Las Vegas Metropolitan Police Department for the use of surplus vehicles by the Las Vegas Fire Department for advanced driver training - All Wards

**LEISURE SERVICES - CONSENT**

51. Approval of State of Nevada Division for Aging Services Administration on Aging Title IIIB grant monies to the Senior Citizens Law Project (SCLP) for providing legal services to rural senior citizens 60 years of age and older throughout Clark County. ($104,704 Grant Revenue - Special Revenue Fund - Match Amount $18,479) - All Wards

**NEIGHBORHOOD SERVICES - CONSENT**

52. Approval of an agreement to allocate $250,000 of HOME Investment Partnership Program funds to Nevada H.A.N.D., Inc. for the construction of Westcliff Heights Apartments located at 8206 Silver Sky Drive – Ward 2 (Wolfson)

**PUBLIC WORKS - CONSENT**

53. Approval of a Sewer Connection agreement with Yuki Trust, Carol I. Delgado, Trustee, owner and Interlocal Contract with Clark County Water Reclamation District (north of Gowan Road, east of Maverick Street, APN 138-11-603-012) - County (near Ward 6 - Ross)

54. Approval of Amendment No. 1 to Agreement No. P-257-08-802 between the City of Las Vegas and the Nevada Department of Transportation to extend the termination date to June 30, 2011 for funding of a Safe Routes to School Program for primary and middle school children - All Wards

55. Approval of an encroachment request from Grove, Inc. on behalf of Metro Sky Pointe, LLC, owner (northwest corner of Sky Pointe Drive and Cimarron Road ) - Ward 6 (Ross)

**RESOLUTIONS - CONSENT**

56. R-42-2010 - Approval of a Resolution confirming that the City Manager or designee is authorized to approve and execute certain documents relating to City owned and Bureau of Land Management leased land use requests - All Wards

57. R-43-2010 - Approval of a Resolution to Augment the City of Las Vegas Fiscal Year 2010 Fiscal Stabilization Special Revenue Fund (SRF) Budget in the amount of $10,000

58. R-44-2010 - Approval of a Resolution to Augment the City of Las Vegas Fiscal Year 2010 Video Production Enterprise Fund (EF) Budget in the amount of $5,480,428

59. R-45-2010 - Approval of a Resolution to Augment the City of Las Vegas Fiscal Year 2010 Communications Internal Service Fund (ISF) Budget in the amount of $1,000,000

60. R-46-2010 - Approval of a Resolution to Augment and Amend the Fiscal Year 2010 Special Revenue Fund budget in the amount of $6,000,000

61. R-47-2010 - Approval of a Resolution to Augment the City of Las Vegas Fiscal Year 2010 Fire Equipment Acquisitions Internal Service Fund (ISF) Budget in the amount of $7,600,000

62. R-48-2010 - Approval of a Resolution to Augment the Fiscal Year 2010 City Facilities Capital Projects Fund Budget in the amount of $20,000,000

## DISCUSSION/ACTION ITEMS

**ADMINISTRATIVE - DISCUSSION**

63. Report from Dr. David Slattery on the Therapeutic Hypothermia Protocol being implemented by the City of Las Vegas Fire & Rescue Department to improve the survival rate of cardiac arrest patients - All Wards

**ADMINISTRATIVE SERVICES - DISCUSSION**

64. Discussion and possible action regarding the consolidation/reorganization report required in Assembly Bill 494, which was passed during the 2009 Session of the Nevada Legislature - All Wards

**CITY ATTORNEY - DISCUSSION**

65. Discussion and possible action regarding a settlement with Cindy Olsen, on behalf of her minor child, regarding personal injury at Garside Pool ($75,000 – General Liability Fund) - Ward 3 (Reese)

**FINANCE & BUSINESS SERVICES - BUSINESS SERVICES DISCUSSION**

66. Discussion and possible action regarding a Six Month Review of a Tavern License, Red Label Bar, Inc., dba Red Label Bar & Lounge, 332 West Sahara Avenue, Nely Petkova, Pres, 100% - Ward 3 (Reese)

67. ABEYANCE ITEM - 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)

68. Discussion and possible action regarding an Appeal of Work Card Denial for Nicole Valencia, db at Macayo Vegas 1, 1741 East Charleston Boulevard - Ward 3 (Reese)

**LEISURE SERVICES - DISCUSSION**

69. Discussion and possible action regarding a proposed program participation fee increase for sports fields, Safekey and seasonal camps for children (estimated $1,132,000 revenue increase) - All Wards

**RESOLUTIONS - DISCUSSION**

70. R-49-2010 - Discussion and possible action regarding a Resolution authorizing the creation of a new fund titled "City of Las Vegas, Nevada Other Post-Employment Benefits Trust Fund" (OPEB) for funding retiree health and welfare benefits; appointment of trustees, approval of Trust Agreement for City of Las Vegas, Nevada OPEB, and providing for other matters properly related thereto

**BOARDS & COMMISSIONS - DISCUSSION**

71. TRAFFIC & PARKING COMMISSION - David Stephen Turner, Term Expires 6/19/2010

**RECOMMENDING COMMITTEE REPORT - DISCUSSION**

**BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING**

72. 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

73. Bill No. 2010-23 – Clarifies that the license fees imposed on a public utility pursuant to LVMC Chapter 6.67 may be collected from a governmental entity that is a customer of the public utility. Proposed by: Bradford R. Jerbic, City Attorney

**NEW BILLS - DISCUSSION**

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

74. Bill No. 2010-24 – Updates the zoning regulations pertaining to shopping centers and malls. (TXT-37401) Sponsored by: Councilman Steve Wolfson

75. Bill No. 2010-25 – Amends the sewer service provisions to adjust the equivalent residential unit classifications for condominiums and apartment houses. Sponsored by: Councilman Steven D. Ross

## CLOSED SESSION

76. 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**

77. 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**

78. Public Hearing and possible action to consider a request for a waiver and/or reduction of fees and/or civil penalties for the property located at 1389 Lawry Avenue in the amount up to $180,796.17. PROPERTY OWNERS: NEW CENTURY HOME EQUITY LOAN TR - Ward 5 (Barlow)

79. Public Hearing and possible action to consider a request for a waiver and/or reduction of fees and/or civil penalties for the property located at 6234 Guadalupe Avenue in the amount up to $105,889.05. PROPERTY OWNERS: HOUSEHOLD FINANCE REALTY CORPORATION OF NEVADA - Ward 5 (Barlow)

80. Public Hearing and possible action to consider a request for a waiver and/or reduction of fees and/or civil penalties for the property located at 1212 Tumbleweed Avenue in the amount up to $15,535.15. PROPERTY OWNERS: MAZAL CHASSON FORREST/VITO HASON - Ward 5 (Barlow)

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

## 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.

82. EOT-38130 - EXTENSION OF TIME - VARIANCE - APPLICANT: AHERN RENTALS - OWNER: DFA, LLC - Request for an Extension of Time of a previously approved Variance (VAR-26447) FOR A 672 SQUARE-FOOT OFF-PREMISE DIGITAL SIGN FLUSH WITH THE WALL OF THE PARKING STRUCTURE TO BE ERECTED 58 FEET ABOVE THE ELEVATION OF THE FREEWAY WHERE 30 FEET ABOVE THE ELEVATION OF THE FREEWAY IS THE MAXIMUM ALLOWED on 2.61 acres at the southwest corner of Bonanza Road and Martin L. King Boulevard (APN 139-28-401-033), C-2 (General Commercial) Zone, Ward 5 (Barlow). Staff recommends APPROVAL.

83. EOT-38131 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT: AHERN RENTALS - OWNER: DFA, LLC - Request for an Extension of Time of a previously approved Site Development Plan Review (SDR-26639) FOR A 14-FOOT BY 48-FOOT (672 SQUARE FOOT) OFF-PREMISE DIGITAL SIGN FLUSH WITH THE WALL OF A PARKING STRUCTURE on 2.61 acres at the southwest corner of Bonanza Road and Martin L. King Boulevard (APN 139-28-401-033), C-2 (General Commercial) Zone, Ward 5 (Barlow). Staff recommends APPROVAL.

**PLANNING & DEVELOPMENT - DISCUSSION**

84. RQR-34682 - ABEYANCE ITEM - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: CLEAR CHANNEL OUTDOOR, LLC - OWNER: BRIGHT PATH, LLC - Request for Required Review of a previously approved Special Use Permit (SUP-4521) FOR A 40-FOOT BY 48- FOOT OFF-PREMISE SIGN at 820 South Valley View Boulevard (APN 139-31-801-002), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend APPROVAL

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

86. SUP-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.

87. ROC-37581 - ABEYANCE ITEM - 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.

88. VAR-37276 - ABEYANCE ITEM - 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.

89. VAR-37277 - ABEYANCE ITEM - 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.

90. SDR-36050 - ABEYANCE ITEM - 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.

91. VAR-37627 - ABEYANCE ITEM - 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.

92. SDR-37579 - ABEYANCE ITEM - 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**

93. 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**

94. 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**

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

**********

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

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

## *AGENDA SUMMARY PAGE*
**CITY COUNCIL MEETING OF: JUNE 16, 2010**

**SUBJECT:**
CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

## *AGENDA SUMMARY PAGE*
**CITY COUNCIL MEETING OF: JUNE 16, 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 16, 2010

**SUBJECT:**
INVOCATION – DOCTOR JOEL MENCHACA, AMISTAD CRISTIANO CHURCH

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

## *AGENDA SUMMARY PAGE*
**CITY COUNCIL MEETING OF: JUNE 16, 2010**

**SUBJECT:**
PLEDGE OF ALLEGIANCE

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

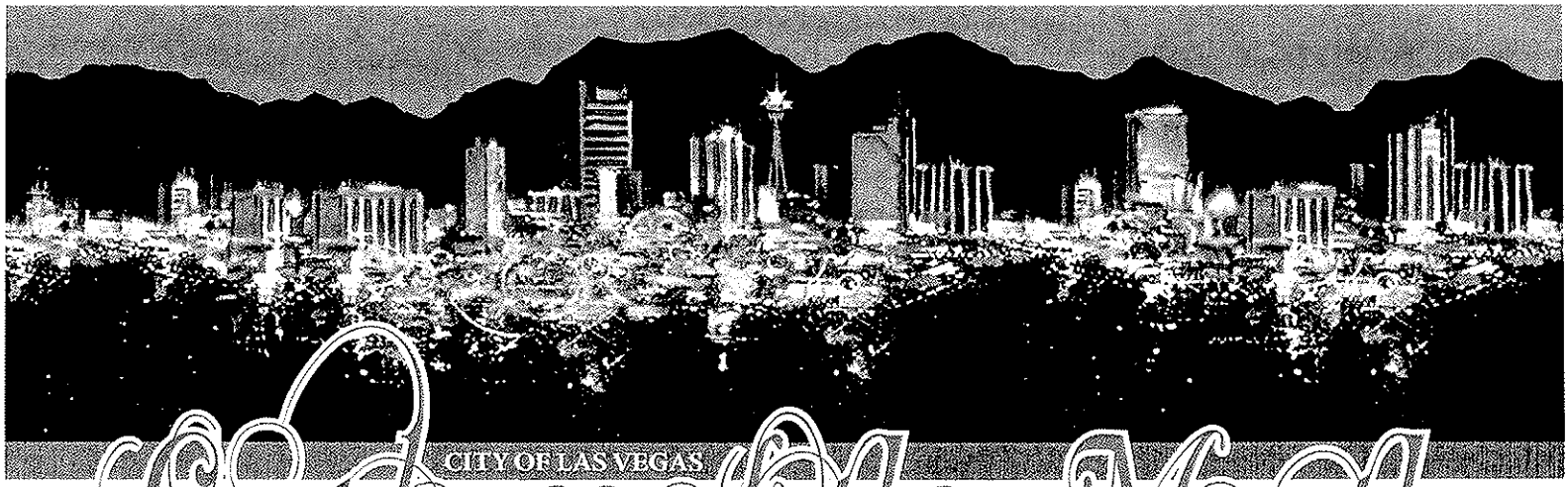
## *AGENDA SUMMARY PAGE*

**CITY COUNCIL MEETING OF: JUNE 16, 2010**

**DEPARTMENT: OFFICE OF COMMUNICATIONS**
**DIRECTOR: DAVID RIGGLEMAN**

**SUBJECT:**
RECOGNITION OF THE EMPLOYEE OF THE MONTH

**BACKUP DOCUMENTATION:**
Submitted after Meeting - Copy of Plaque for Employee of the Month Darren Harris



CITY OF LAS VEGAS

# Employee of the Month

**June 2010**

## Darren Harris

**HAS EXHIBITED OUTSTANDING PERFORMANCE THROUGH PRODUCTIVITY, LEADERSHIP, INITIATIVE OR ASSISTANCE TO THEIR FELLOW EMPLOYEES AND THE CITIZENS OF LAS VEGAS.**

Oscar B. Goodman

Elizabeth N. Fretwell

Orlando Sanchez

James R. Nichols

Scott D. Adams

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

# *AGENDA SUMMARY PAGE*

**CITY COUNCIL MEETING OF: JUNE 16, 2010**

**DEPARTMENT: OFFICE OF COMMUNICATIONS**
**DIRECTOR: DAVID RIGGLEMAN**

**SUBJECT:**
RECOGNITION OF THE TOP ENTRIES FROM THE 2010 HELLDORADO PARADE

**BACKUP DOCUMENTATION:**
Submitted after Meeting – Copy of Proclamation for Duane LaDuke Day

# PROCLAMATION

WHEREAS: Helldorado has been a part of this community since the early 1930's and the Elks kept up the tradition for several years; and

WHEREAS: in 2005, Mayor Goodman brought back the traditional parade in celebration of the City's centennial; and

WHEREAS: Duane LaDuke was instrumental in helping to bring back the Helldorado Rodeo to the downtown area in 2009; and

WHEREAS; has worked diligently in getting donations and sponsorships to make the rodeo the success it is today; and

THEREFORE: we, the Mayor and City Council of the City of Las Vegas, proudly proclaim June 16, 2010 as

***"Duane LaDuke Day"***

in the City of Las Vegas and ask our citizens to join us in recognizing Duane for his dedication and commitment to the Helldorado Rodeo.

Mayor Oscar B. Goodman

Mayor Pro Tem Gary Reese

Councilman Steve Wolfson

Councilwoman Lois Tarkanian

Councilman Steven D. Ross

Councilman Ricki Y. Barlow

Councilman Stavros S. Anthony

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

## *AGENDA SUMMARY PAGE*

**CITY COUNCIL MEETING OF: JUNE 16, 2010**

**DEPARTMENT: OFFICE OF COMMUNICATIONS**
**DIRECTOR: DAVID RIGGLEMAN**

**SUBJECT:**
RECOGNITION OF THE SOUTHERN NEVADA HISPANIC EMPLOYMENT PROGRAM YOUTH COUNCIL

**BACKUP DOCUMENTATION:**
Submitted after Meeting - Pictures of a Southern Nevada Youth Council Event

ELDORA

ELDORADO
HIGH SCHOOL
Certificate of Completion
Dara Hoyt

Treasurer: LaLo
Snack Attack
Menu
Water: $ 1.00
Popcorn: $ 2.00 2 bags for #2
Slushies: $ 1.50
Chips: $ .50¢
Sunflower Seeds: $ 1.00
Candy: $ 1.00
LoLipops: $ .50¢
this 5 gallon jug!
May 1st
$19.95
SENATE MOUSE
HOUSE MOUSE
SNHEP
Southern Nevada
Hispanic Employment Program

NEVADA
DE MIJO

Special Edition
DUKE'S
Anniversary
TEDDY

Fun
Donate Cha
4 Education!

Fun
Donate Chan
4 Education!!
Team 4
Team 1

Education SCHOLARSHIPS DEVELOPMENT

HEP

Treasurer LaLa

Danny

Snack Attack Menu

Water: $1.00

Popcorn: $2.00

Slushies: $1.50

Chips: $.50¢

Sunflower Seeds: $1.00

Candy: $1.00

Lollipops: $.50¢

POP CORN

DAVID ORIGINAL

$1.00

50¢

TRUMP
PALACE STATION
STOP

Tiempo
Las Vegas Nev.
We Take A Personal Interest - Protecting What You Value Most
President
Senia

Tiempo
Las Vegas Nev.

TRANCE
VIPER

THE
TEDDY
APARTMENT HOMES
876-2122
KINGS WAY 2600
2601
2611
70

THE
TEDDY
APARTMENT HOMES
876-2122
Vice President
Sabrina
SNHEP
Hispanic Employment Program
Marco

NOS

ACAP500Q
Audiobahn
CHEVROLET

DO NOT ENTER
NEVADA
VEE67

IMPALA SS

SCHOLARSHIPS
Leadership
Mentoring
MAXIMUM VEHICLE LOAD 6000 LBS.
Snack Attack
May 1st
$19.95
SENATE MOUSE
POP CORN

Kid's Story Book from Senator Ensign

Coleman Ice Chest on wheels with stuff

Crystal Salad/Serving Bowl

Case of Shop Towels

Emergency Road Kit

2010 Entertainment Coupon Book

$150 gift Cert. towards a tattoo - by Contagious lifestyles.

Raffle Tickets
$1 each or
$20 for 25

Raffle Tickets
$1 each or
$20 for 25

Chevrolet

DO NOT ENTER

5K
STARTING LINE

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

## *AGENDA SUMMARY PAGE*

**CITY COUNCIL MEETING OF: JUNE 16, 2010**

**DEPARTMENT: OFFICE OF COMMUNICATIONS**
**DIRECTOR: DAVID RIGGLEMAN**

**SUBJECT:**
RECOGNITION OF THE NEVADA LATINO PEACE OFFICERS ASSOCIATION

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

# *AGENDA SUMMARY PAGE*

**CITY COUNCIL MEETING OF: JUNE 16, 2010**

**DEPARTMENT: OFFICE OF COMMUNICATIONS**
**DIRECTOR: DAVID RIGGLEMAN**

**SUBJECT:**
RECOGNITION OF AUSTIN DAIGLE FOR EXCELLENT SPORTSMANSHIP

City of Las Vegas

Agenda Item No.: **10.**

## *AGENDA SUMMARY PAGE*

**CITY COUNCIL MEETING OF: JUNE 16, 2010**

**DEPARTMENT: CITY CLERK**
**DIRECTOR: BEVERLY K. BRIDGES**

☐ **Consent** ☒ **Discussion**

**SUBJECT:**
BUSINESS ITEMS:

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

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

# *AGENDA SUMMARY PAGE*

**CITY COUNCIL MEETING OF: JUNE 16, 2010**

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

**SUBJECT:**
BUSINESS ITEMS:

Approval of the Final Minutes by reference of the Special Joint City Council Redevelopment Agency Meeting of May 18, 2010 and the regular City Council meeting of May 19, 2010

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

# *AGENDA SUMMARY PAGE*

## CITY COUNCIL MEETING OF: JUNE 16, 2010

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

**SUBJECT:**
ADMINISTRATIVE:

Approval of the ratification of the Commission for the Las Vegas Centennial funding allocation of $300,000 for tenant improvements and hazardous material abatement at the Las Vegas Museum of Organized Crime and Law Enforcement located at 300 Stewart Avenue - Ward 5 (Barlow)

**Fiscal Impact**

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
**Amount:** $300,000
**Funding Source:** License Plate Revenue
**Dept./Division:** Commission for the Las Vegas Centennial

**PURPOSE/BACKGROUND:**
On April 26, 2010, the Commission for the Las Vegas Centennial awarded $300,000 to the City of Las Vegas for tenant improvements and hazardous material abatement at the Las Vegas Museum of Organized Crime and Law Enforcement located at 300 Stewart Avenue. Per the operating agreement for the Commission of the Las Vegas Centennial, any funding over $100,000 must have council ratification.

**RECOMMENDATION:**
It is recommended that City Council ratify the Commission's funding allocation of $300,000 for tenant improvements and hazardous material abatement at the museum.

**BACKUP DOCUMENTATION:**
Memorandum of Understanding between the City of Las Vegas and the Commission for the Las Vegas Centennial

# MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF LAS VEGAS AND THE COMMISSION FOR THE LAS VEGAS CENTENNIAL

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this 16TH day of June, 2010, by and between the COMMISSION FOR THE LAS VEGAS CENTENNIAL, a Nevada non-profit corporation ("Commission") and CITY OF LAS VEGAS ("City").

## RECITALS

WHEREAS, the City is the owner of the historical downtown Post Office building located at 300 Stewart Ave., Las Vegas, Nevada, which is registered as a national and state historical landmark (referred to as the "POST Modern");

WHEREAS, the City desires to establish a museum at the POST Modern which will provide residents and tourists of southern Nevada with a facility about the historical and cultural significance of Las Vegas; and

WHEREAS, the City desires to restore and rehabilitate the POST Modern building; and

WHEREAS, the Commission is able to provide Centennial Grant funds for the restoration and rehabilitation of the POST Modern building, specifically seismic retrofit work, which will preserve a historical landmark in the city of Las Vegas.

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
## IMPROVEMENTS AND GRANT FUNDS

**1.1 Grant of Funds.** Subject to the terms of this MOU, the Commission hereby agrees to provide to Museum a grant in the total amount of Three Hundred Thousand Dollars ($300,000) (the "Centennial Grant") to be used for infrastructure for museum tenant improvements and hazardous materials abatement at the POST Modern building (the "Improvements"). The Centennial Grant to be provided to the City may be used on any qualified costs in furtherance of the Improvements, including, but not limited to, costs for engineers, architects, consultants, studies and other related expenses for the Improvements.

**1.2 Improvements.** City represents and covenants that it is the owner of the POST Modern building where the Improvements shall take place and the City shall be responsible for the seismic retrofit work comprising the Improvements. Following completion of the Improvements, title to the Improvements will continue to be vested in the name of the City.

**1.3 City and Other Governmental Permits.** At such time as required by law, City shall, at its expense, secure or cause to be secured any and all required permits and pay any and

all fees which may be required by the City or any other governmental agency affected by the rehabilitation, reconstruction and restoration of the Improvements.

**1.4 Rights of Access.** For the purposes of assuring compliance with this MOU, representatives of the Commission shall have reasonable access to any area where the work for the Improvements is taking place without charge or fee and at normal business hours during the period of the Improvements work, including, but not limited to, the inspection of the work being performed for the Improvements.

**1.5 Local, State and Federal Laws.** City shall carry out the seismic retrofit work comprising the Improvements, or cause such work to be carried out, in conformity with all applicable laws, including, without limitation, all applicable federal and state labor standards, safety and environmental laws.

**1.6 Funding.** The Commission shall provide the City with the Centennial Grant of Three Hundred Thousand Dollars ($300,000) to be utilized by the City in the work of the Improvements. Subject to the receipt of the Centennial license plate funds from the State of Nevada, the Commission shall provide the Centennial Grant Funds to the City, provided that the City complies with the requirements of this MOU. If the Centennial license plate funds are not available at the time the City requests the funds, the Commission shall have the right to terminate this Agreement and have no further obligation to the City for the Centennial Grant provided hereunder. The Commission shall not provide any additional funding for the Improvements other than the Centennial Grant, except for any additional funds approved by the Commission.

**1.7 City Funding Requests.** When the City is in need of funds to be provided from the Centennial Grant, City shall furnish the Executive Director with a requisition for the expenditure, which shows the amount, a description of the Improvements completed, copies of related invoices and a statement from the City that the work was completed. The Executive Director will, during the next succeeding fifteen (15) business days review the disbursement request and the work (if applicable) performed to see if it complies with this Agreement. If the payment should be so made, the Executive Director shall approve the request and issue a check or have the amount requested transferred to the City. The Executive Director may request that the City submit a schedule of performance which specifies the date when the items of Improvements will be commenced and completed.

**1.8 Cost Overruns.** If the cost of the Improvements, or any portion thereof, exceeds the amounts set forth in the City's contracts for the Improvements, 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 Centennial Grant Funds.

**1.9 Term.** The Centennial Grant provided herein shall be available to be disbursed to the City from the date of this MOU ("Effective Date") until December 31, 2011 ("Expiration Date"). Except for any provisions which survive the expiration or termination of this MOU, this MOU shall terminate upon the satisfactory completion of those Improvements to be funded by the Centennial Grant or the Expiration Date, whichever occurs first.

## ARTICLE II
## MISCELLANEOUS COVENANTS

**2. Inspections and Reviews.** The City covenants that it will allow the Commission to inspect its books and records pertaining to the Improvements and this MOU at all reasonable times and upon reasonable notice.

## ARTICLE III
## DEFAULTS

**3.1 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.

C. A party to this MOU is dissolved or liquidated without the prior written consent of the other party to this MOU.

D. The entry of a decree or order for relief by a court having jurisdiction in respect of any party in an involuntary case under the Federal bankruptcy laws, or any other applicable Federal or state insolvency or similar laws, or appointing a receiver, liquidator, assignee, custodian, trustee, or similar official for any party to this MOU, or ordering the winding up or liquidation of the affairs of any party to this MOU, and the continuance of that decree or order unstayed and in effect for a period of 90 consecutive days.

E. The commencement by any party to this MOU of a voluntary case under the Federal bankruptcy laws or other applicable Federal or state insolvency or other similar laws, or the consent by a party to this MOU to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian or similar official for or of any substantial part of the property of such party.

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.

**3.2 Remedies for Default.**

**A. Remedies of Commission.** 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 terminate this MOU and/or withhold further funding. In addition, subject to Section 4.5 of this MOU, upon an Event of Default by the City, the Commission 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 Commission may also, by action in equity, enjoin any acts or things which are unlawful or in violation of the Commission's rights under this MOU.

**B. Remedies of City**. Subject to Section 4.5, in the Event of a Default by the Commission hereunder, the City shall be entitled to bring a lawsuit at law or in equity seeking damages from the Commission on account of the breach, and the City shall also be entitled to bring a lawsuit for specific performance to order the Commission to comply with its duties under this MOU, or bring an action for an injunction to enjoin acts of the Commission which may be unlawful or in violation of the rights of the City under this MOU.

**3.3 Mutual Remedies**. In addition to the remedies stated in Sections 3.1 and 3.2 of this MOU, the Commission 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 4.5, 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.

**3.4 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.

**3.5 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 IV
## MISCELLANEOUS

**4.1 Indemnification.**

A. Subject to the limitation of NRS Chapter 41, the City agrees to protect and indemnify and hold the Commission, 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 Commission, its directors, officers, employees or agents or any combination thereof may suffer or which may be sought against or recovered or obtained from the them as a result of or by reason of or arising out of or in consequence of (i) the seismic retrofit work comprising the Improvements to the POST Modern building pursuant to this MOU by such indemnifying party (including, without limitation, any claims of any business located on or adjacent to the area in which the Improvements are to be constructed or the owner of any such business or of the property on which the business is located that the manner of construction, operation, or maintenance of the Improvements by such indemnifying party unreasonably interferes with the business or property or constitutes an inverse condemnation of all or a part of that business or property), (ii) any environmental or hazardous waste condition hereafter existing on any of the property which is a part of the Improvements under the control of such indemnifying party which was caused by the action of the City, or any contractor, subcontractor, agent, licensee or anyone who is directly employed by the City, or any of its contractors, subcontractors or agents, in connection with the Improvements, or (iii) 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 contractors, subcontractors, agents or licensees, in connection with the Improvements.

B. Subject to NRS Chapter 41, the City agrees that it shall at its sole cost and expense defend the Commission, its directors, officers, employees and agents and each of them in any suit or action for which the City has agreed to indemnify the Commission, its directors, officers, employees or agents. The Commission 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 Commission as herein provided, the Commission 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 Commission or its directors, officers or employees.

D. The provisions of this Section 4.1 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 4.1 revive any claim of, or extend, any statute of limitations, which has run or expired against any party or third party.

**4.2 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.

**4.3 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.

**4.4 Contract Interpretation**. All questions concerning interpretation or clarification of this Agreement will be resolved if possible by the representatives of the Commission 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 Executive Director or designee 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.

**4.5 Arbitration**. All claims, disputes, or other questions that may arise between the Commission and the City concerning any provision or provisions of this MOU which cannot otherwise be settled and which have not been waived, must be submitted to and be finally settled by binding arbitration in the manner set forth in this Section. After expiration of the ten (10) day period referred to in Section 4.4, any party, by written notice to the other, may demand arbitration. The notice to arbitrate shall provide a complete statement of the nature of the claim and the amount of money in dispute, if known. The notice to arbitrate shall be null and void if received beyond the time allowed by law for the presentation of the claim to the Commission Board of Directors, if applicable, or filing of a lawsuit, whichever occurs first, presenting the same claims as those presented in the notice to arbitrate. Except as provided to the contrary in these provisions on arbitration, the arbitration shall be in conformity with and subject to applicable rules and procedures of the American Arbitration Association. If the American Arbitration Association is not then in existence or for any reason fails or refuses to act, the arbitration shall be in conformity with and subject to the provisions of the Nevada Uniform Arbitration Act as they stand amended at the time of the notice. The arbitrators shall be persons knowledgeable about the subject matter of the arbitration and they shall be bound by this Agreement. All arbitrators shall be impartial and unrelated, directly or indirectly, so far as employment of services is concerned, to any party. The Commission and the City shall pay one-half the cost of arbitration including, without limitation, arbitrators' fees. Within twenty (20) days after notice requiring arbitration, the Commission and the City shall appoint one arbitrator and give notice of the appointment to the other party included in the dispute. The two arbitrators shall choose a third arbitrator within ten (10) days after appointment of the second. If any party

fails to appoint an arbitrator, or if the two arbitrators fail to choose a third, the appointment shall be made by the then presiding judge of the Eighth Judicial District Court of the State of Nevada, acting in his or her individual and nonofficial capacity, on the application of any party involved in the dispute and on five (5) days' notice to the other parties involved in the dispute; provided that any party involved in the dispute may, by notice given before commencement of the arbitration hearing, consent to arbitration by the arbitrator appointed by another party. In that event, no further appointments of arbitrators shall be made and any other arbitrators previously appointed shall be dismissed. All arbitration proceedings shall be held in Clark County, Nevada. The arbitrator(s) shall investigate the facts and shall hold hearings at which the parties may present evidence and arguments, be represented by counsel and conduct cross-examination. The arbitrator(s) shall render a written decision upon the matter presented to them by majority vote within ninety (90) days after the date upon which the last arbitrator is appointed. The parties waive any right to a trial de novo and the decision rendered in such arbitration shall be final and binding on the parties and judgment thereon may be entered by any court having jurisdiction thereof. All fees, costs and/or expenses of the arbitration, excluding preparation and presentation, shall be assessed equally against the Commission and the City. The City shall carry on the work and maintain progress, and the Commission shall continue to perform, during any arbitration, court proceedings or any other disputes, unless the duty of such party to so perform is the subject of the dispute or a reasonable person would consider it imprudent to proceed further because of the default in question. The Commission and the City shall each pay their own costs for preparation of and presentation of all claims. For purposes of payment of an arbitrated claim under the terms of this MOU, the definition of "due and payable" of a claim, shall be the date of the arbitration decision of that claim, plus forty-five (45) calendar days. Interest will be allowed from the date the arbitrators decide payment should have been made at the prime rate referred to in NRS 99.040 plus 2 % per annum.

**4.6 Successors: 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.

**4.7 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.

**4.8 Further Assurances**. The City and the Commission 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 Commission will execute and acknowledge the instruments reasonably requested by the City evidencing termination of this MOU.

**4.9 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 Commission:

Commission of the Las Vegas
c/o Executive Director
401 South Fourth Street, Suite 140
Las Vegas, Nevada 89101

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.

**4.10 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.

**4.11 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 Commission must be signed by the Executive Director. Until another person is designated, the City hereby designates Elizabeth Fretwell, Deputy City Manager, as its authorized representative and the Commission hereby designates its Executive Director as its authorized representative.

**4.12 Governing Law**. This MOU shall be governed by and construed in accordance with the laws of the State of Nevada.

**4.13 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.

**4.14 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 the date that the Improvements have been completed and all obligations pursuant to this MOU

fulfilled, termination of this MOU pursuant to Section 3.2A or the Expiration Date, whichever occurs first..

**4.15 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.

**4.16 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 Commission and the City have caused this MOU to be executed as of the day and year first mentioned above.

COMMISSION FOR THE LAS VEGAS CENTENNIAL

By: _____
Oscar B. Goodman, President

ATTEST:

_____
Esther Carter, Secretary

APPROVED AS TO FORM:

_____ 6/8/10
Date

CITY OF LAS VEGAS

By: _____
Oscar B. Goodman, Mayor

ATTEST:

_____
Beverly K. Bridges, MMC, City Clerk

APPROVED AS TO FORM:

_____ 6/8/10
Date

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

# *AGENDA SUMMARY PAGE*

## CITY COUNCIL MEETING OF: JUNE 16, 2010

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

**SUBJECT:**
ADMINISTRATIVE:

Approval for City Parkway V, Inc., to fund a Symphony Park Marketing Budget for Fiscal Year 2011 by Newland Real Estate Group, LLC, formerly known as Newland Communities, LLC, for Symphony Park, located at 100 South Grand Central Parkway, and City Parkway V, Inc.'s, authorization of Newland Real Estate Group, LLC, to spend said project budget on its behalf (APNs 139-33-511-008 to 010, 139-33-610-025 to 027, 139-34-110-005 to 011, 139-34-211-001 and 139-34-211-002 ($305,140 - City Parkway V, Inc., FY 2011 Operating Budget) - Ward 5 (Barlow)

**Fiscal Impact**

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**

**Amount:** $305,140
**Funding Source:** City Parkway V, Inc. FY 2011 Operating Budget
**Dept./Division:** Office of Business Development

**PURPOSE/BACKGROUND:**
On December 21, 2005, City Council authorized the execution of a Project Management and Consulting Agreement between City Parkway V, Inc., City of Las Vegas, Nevada, and Newland Real Estate Group, LLC, formerly known as Newland Communities, LLC. Through December 2010 Newland is responsible for the marketing of Symphony Park, which consists of public relations, trademarking, branding, Web site development and maintenance, media placement, printing, production & design and signage. The marketing budget submitted by Newland Real Estate Group, LLC for fiscal year 2011 is $305,140.

**RECOMMENDATION:**
Approval subject to City Parkway V, Inc's contract and invoice approvals.

**BACKUP DOCUMENTATION:**
1. Symphony Park Marketing Budget Fiscal Year 2011
2. Disclosure of Principals

## Symphony Park Marketing Budget
## Fiscal Year 2011

| | |
|---|---|
| | |
| **Signage** | **78,900** |
| 1 on-site v-shaped sign-replacement, production and installation | 5,000 |
| Fence wrap program - production and installation | 55,000 |
| Additional CC fence wrap plus cleaning/tightening/replacement panels | 14,400 |
| Flags replacement | 2,500 |
| Flag changeouts | 2,000 |
| **Retainer/Program Management** | **60,000** |
| Public Relations Retainer | 60,000 |
| **Media Placement** | **65,240** |
| Local newspaper and business publications (1 local; NV Business) | 10,000 |
| Local magazines (Ballet, Philharmonic, Desert Companion) | 12,000 |
| Out of market niche advertising (business-to-business) | 5,000 |
| Search Engine Marketing (SEM) | 32,000 |
| Radio (ads on KNPR for lecture series) | 6,240 |
| **Printing, Production & Design** | **35,000** |
| Marketing Inserts-design and printing(updated) | 15,000 |
| Other design (ads, etc.) | 5,000 |
| Fence wrap additions - production art and design | 5,000 |
| Photography/Illustration | 10,000 |
| **Web site Development & Updating** | **10,000** |
| Web site Development & Maintenance | 10,000 |
| **Public Relations: Hard Costs & Design** | **31,000** |
| Photography (stock and lecture series) | 4,000 |
| Graphic Design - Ads, Signage, Collateral | 3,000 |
| Graphic Design - Press Kit Revisions/Updates | 4,000 |
| Press Kit Printing and CD production/Collateral Printing | 2,000 |
| News Wire Service/Broadcast DVDs | 2,000 |
| Event Production (lecture series, incl design and printing) | 16,000 |
| **Trademark** | **20,000** |
| Trademark Legal (Part of Mktg budget) | 20,000 |
| **Contingency** | **5,000** |
| Contingency | 5,000 |
| **TOTAL** | **305,140** |

Source - City Parkway V, Inc. Operating Budget

# Symphony Park Marketing Budget
## Fiscal Year 2011

| | | Jul-10 | Aug-10 | Sep-10 | Oct-10 | Nov-10 | Dec-10 | Jan-11 | Feb-11 | Mar-11 | Apr-11 | May-11 | Jun-11 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Signage** | **78,900** | **2,500** | **29,900** | **500** | **38,300** | | **2,500** | **1,400** | **1,500** | | **1,400** | | **900** |
| 1 on-site v-shaped sign-replacement, production and installation | 5,000 | | 2,000 | | | | 2,000 | | 1,000 | | | | |
| Fence wrap program - production and installation | 55,000 | | 27,500 | | 27,500 | | | | | | | | |
| Additional CC fence wrap plus cleaning/tightening/replacement panels | 14,400 | | | 500 | 10,400 | | 500 | 1,000 | 500 | | 1,000 | | 500 |
| Flags replacement | 2,500 | 2,500 | | | | | | | | | | | |
| Flag changeouts | 2,000 | | 400 | | 400 | | | 400 | | | 400 | | 400 |
| **Retainer/Program Management** | **60,000** | **5,000** | **5,000** | **5,000** | **5,000** | **5,000** | **5,000** | **5,000** | **5,000** | **5,000** | **5,000** | **5,000** | **5,000** |
| Public Relations Retainer | 60,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 |
| **Media Placement** | **65,240** | **11,000** | | **14,500** | **2,560** | **10,000** | **3,000** | **8,560** | **5,500** | **5,560** | | **4,560** | |
| Local newspaper and business publications (1 local; NV Business) | 10,000 | 1,000 | | | 1,000 | | 3,000 | 1,000 | 3,000 | | | 1,000 | |
| Local magazines (Ballet, Philharmonic, Desert Companion) | 12,000 | | | 8,000 | | | | 2,000 | | | | 2,000 | |
| Out of market niche advertising (business-to-business) | 5,000 | | | 2,500 | | | | | 2,500 | | | | |
| Search Engine Marketing (SEM) | 32,000 | 10,000 | | 4,000 | | 10,000 | | 4,000 | | 4,000 | | | |
| Radio (ads on KNPR for lecture series) | 6,240 | | | | 1,560 | | | 1,560 | | 1,560 | | 1,560 | |
| **Printing, Production & Design** | **35,000** | **1,000** | **2,500** | **1,000** | **5,500** | **3,500** | **3,000** | **500** | **3,000** | **500** | **3,000** | **500** | **11,000** |
| Marketing Inserts-design and printing(updated) | 15,000 | | 2,500 | | 2,500 | | 2,500 | | 2,500 | | 2,500 | | 2,500 |
| Other design (ads, etc.) | 5,000 | 500 | | 500 | 500 | 500 | 500 | 500 | 500 | | 500 | 500 | 500 |
| Fence wrap additions - production art and design | 5,000 | | | | 2,500 | 2,500 | | | | | | | |
| Photography/Illustration | 10,000 | 500 | | 500 | | 500 | | | | 500 | | | 8,000 |
| **Web site Development & Updating** | **10,000** | **2,500** | | | **2,500** | | | **2,500** | | | | **2,500** | |
| Web site Development & Maintenance | 10,000 | 2,500 | | | 2,500 | | | 2,500 | | | | 2,500 | |
| **Public Relations: Hard Costs & Design** | **31,000** | **1,500** | | **1,650** | **2,500** | **5,100** | **1,000** | **1,000** | **6,100** | **500** | **6,000** | **1,000** | **4,650** |
| Photography (stock and lecture series) | 4,000 | 500 | | 500 | | 500 | 500 | | 500 | 500 | 500 | 500 | |
| Graphic Design - Ads, Signage, Collateral | 3,000 | | | 500 | | 500 | | 500 | 500 | | | 500 | 500 |
| Graphic Design - Press Kit Revisions/Updates | 4,000 | 500 | | 500 | 500 | | 500 | | 1,000 | | 1,000 | | |
| Press Kit Printing and CD production/Collateral Printing | 2,000 | 500 | | | 500 | | | 500 | | | 500 | | |
| News Wire Service/Broadcast DVDs | 2,000 | | | 150 | 1,500 | 100 | | | 100 | | | | 150 |
| Event Production (lecture series, incl design and printing) | 16,000 | | | | | 4,000 | | | 4,000 | | 4,000 | | 4,000 |
| **Trademark** | **20,000** | **2,500** | | **2,500** | | **2,500** | | **2,500** | **2,500** | **2,500** | **2,500** | | **2,500** |
| Trademark Legal (Part of Mktg budget) | 20,000 | 2,500 | | 2,500 | | 2,500 | | 2,500 | 2,500 | 2,500 | 2,500 | | 2,500 |
| **Contingency** | **5,000** | | | **2,500** | | | | | **2,500** | | | | |
| Contingency | 5,000 | | | 2,500 | | | | | 2,500 | | | | |
| **TOTAL** | **305,140** | **26,000** | **37,400** | **27,650** | **56,360** | **26,100** | **14,500** | **21,460** | **26,100** | **14,060** | **17,900** | **13,560** | **24,050** |

**Source** - City Parkway V, Inc. Operating Budget

# 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 Newland Real Estate Group, LLC f/k/a Newland Communities, LLC** |
| **Address 9820 Towne Center Drive<br>Suite 100<br>San Diego, CA 92121** |
| **Telephone 858-455-7503** |
| **EIN or DUNS 33-0824465** |

| **Block 2 Description** |
|---|
| **Subject Matter of Contract/Agreement**<br><br>**Marketing Budget Approval for City Fiscal Year 2011 under Project Management and Consulting Agreement, as amended.**<br><br>**RFP#** |

**Block 3** **Type of Business**

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

# CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

**Block 4 Disclosure of Ownership and Principals**

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

| | FULL NAME/TITLE | BUSINESS ADDRESS | BUSINESS PHONE |
|---|---|---|---|
| 1. | **Sole Member**<br>American Newland Communities, LP<br>A Delaware Limited Partnership | 9820 Towne Centre Drive #100<br>San Diego, CA 92121 | **(858)455-7503** |
| 2. | **General Partner of American Newland Communities, LP:**<br>Newland Associates, Inc.,<br>A California corporation | 9820 Towne Centre Drive #100<br>San Diego, CA 92121 | **(858)455-7503** |
| 3. | **Limited Partner of American Newland Communities, LP:**<br>Newland Capital Advisors, LLC, a California limited liability company | 9820 Towne Centre Drive #100<br>San Diego, CA 92121 | **(858)455-7503** |
| 4. | **Limited Partner of American Newland Communities, LP:**<br>Hunt Newland, L.P.,<br>A Delaware limited partnership | 9820 Towne Centre Drive #100<br>San Diego, CA 92121 | **(858)455-7503** |

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:
N/A

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

4/27/2010
Date

Subscribed and sworn to before me this 27th day of April, 2010

Notary Public

LORI TRIPLETT
Notary Public, State of Nevada
Appointment No. 06-107547-1
My Appt. Expires June 30, 2010

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

# *AGENDA SUMMARY PAGE*

**CITY COUNCIL MEETING OF: JUNE 16, 2010**

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

**SUBJECT:**
Approval of the ratification of Teresa Sivils in a Council support position as the Executive Assistant (under filled as Administrative Secretary) for Ward 3 ($38,773 annual salary/$14,269 benefits - General Fund) - Ward 3 (Reese)

**Fiscal Impact**

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
**Amount:** $53,042
**Funding Source:** General Fund
**Dept./Division:** City Council - Ward 3

**PURPOSE/BACKGROUND:**
Pursuant to Section 3.020 of the City Charter, all Council positions are subject to ratification by the City Council. Positions in the Council offices require consistency, an established good rapport with constituents and other City staff, and the utmost in confidentiality. It is important for Council members to be able to establish and maintain a close working relationship with their staff in order to efficiently and effectively represent their Ward so that they can focus on the issues they were elected to address. Mayor Pro Tem Reese requested the appointment of Teresa Sivils to the position of Executive Assistant for Ward 3.

**RECOMMENDATION:**
The City Council considers ratifying the appointment of Teresa Sivils for the position of Executive Assistant in Ward 3 as requested by Mayor Pro Tem Reese

**BACKUP DOCUMENTATION:**
None

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

## *AGENDA SUMMARY PAGE*

**CITY COUNCIL MEETING OF: JUNE 16, 2010**

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

**SUBJECT:**
Approval of a Memorandum of Understanding between the City of Las Vegas and Green Chips to sub award $200,000 for the establishment of a revolving loan fund for energy efficient retrofits as part of the Energy Efficiency and Conservation Block Grant (EECBG) through the American Recovery and Reinvestment Act (ARRA) of 2009 - All Wards

**Fiscal Impact**

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**

**Amount:** $200,000
**Funding Source:** Energy Efficiency and Conservation Block Grant
**Dept./Division:** Office of the City Manager/Administrative Services

**PURPOSE/BACKGROUND:**
On December 16, 2009, the City Council accepted $5,449,200 of the Energy Efficiency and Conservation Block Grant (EECBG) under the American Recovery and Reinvestment Act (ARRA) for energy efficiency education, solar panels, energy efficient retrofits to City facilities and community energy audits and retrofits. The City has previously collaborated with Green Chips, whose partners performed energy audits and retrofits at the Shade Tree shelter and seven homes within the community.

**RECOMMENDATION:**
Approval

**BACKUP DOCUMENTATION:**
1. Agenda Memo
2. ARRA Grant Funding Agreement
3. Exhibit A: Green Chips Revolving Loan Program Expense Schedule and Exhibit B: Green Chips Revolving Loan Program Implementation Plan
4. Disclosure of Principals

City of Las Vegas

## *AGENDA MEMO*

**CITY COUNCIL MEETING DATE: JUNE 16, 2009**
**DEPARTMENT: ADMINISTRATIVE SERVICES**
**ITEM DESCRIPTION: Approval of a Memorandum of Understanding between the City of Las Vegas and Green Chips to subaward $200,000 for the establishment of a revolving loan fund for energy efficient retrofits as part of the Energy Efficiency and Conservation Block Grant (EECBG) through the American Recovery and Reinvestment Act (ARRA) of 2009**

---

The City will provide a subaward of $200,000 of EECBG funds to Green Chips to establish a revolving loan fund to provide low interest financing for members of the community to complete energy efficient retrofits after the completion of a home energy audit. This allocation will help create jobs in the home performance contracting industry and will help reduce community greenhouse gas emissions. In addition, after an energy efficient retrofit is completed, homeowners can expect to see reductions in their utility bills.

## ARRA GRANT FUNDING AGREEMENT

THIS ARRA GRANT FUNDING AGREEMENT ("Agreement") is made and entered into this 16th day of June, 2010, by and between the City of Las Vegas, a municipal corporation in the State of Nevada ("City") and Green Chips, a Nevada nonprofit corporation ("Subrecipient"). City and Subrecipient are individually or collectively referred to herein as the "Party" or "Parties."

## RECITALS

WHEREAS, City has entered or anticipates entering into a funding agreement involving the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("ARRA Program"); and

WHEREAS, City receives funds under the ARRA Energy Efficiency and Conservation Block Grants-Formula Grant program of the United States Department of Energy, as authorized by the ARRA Program; and

WHEREAS, the purpose of the Energy Efficiency and Conservation Block Grant Program ("EECBG Program") is to assist eligible entities in creating and implementing strategies to:

a. Preserve existing and create new local jobs; and
b. Reduce fossil fuel emissions in a manner that is environmentally sustainable and, to the maximum extent practicable, maximizes benefits for local and regional communities:
c. Reduce the total energy use of the eligible entities; and
d. Improve energy efficiency in the building sector, the transportation sector, and other appropriate sectors.

WHEREAS, City is responsible for planning, administering, and implementing the ARRA Program to ensure that it conforms to the required terms and conditions; and

WHEREAS, City as grantee, wishes to engage Subrecipient to assist City in utilizing such funds by providing services to meet one or more of the ARRA Program's objectives;

WHEREAS, City may utilize ARRA funds in whole or in part for the engagement of Subrecipient for the Project;

WHEREAS, the services which are funded by the EECBG Program will benefit the citizens and families within the respective jurisdiction of City, and in accordance the Green Chips Revolving Loan Pilot Program will meet the EECBG Program goals and objectives as enumerated in the purpose of the EECBG Program.

WHEREAS, Subrecipient, located at 3050 East Flamingo Road, Las Vegas, Nevada 89121, proposes to achieve the purposes of the program through its Implementation Plan (the "Project"), administered primarily in Las Vegas, Nevada, and

WHEREAS, Subrecipient has applied to City for grant assistance to fund the Project; and

WHEREAS, pursuant to NRS 244.1505 City's City Council may expend money for any purpose which will provide a substantial benefit to the inhabitants of City or grant money to a private organization, not for profit, to be expended for the selected purpose; and

WHEREAS, City's City Council hereby determines that the purpose for which the Funds (as hereinafter defined) will be used by Subrecipient, as identified and incorporated herein as if fully set forth, will provide a substantial benefit to the inhabitants of City.

NOW, THEREFORE, in view of the above premises, City and Subrecipient agree as set forth below:

## ARTICLE 1
## ARRA FEDERAL FUNDING REQUIREMENTS

### 1.1. Federal General Conditions.

1.1.1. Subrecipient acknowledges that ARRA funds may be used for the Project and Subrecipient agrees to comply with the all federal laws, orders, regulations and directives. The applicable ARRA federal award terms shall govern over any conflicts with other federal terms or Agreement provisions.

### 1.2. Records.

1.2.1. Subrecipient shall provide City and Comptroller General of the United States through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the program; and shall establish a proper accounting system in accordance with generally accepted accounting standards or Federal agency directives, and to cooperate with any required financial and compliance audits in conducted in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations." All financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 43 CFR 12 Subpart C, Section 12.82 titled Retention and access requirements for records.

### 1.3. Conflict Of Interest.

1.3.1. Subrecipient agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

1.3.2. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit arising from it. However, this clause does not apply to this Agreement to the extent that this Agreement is made with a corporation for its general benefit.

### 1.4. Federal Statutes.

1.4.1. Subrecipient agrees to comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

1.4.2. Subrecipient agrees to comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

1.4.3. Subrecipient agrees to comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) regarding labor standards for federally-assisted construction sub-agreements.

1.4.4. Subrecipient agrees to comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

1.4.5. Subrecipient agrees to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

1.4.6. Subrecipient agrees to cooperate with the grant awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

**1.5. ARRA Conditions.**

1.5.1. Subrecipient agrees to comply with all requirements of ARRA, as may be updated, including but not limited to the following terms:

1.5.1.1. Subcontracts. These ARRA requirements include and require performance by each contractor, subcontractor, and supplier at all tiers equal to that required by the Subrecipient. Subrecipient agrees to include and flow-down all ARRA requirements and provisions in all contracts and purchase orders at any tier entered into hereunder.

1.5.1.2. Registration. Subrecipient shall obtain a DUNS number and register in the Central Contractor Registration database no later than the date the first report is due under FAR 52.204-11 American Recovery and Reinvestment Act Reporting Requirements, maintain current registrations in the Central Contractor Registration database at all times during which they have active federal awards funded with ARRA funds, and complete other registration requirements as determined by the Director of the Office of Management and Budget.

1.5.1.3. Reporting. Subrecipient shall report quarterly on project or activity status, job creation and preservation, and subcontract information. Subrecipient agrees that it will provide all information and documentation required by City in order to comply with both the ARRA and EECBG programs.

1.5.1.4. Buy American. Subrecipient shall comply with the ARRA section 1605 domestic sourcing (Buy American) requirements that apply to certain iron, steel and manufactured goods, and the Buy American Act (41 U.S.C. 10a-10d), and to specify and allow only compliant goods and materials for use in the Project. During the preparation of documents, the Subrecipient shall verify with the supplier and manufacturer that they have a compliant product if no model number is being stated in the documents, and that a particular model is compliant if listing model numbers. Subrecipient is responsible for verifying compliance of all contractor submittals. The Subrecipient is responsible for compliance of their subcontractors at all tiers. The Buy American requirement shall be stated in each specification section providing construction materials. Subrecipient and subcontractors at all tiers are required to keep records of their efforts to verify compliance for each product used and provide the records to City upon request. The Subrecipient shall be responsible for the removal and replacement of foreign goods and the reduction of the federal award amount should foreign goods be allowed to remain, caused by the Subrecipient's failure to comply with the Buy American provisions.

1.5.1.5. Waivers. The Subrecipient shall not utilize any waivers allowed by the Buy American or other provisions of ARRA without the prior written approval of City, which City may refuse to grant without assigning any reason for the refusal. Waiver of Buy American refers to the three allowed circumstances of: (1) unavailability, (2) 25 percent cost increase, and (3) not in the public interest, described in 74 FR 18452, 176.60 and 176.80.

1.5.1.6. Segregation and Payment of Costs. Subrecipient shall separately track and maintain records that identify adequately the source and application of ARRA funds to ensure proper accounting and reporting of expenditures in single audits. The Subrecipient agrees to maintain timesheets to document hours worked for activities related to this Project that segregate ARRA funded activities from unrelated activities. Invoices must clearly indicate the portion of requested payment that is for work funded by ARRA.

1.5.1.7. Transparency. The Subrecipient agrees to comply with the Federal Funding Accountability and Transparency Act of 2006, as amended, and the Government Funding Transparency Act of 2008, as may be amended, and acknowledges that information about this Agreement, the Project, and the Subrecipient will be publicly available including publishing on the Internet, and agrees to provide all reported data through City unless directed to provide it directly to the federal agency.

1.5.1.8. Access to Records and Employees. The Subrecipient shall comply with the access provisions of Sec. 901, Sec. 902, and Sec. 1515(b) of ARRA including granting City, U.S. Comptroller General, Inspector General of a federal department or agency, and other federal authorities and the representatives of any, the authorization to examine any records of the Subrecipient or any of its subcontractors that directly pertain to, and involve transactions relating to, this Agreement or subcontracts; and authorization to interview any officer or employee of the Subrecipient or any of its subcontractors regarding such transactions. The Subrecipient and subcontractors shall provide access at all reasonable times before and during the period of retention and provide proper facilities for such inspection and audit.

1.5.1.9. Records Retention. All financial and cost reports, books of account and supporting documents, system files, data bases, and other data evidencing costs allowable, collections accruing to the Subrecipient in connection with the work under this Agreement, other applicable credits, and fee accruals under this Agreement, shall be the property of the U.S. Government, and shall be delivered to the U.S. Government or otherwise disposed of by the Subrecipient as directed the awarding federal agency contracting officer. Except as otherwise directed by the awarding federal agency contracting officer, all records in the possession of the Subrecipient relating to this Agreement shall be preserved by the Subrecipient for a minimum period of three years after final payment.

1.5.1.10. Inspection. City, federal agencies, and their representatives shall have the right to inspect the work and activities of the Subrecipient and subcontractors under this Agreement at such time in such manner as it shall deem appropriate.

1.5.1.11. False Claims. The Subrecipient and subcontractors at all tiers shall promptly refer to City and Inspector General of the federal agency any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds (False Claims Act, 31 U.S.C. sec. 3729-3733)(ARRA Sec. 1553).

1.5.1.12. Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 [Mar 2009]. (a) The Subrecipient shall post notice of employee rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5). (b) The Subrecipient shall include the substance of this clause including this paragraph (b) in all subcontracts.

1.5.1.13. Subcontracting Preferences. Subrecipient shall to the maximum extent practicable give a preference to small businesses, disadvantaged business enterprises, and local hiring in the award of subcontracts.

**1.6. Modification of Agreement.**

1.6.1. Amendment or Revision Required By ARRA. Subrecipient agrees to comply with any modifications or additional requirements that may be imposed by law and future guidance and clarifications of ARRA requirements without amending this Agreement or additional compensation. Should ARRA or any applicable federal statutes or regulations require modification of this Agreement, Subrecipient and City hereby agree to amend or otherwise revise this Agreement.

1.6.2. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either Party this Agreement shall forthwith be physically amended to make such insertion.

## ARTICLE 2
## FUNDS CONTRIBUTION

**2.1 Contribution of Funds**. Subject to the terms of this Agreement, City hereby agrees to grant Two Hundred Thousand Dollars and No Cents ($200,000.00) in EECBG Funds ("Funds") to Subrecipient to establish a revolving loan pilot program to fund energy retrofits during the period from October 26, 2009 through October 25, 2012 as outlined in Exhibit "A" and Exhibit "B", both of which are attached hereto and incorporated herein by this reference.

**2.2. Limitation of Funding**. City shall not provide any additional funding beyond the grant of Two Hundred Thousand Dollars and No Cents ($200,000.00) and City shall not be obligated to pay claims beyond that amount, except for any additional funds approved by the City's City Council and by a written addendum mutually agreed to by both Parties.

## ARTICLE 3
## EXPENSES AND PAYMENTS

**3.1 Administration**. The intent of this award is to benefit the community in City to the greatest extent possible. As a condition to receiving the grant funds provided herein, Subrecipient covenants and agrees to incur no more than ten percent (10%) of the total amount of EECBG funds ($20,000) towards the cost for administration. This ten percent (10%) cap includes, but is not limited to, Subrecipient staff costs, office supplies, computer equipment and software, packaging and shipping, rental expense, utilities, and other administrative expenses necessary to conduct operations related to the work performed authorized under this Agreement.

**3.2. Goals, Revolving Loan Pilot Program Expenses.** The goal of this program is to establish a revolving loan pilot program to provide financing for businesses and homeowners who undertake energy audits and retrofits. This initiative will help promote City's sustainability initiative, help residents control rising energy costs and lower the community's overall carbon footprint. The program is projected to serve residential, commercial, and non-profit buildings within City. To achieve these goals, Subrecipient will perform the necessary tasks to establish the Revolving Loan Pilot Program and City will pay Subrecipient up to the not-to-exceed amounts set forth in the attached Exhibit A for the work performed, unless modified by a mutually agreed to written amendment by both Parties.

**3.3. Payment.**

3.3.1. As loan applications are approved, Subrecipient shall submit invoices to City to be paid within thirty (30) days of receipt. Each invoice shall include: (i) the invoice date, (ii) the loan amount, and (iii) the loan security amount. As administrative expenses are incurred, Subrecipient shall submit invoices to City to be paid within thirty (30) days of receipt. Each invoice shall include: (i) the invoice date, (ii) the period of performance, (iii) the summary of expenses, (iv) the name of the vendor or payee, (v) the amounts paid to each vendor or payee named in the invoice; and (vi) the description of the good or

service provided by vendor or payee named in the invoice. Subrecipient shall submit an original invoice to:

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

Subrecipient shall forward a copy of the original invoice to:
Department of Administrative Services
Attention: Marco Velotta
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101-2986

## ARTICLE 4
## AGREEMENT TERM AND SCOPE OF WORK

**4.1. Agreement Term**. The term of this Agreement is effective on the date entered into the first paragraph of this Agreement upon execution of an authorized agent of City. The term of this Agreement will expire on October 25, 2012, unless extended by written mutual agreement of both Parties.

**4.2. Scope of Work**. As a condition to this Agreement, Subrecipient agrees to establish a revolving loan pilot program with an FDIC-insured commercial lending institution to provide financing for energy audits and retrofits. These activities will be conducted in the following manner:

4.2.1. Subrecipient will establish a revolving loan pilot program.

4.2.2. Subrecipient will market Green Chips Revolving Loan Program to homeowners through City's existing Green Building Program home energy audit rebate incentive in partnership with HomeFree Nevada.

4.2.3. Interested homeowners will schedule a home energy audit with a HomeFree Nevada qualified auditor.

4.2.4. Based on the recommendations of the audit, homeowners will choose retrofit measures and retain a HomeFree Nevada-qualified retrofit contractor.

4.2.5. Homeowners will submit to Green Chips the loan application together with audit recommendations and retrofit scope of work.

4.2.6. Upon completion of the retrofit improvements, contractor will submit documentation of improvements and energy savings to Green Chips.

4.2.7. Green Chips will disburse funds either directly or through a commercial lending institution, to retrofit contractor and arrange repayment terms with homeowner.

4.2.8. Once the loan is repaid, the revolving loan fund is replenished with the principal and interest earned, enabling new loans.

**4.3. Audit Report.** Subrecipient shall provide to City the following:

4.3.1. Monthly progress report on number of residential, commercial, and nonprofit properties retrofitted and amount of energy saved in kilowatt hours and reduction of greenhouse gas emissions in $C0_2$ metric tons.

4.3.2. Monthly report on the performance of the loan portfolio, including total monies outstanding, repayment outlook, and delinquencies.

## ARTICLE 5
## OTHER TERMS AND CONDITIONS

**5.1. Legal Notice**. All legal notices required pursuant to the terms and conditions of this MOU shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this MOU shall be deemed to have been given when:

(i) Received by the Party to whom it is directed by hand delivery or personal service; Transmitted by facsimile with confirmation of transmission, or
(ii) Sent by U.S. Mail via certified mail-return receipt requested at the following addresses:

FOR CITY:
City of Las Vegas
Department of Administrative Services
400 Stewart Avenue
Las Vegas, Nevada 89101
Phone: (702) 229-4173

FOR SUBRECIPIENT:
Green Chips
Attention: Gary Wood
3050 East Flamingo Road
Las Vegas, Nevada 89121
Phone: (702) 799-1010

**5.2. Disputes**.

5.2.1. For each claim or dispute arising between the Parties under this Agreement, the Parties shall attempt to resolve the matter through escalating levels of their respective managements. In the event the matter cannot be successfully resolved in this manner, 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 Subrecipient, Subrecipient shall notify City of its intent to proceed further with the claim or dispute, and in response thereto, City shall notify Subrecipient as to its selected forum for resolution. For any and all claims or disputes asserted by City, City shall notify Subrecipient 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.

5.2.2. If arbitration is selected by 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.

5.2.3. The laws of the State of Nevada shall govern this Agreement and the venue for purposes of such litigation or arbitration shall be in City.

**5.3. Termination for Convenience.** Either Party shall have the right at any time to terminate further performance of this Agreement, in whole or in part, for any reason whatsoever. Such termination shall be effected by written notice from the terminating Party. On the effective date of the termination, Subrecipient shall terminate all work and take all reasonable actions to mitigate expenses. Subrecipient shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by City. In the event of such termination, City agrees to pay Subrecipient within 30 days after receipt of a correct, adequately documented written request. City's sole liability under this Paragraph is for payment of the costs for the work pursuant to this Agreement and actually performed by Subrecipient.

**5.4. Indemnification.** Subrecipient shall protect, indemnify and hold harmless City, its officers, employees, agents 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 City, as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of Subrecipient, its officers, employees, or agents in the performance of the terms, conditions and covenants of Agreement, regardless of whether the Liabilities were caused in part by City.

**5.5. Assignment.** Neither Party may assign their rights nor delegate their duties under this agreement 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 Agreement.

**5.6. Waiver.** Waiver of any terms of this Agreement shall not be valid unless it is in writing signed by each Party. The failure of 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 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.

**5.7. Audit of Records.** Subrecipient agrees to maintain the financial books and records (including supporting documentation) pertaining to the obligations, terms and conditions of this Agreement 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 Agreement, 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 Subrecipient stops operations, Subrecipient shall forward copies of these books and records to City to be retained by City for the period of time required herein.

**5.8. 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 or provision held to be void.

**5.9. 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.

**5.10. Public Records.** 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). All of 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 and all supporting are deemed to be public records.

**5.11. Entire Agreement.** This Agreement represents the entire and integrated agreement between City and HomeFree Nevada. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

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**5.12. Counterpart Signatures.** This Agreement may be executed in counterparts, all such counterparts will constitute the same Agreement 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.

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

**CITY OF LAS VEGAS**

By: _____
Oscar B. Goodman, Mayor

ATTEST:

By _____ 6/23/10
Beverly K. Bridges, MMC, City Clerk Date

APPROVED AS TO FORM:

By _____ 6/3/10
Deputy City Attorney Date
John S. Ridilla
Deputy City Attorney

**GREEN CHIPS**

By: _____
Gary Wood, ~~President~~ V.P.

**EXHIBIT "A"**

**GREEN CHIPS REVOLVING LOAN PILOT PROGRAM**
**EXPENSE SCHEDULE**

| | |
|---|---|
| **PROGRAM TOTAL** | **$200,000** |
| Capitalize Revolving Loan | $180,000 |
| Administrative Costs (Maximum 10%) | $20,000 |
| Staff | $15,000 |
| Insurance | $1,500 |
| Equipment | $500 |
| Office Supplies | $500 |
| Postage | $500 |
| Marketing Materials | $2,000 |

**EXHIBIT "B"**

**GREEN CHIPS REVOLVING LOAN PILOT PROGRAM**
**IMPLEMENTATION PLAN**

**SAMPLE GREEN CHIPS RETROFIT REVOLVING LOAN**

| | |
|---|---|
| Loan Amount: | $5,000 |
| Annual Interest Rate: | 2% |
| Loan Period in Years: | 7 |
| Scheduled Monthly Payment Amount: | $63.84 |
| Scheduled Number of Payments: | 84 |
| Total Loan Interest Paid: | $362.32 |
| Loan Security CD Amount: | $5,000 |
| Loan Security CD Interest Paid (1.5%*): | $743.43 |
| Total Amount Returned to Fund on Repayment of Loan: | $11,111.75 |

*Average interest rate on 2-year Certificate of Deposit as of 4/14/2010.

**Disclosure of Principals**

The principals and partners of Green Chips and all persons and entities holding more than 1% interest in Green Chips or any principal of Green Chips are the following:

| FULL NAME | BUSINESS ADDRESS | BUSINESS PHONE |
|---|---|---|
| 1. Mayor Oscar B. Goodman | City of Las Vegas<br>400 E. Stewart Ave<br>Las Vegas, NV 89101 | (702) 229-6241 |
| 2. Jan Jones | Harrah's Entertainment, Inc.<br>One Caesars Palace Drive<br>Las Vegas, NV 89109 | (702) 407-6387 |
| 3. Cindy Ortega | MGM MIRAGE<br>Energy and Environmental Services<br>4882 Frank Sinatra Drive<br>Las Vegas, NV 89109 | (702) 590-5580 |
| 4. Mayor Andy A. Hafen | City of Henderson<br>240 Water Street<br>P.O. Box 95050<br>Henderson, Nevada 89009-5050 | (702) 267-2085 |
| 5. Terry Jicinsky | Las Vegas Convention<br>& Visitors Authority<br>3150 Paradise Road<br>Las Vegas, NV 89109 | (702) 892-0711 |
| 7. John Owens | NV Energy<br>6226 West Sahara Avenue<br>Las Vegas, Nevada 89146 | (702) 402-5000 |
| 8. Debra Gallo | Southwest Gas Corporation<br>5241 Spring Mountain Road<br>Las Vegas NV 89150-0002 | (702) 364-3309 |
| 9. Tom Axtell | Vegas PBS<br>3050 East Flamingo Road<br>Las Vegas, NV 89121 | (702) 799-1010 |
| 10. Thomas Morley | Laborers' Local 872<br>4201 E Bonanza Rd # 101<br>Las Vegas, NV 89110 | (702) 438-8027 |
| 11. Chris Giunchigliani | Clark County<br>500 S. Grand Central Parkway<br>Las Vegas, Nevada 89106 | (702) 455-3503 |

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

GREEN CHIPS

By: Gary A Wood 6/3/10
Gary A. Wood, P.E.
Its: Vice-President

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

Notary Public

Notary Public - State of Nevada
County of Clark
ROSENDA ADDISON
My Appointment Expires
No: 96-6020-1 November 15, 2012

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

# *AGENDA SUMMARY PAGE*

## CITY COUNCIL MEETING OF: JUNE 16, 2010

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

**SUBJECT:**
Approval of a Memorandum of Understanding between the City of Las Vegas and HomeFree Nevada to sub award $100,000 for a Home Performance with ENERGY STAR energy audit and retrofit rebate program as part of the Energy Efficiency and Conservation Block Grant (EECBG) through the American Recovery and Reinvestment Act (ARRA) of 2009 - All Wards

**Fiscal Impact**

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
**Amount:** $100,000
**Funding Source:** Energy Efficiency and Conservation Block Grant
**Dept./Division:** Office of the City Manager/Administrative Services

**PURPOSE/BACKGROUND:**
On December 16, 2009, the City Council accepted $5,449,200 of the Energy Efficiency and Conservation Block Grant (EECBG) under the American Recovery and Reinvestment Act (ARRA) for energy efficiency education, solar panels, energy efficient retrofits to City facilities and community energy audits and retrofits. The City, as a part of its Green Building Program has recognized HomeFree Nevada as Nevada's Home Performance with ENERGY STAR program and has provided incentives to approved auditors and contractors to complete energy audits and retrofits for homeowners.

**RECOMMENDATION:**
Approval

**BACKUP DOCUMENTATION:**
1. Agenda Memo
2. ARRA Program Agreement
3. Exhibit A: Program Guide for Existing Residential Energy Audits and Retrofits
4. Exhibit B: Energy Efficiency and Conservation Block Grant Program Subrecipient or Subcontractor Flowdown Requirements
5. Disclosure of Principals

City of Las Vegas

## *AGENDA MEMO*

**CITY COUNCIL MEETING DATE: JUNE 16, 2010**
**DEPARTMENT: ADMINISTRATIVE SERVICES**
**ITEM DESCRIPTION: Approval of a Memorandum of Understanding between the City of Las Vegas and HomeFree Nevada to sub award $100,000 for a Home Performance with ENERGY STAR energy audit and retrofit rebate program as part of the Energy Efficiency and Conservation Block Grant (EECBG) through the American Recovery and Reinvestment Act (ARRA) of 2009**

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The City will provide sub award up to $100,000 of EECBG funds to HomeFree Nevada for approved Auditors and Contractors to perform energy audits and retrofits to program standards for community homeowners. No more than $20,000 will be incurred by HomeFree Nevada for administrative purposes to help implement the program other local jurisdictions have made similar commitments to this effort. This allocation will help create jobs in the home performance contracting industry, will help reduce community greenhouse gas emissions, and extends the Sustainable Energy Strategy (R-50-2008) goal of creating a regional Home Performance energy audit and conservation program with incentives to residents who enroll in the program.

## ARRA PROGRAM AGREEMENT

THIS ARRA PROGRAM AGREEMENT ("Agreement") is made and entered into this 16TH day of June, 2010, by and between the City of Las Vegas, a municipal corporation in the State of Nevada ("City") and HomeFree Nevada, a Nevada nonprofit corporation ("Subrecipient"). City and Subrecipient individually or collectively referred to herein as the "Party" or "Parties."

## RECITALS

WHEREAS, City has entered or anticipates entering into a funding agreement involving the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("ARRA Program"); and

WHEREAS, City receives funds under the ARRA Energy Efficiency and Conservation Block Grants-Formula Grant program of the United States Department of Energy, as authorized by the American Recovery and Reinvestment Act of 2009; and

WHEREAS, the purpose of the Energy Efficiency and Conservation Block Grant ("EECBG") Program is to assist eligible entities in creating and implementing strategies to:

a. Reduce fossil fuel emissions in a manner that is environmentally sustainable and, to the maximum extent practicable, maximizes benefits for local and regional communities:
b. Reduce the total energy use of the eligible entities; and
c. Improve energy efficiency in the building sector, the transportation sector, and other appropriate sectors.

WHEREAS, City is responsible for planning, administering, and implementing the ARRA Program to ensure that it conforms to the required terms and conditions; and

WHEREAS, City as grantee, wishes to engage Subrecipient to assist City in utilizing such funds by providing services to meet one or more of the ARRA Program's objectives (the "Project");

WHEREAS, City may utilize ARRA funds in whole or in part for the engagement of Subrecipient for the Project;

WHEREAS, the services which are funded by the EECBG program will benefit the citizens and families within the jurisdiction of City, and in accordance the "Implementation Plan" of the Home Performance with Energy Star Program for existing homes, will meet the EECBG program goals and objectives as enumerated in the purpose of the Project.

WHEREAS, Subrecipient, located at Las Vegas PBS, 3050 Flamingo Road, Las Vegas, NV 89121 proposes to achieve the purposes of the ARRA Program through its implementation plan as part of the Project, administered in City, and

WHEREAS, Subrecipient has applied to City for grant assistance to fund the Project; and

WHEREAS, pursuant to NRS 244.1505 City's City Council may expend money for any purpose which will provide a substantial benefit to the inhabitants of City or grant money to a private organization, not for profit, to be expended for the selected purpose; and

WHEREAS, City's City Council hereby determines that the purpose for which the funds will be used by Subrecipient, as identified at Exhibit "A", "HomeFree Nevada Program Guide", attached hereto and incorporated herein by this reference, as if fully set forth, will provide a substantial benefit to the inhabitants of City;

NOW, THEREFORE, in view of the above premises, City and Subrecipient agree as follows:

## ARTICLE 1
## ARRA FEDERAL FUNDING REQUIREMENTS

1.1 Federal General Conditions.

1.1.1 Subrecipient acknowledges that ARRA funds may be used for the Project and Subrecipient agrees to comply with the all federal laws, orders, regulations and directives. The applicable ARRA federal award terms shall govern over any conflicts with other federal terms or Agreement provisions.

1.2 Records.

1.2.1 Subrecipient shall provide City and Comptroller General of the United States through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the program; and shall establish a proper accounting system in accordance with generally accepted accounting standards or Federal agency directives, and to cooperate with any required financial and compliance audits in conducted in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations." All financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 43 CFR 12 Subpart C, Section 12.82 titled Retention and access requirements for records.

1.3 Conflict Of Interest.

1.3.1 Subrecipient agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

1.3.2 No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit arising from it. However, this clause does not apply to this Agreement to the extent that this Agreement is made with a corporation for its general benefit.

1.4 Federal Statutes.

1.4.1 Subrecipient agrees to comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

1.4.2 Subrecipient agrees to comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

1.4.3 Subrecipient agrees to comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) regarding labor standards for federally-assisted construction sub-agreements.

1.4.4 Subrecipient agrees to comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

1.4.5 Subrecipient agrees to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

1.4.6 Subrecipient agrees to cooperate with the grant awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

1.5 ARRA Conditions.

1.5.1 Subrecipient agrees to comply with all requirements of ARRA, as may be updated, including but not limited to the following terms:

1.5.1.1 Subcontracts. These ARRA requirements include and require performance by each contractor, subcontractor, and supplier at all tiers equal to that required by the Subrecipient. Subrecipient agrees to include and flow-down all ARRA requirements and provisions in all contracts and purchase orders at any tier entered into hereunder.

1.5.1.2 Registration. Subrecipient shall obtain a DUNS number and register in the Central Contractor Registration database no later than the date the first report is due under FAR 52.204-11 American Recovery and Reinvestment Act Reporting Requirements, maintain current registrations in the Central Contractor Registration database at all times during which they have active federal awards funded with ARRA funds, and complete other registration requirements as determined by the Director of the Office of Management and Budget.

1.5.1.3 Reporting. Subrecipient shall report quarterly on project or activity status, job creation and preservation, and subcontract information. Subrecipient agrees that it will provide all information and documentation required by City in order to comply with both the ARRA and EECBG programs.

1.5.1.4 Buy American. Subrecipient shall comply with the ARRA section 1605 domestic sourcing (Buy American) requirements that apply to certain iron, steel and manufactured goods, and the Buy American Act (41 U.S.C. 10a-10d), and to specify and allow only compliant goods and materials for use in the Project. During the preparation of documents, the Subrecipient shall verify with the supplier and manufacturer that they have a compliant product if no model number is being stated in the documents, and that a particular model is compliant if listing model numbers. Subrecipient is responsible for verifying compliance of all contractor submittals. The Subrecipient is responsible for compliance of their subcontractors at all tiers. The Buy American requirement shall be stated in each specification section providing construction materials. Subrecipient and subcontractors at all tiers are required to keep records of their efforts to verify compliance for each product used and provide the records to City upon request. The Subrecipient shall be responsible for the removal and replacement of foreign goods and the reduction of the federal award amount should foreign goods be allowed to remain, caused by the Subrecipient's failure to comply with the Buy American provisions.

1.5.1.5 Waivers. The Subrecipient shall not utilize any waivers allowed by the Buy American or other provisions of ARRA without the prior written approval of City, which City may refuse to grant without assigning any reason for the refusal. Waiver of Buy American refers to the three allowed circumstances of: (1) unavailability, (2) 25 percent cost increase, and (3) not in the public interest, described in 74 FR 18452, 176.60 and 176.80.

1.5.1.6 Segregation and Payment of Costs. Subrecipient shall separately track and maintain records that identify adequately the source and application of ARRA funds to ensure proper accounting and reporting of expenditures in single audits. The Subrecipient agrees to maintain timesheets to document hours worked for activities related to this Project that segregate ARRA funded activities from unrelated activities. Invoices must clearly indicate the portion of requested payment that is for work funded by ARRA.

1.5.1.7 Transparency. The Subrecipient agrees to comply with the Federal Funding Accountability and Transparency Act of 2006, as amended, and the Government Funding Transparency Act of 2008, as may be amended, and acknowledges that information about this Agreement, the Project, and the Subrecipient will be publicly available including publishing on the Internet, and agrees to provide all reported data through City unless directed to provide it directly to the federal agency.

1.5.1.8 Access to Records and Employees. The Subrecipient shall comply with the access provisions of Sec. 901, Sec. 902, and Sec. 1515(b) of ARRA including granting City, U.S. Comptroller General, Inspector General of a federal department or agency, and other federal authorities and the representatives of any, the authorization to examine any records of the Subrecipient or any of its subcontractors that directly pertain to, and involve transactions relating to, this Agreement or subcontracts; and authorization to interview any officer or employee of the Subrecipient or any of its subcontractors regarding such transactions. The Subrecipient and subcontractors shall provide access at all reasonable times before and during the period of retention and provide proper facilities for such inspection and audit.

1.5.1.9 Records Retention. All financial and cost reports, books of account and supporting documents, system files, data bases, and other data evidencing costs allowable, collections accruing to the Subrecipient in connection with the work under this Agreement, other applicable credits, and fee accruals under this Agreement, shall be the property of the U.S. Government, and shall be delivered to the U.S. Government or otherwise disposed of by the Subrecipient as directed the awarding federal agency contracting officer. Except as otherwise directed by the awarding federal agency contracting officer, all records in the possession of the Subrecipient relating to this Agreement shall be preserved by the Subrecipient for a minimum period of three years after final payment.

1.5.1.10 Inspection. City, federal agencies, and their representatives shall have the right to inspect the work and activities of the Subrecipient and subcontractors under this Agreement at such time in such manner as it shall deem appropriate.

1.5.1.11 False Claims. The Subrecipient and subcontractors at all tiers shall promptly refer to City and Inspector General of the federal agency any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds (False Claims Act, 31 U.S.C. sec. 3729-3733)(ARRA Sec. 1553).

1.5.1.12 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 [Mar 2009]. (a) The Subrecipient shall post notice of employee rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5). (b) The Subrecipient shall include the substance of this clause including this paragraph (b) in all subcontracts.

1.5.1.13 Subcontracting Preferences. Subrecipient shall to the maximum extent practicable give a preference to small businesses, disadvantaged business enterprises, and local hiring in the award of subcontracts.

1.6 EECBG Conditions

1.6.1 Subrecipient agrees to comply with all requirements of the Energy Efficiency and Conservation Block Grant program, as may be updated, including but not limited to the following terms provided in Exhibit "B."

1.7 Modification of Agreement.

1.7.1 Amendment or Revision Required By ARRA. The Subrecipient agrees to comply with any modifications or additional requirements that may be imposed by law and future guidance and clarifications of ARRA requirements without amending this Agreement or additional compensation. Should ARRA or any applicable federal statutes or regulations require modification of this Agreement, Subrecipient and City hereby agree to amend or otherwise revise this Agreement.

1.7.2 Provisions Required By Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

## ARTICLE 2
## FUNDS CONTRIBUTION

2.1 Contribution of Funds. Subject to the terms of this Agreement, City hereby agrees to grant One Hundred Thousand Dollars and No Cents ($100,000.00) in EECBG Funds ("Funds") to assist Subrecipient with the costs of providing services to create jobs to create and develop a home performance industry and value of homes during the period from _____, 2010 through October 26, 2012 as outlined in Exhibit "B", attached hereto and incorporated herein by this reference.

2.2 Limitation of Funding. City shall not provide any additional funding beyond the grant of One Hundred Thousand Dollars and No Cents ($100,000.00) and City shall not be obligated to pay claims beyond that amount, except for any additional funds approved by City's City Council and by a written addendum mutually agreed to by both parties.

2.3 Technical Assistance, Administration, Reporting, and Support. City shall provide staff time and support for technical assistance, and administration for implementation of the grant program, reporting, Home Performance with EnergySTAR compliance, all pursuant to the terms and conditions set for by ARRA and the EECBG in Exhibit "B."

## ARTICLE 3

**EXPENSES AND PAYMENTS**3.1 Administration. The intent of this award is to benefit the community in City to the greatest extent possible. As a condition to receiving the grant funds provided herein, Subrecipient covenants and agrees to incur no more than Twenty Thousand Dollars and No Cents ($20,000.00) towards the cost for administering the Project. This administrative cap includes the administrative expenses necessary to conduct operations related to the work performed authorized under this Agreement.

3.2 Goals, Audit and Retrofit Expenses. The goal of this Project is to establish a community energy audit rebate program in conjunction with Home Performance with EnergyStar which will result in significant energy and carbon reductions and cost savings for the community. Rebates will be granted to homeowners that complete the audit and minimum retrofits according to Home Free Nevada program standards. Each job, performed to HomeFree Nevada and Home Performance with EnergySTAR standards, will consist of a $350 rebate to a HomeFree Nevada approved Auditor the energy audit, $250-$500 matching rebates to a HomeFree Nevada approved Contractor, and $200 to the Energy Auditor for completing post retrofit tests. Subrecipient's Auditors and Contractors covenant and agree to invoice no

more than Eighty Thousand Dollars and No Cents ($80,000.00) worth of rebates to performing energy audit services.

## ARTICLE 4
## AGREEMENT TERM AND SCOPE OF WORK

4.1 Agreement Term. The term of this Agreement is effective on the date entered into the first paragraph of this Agreement upon execution of an authorized agent of City. The term of this Agreement will expire on October 26, 2012, unless extended by written mutual agreement of both parties.

4.2 Scope of Work. As a condition to this Agreement, Subrecipient agrees that it will facilitate the administration of a Home Performance with EnergySTAR program and establish a local home performance industry by implementing a rebate program that provides rebates for home energy audits. These activities will be conducted in the manner described in Exhibit "A".

4.2.1 As work is completed as set forth in Exhibit "A", Auditors and Contractors shall submit invoices for energy audits performed to the Subrecipient to be paid with EECBG funds within thirty (30) days of receipt. Each invoice shall include: (i) the invoice date, (ii) the period of performance, (iii) the summary of expenses, (iv) the address of the Participant, and (v) the description of the work performed. Invoices should be submitted as specified in Exhibit "A" or to:

City of Las Vegas Green Building Program- HomeFree Nevada Energy Audits
Attention: Marco Velotta
400 E. Stewart Ave
Las Vegas, Nevada 89101
Phone: (702) 229-4173

## ARTICLE 5
## OTHER TERMS AND CONDITIONS

Legal Notice. All legal notices required pursuant to the terms and conditions of this MOU shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this MOU 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 CITY:
City of Las Vegas Green Building Program- HomeFree Nevada Energy Audits
Attention: Marco Velotta
400 Stewart Ave
Las Vegas, Nevada 89101
Phone: (702) 229-4173

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FOR SUBRECIPIENT:

HomeFree Nevada
Attention: Executive Director
3050 East Flamingo Road
Las Vegas, Nevada 89121
Phone: (702) 799-1010

5.2 Disputes. For each claim or dispute arising between the parties under this Agreement, the parties shall attempt to resolve the matter through escalating levels of their respective managements. In the event the matter cannot be successfully resolved in this manner, 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 Subrecipient, Subrecipient shall notify City of its intent to proceed further with the claim or dispute, and in response thereto, City shall notify Subrecipient as to its selected forum for resolution. For any and all claims or disputes asserted by City, City shall notify Subrecipient 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.

5.2.1 If arbitration is selected by 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.

5.2.2 The laws of the State of Nevada shall govern this Agreement and the venue for purposes of such litigation or arbitration shall be in City.

5.3 Termination for Convenience. Either party shall have the right at any time to terminate further performance of this Agreement, in whole or in part, for any reason whatsoever. Such termination shall be effected by written notice from the terminating party. On the effective date of the termination, Subrecipient shall terminate all work and take all reasonable actions to mitigate expenses. Subrecipient shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by City. In the event of such termination, City agrees to pay Subrecipient within 30 days after receipt of a correct, adequately documented written request. City's sole liability under this Paragraph is for payment of the costs for the work pursuant to this Agreement and actually performed by Subrecipient.

5.4 Indemnification. Subrecipient shall protect, indemnify and hold harmless City, its officers, employees, agents 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 City, as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of Subrecipient, its officers, employees, or agents in the performance of the terms, conditions and covenants of Agreement, regardless of whether the Liabilities were caused in part by City.

5.5 Assignment. Neither party may assign their rights nor delegate their duties under this agreement 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 Agreement.

5.6 Waiver. Waiver of any terms of this Agreement shall not be valid unless it is in writing signed by each party. The failure of 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 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.

5.7 Audit of Records. Subrecipient agrees to maintain the financial books and records (including supporting documentation) pertaining to the obligations, terms and conditions of this Agreement 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 Agreement, 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 Subrecipient stops operations, Subrecipient shall forward copies of these books and records to City to be retained by City for the period of time required herein.

5.8 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 or provision held to be void.

5.9 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.

5.10 Public Records. 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). All of 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 and all supporting are deemed to be public records.

5.11 Entire Agreement. This Agreement represents the entire and integrated agreement between City and HomeFree Nevada. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

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5.12 Counterpart Signatures. This Agreement may be executed in counterparts, all such counterparts will constitute the same Agreement 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.

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

**CITY OF LAS VEGAS**

By: _____
Oscar B. Goodman, Mayor

ATTEST:

By _____ 6/23/10
Beverly K. Bridges, MMC, City Clerk Date

APPROVED AS TO FORM:

By _____ 6/3/10
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

**HOMEFREE NEVADA**

By: _____
Dr. Robert Fielden, President

# EXHIBIT A

# PROGRAM GUIDE FOR EXISTING RESIDENTIAL ENERGY AUDITS AND RETROFITS

# PROGRAM GUIDE FOR EXISTING RESIDENTIAL ENERGY AUDITS AND RETROFITS

## Introduction

On October 18, 2006, the City of Las Vegas approved a Green Building Resolution (R-81-2006) which helped create the City's Green Building Program. Together with the city's community partners, this program was developed as an evolving program to support and expand green building. Additionally, the resolution requires that the City use its best efforts to ensure that all public buildings built by and for the City are built to LEED Silver standards (or equivalent) and established the Green Building Special Revenue Fund, which receives 25 percent of any incremental increase in utility franchise fees, not to exceed $2.5 million per year.

The City revised its Green Building Program in August 2009 by including new incentives and standards for new residential and commercial construction, as well as retrofits to existing homes and commercial structures. The City recognizes the HomeFree Nevada program, Southern Nevada's Home Performance with ENERGY STAR program, as a standard for providing energy efficient retrofits for homeowners. Under the updated Program, the City offers a rebate to HomeFree Nevada certified Auditors and Contractors for worked performed at the homes of program applicants using Green Building Special Revenue Funds. Payments for energy audits are valued at $500 per home, while up to $500 is paid for energy savings improvements.

Given the success of the HomeFree Nevada program at providing low cost energy audits during the economic downturn in Southern Nevada, the City of Las Vegas and HomeFree Nevada recognize the needs of homeowners to save money on their energy bills, in addition to improving the energy efficiency, comfort, health, safety, durability, and value of their homes. The City of Las Vegas and HomeFree Nevada have created demand for energy auditing and retrofitting services, which has created jobs for the region. As a result of new HomeFree Nevada program standards and the desire to help further the goals of HomeFree Nevada and its Sustainability Initiative, the City of Las Vegas is launching an expanded home energy audit and retrofit incentive program. Under this new program, the City of Las Vegas will provide rebates to HomeFree Nevada approved Auditors and Contractors that complete jobs to HomeFree Nevada and Home Performance with Energy STAR standards:

- HomeFree Nevada approved Auditors- $550 rebate for audit and test out
    - $350 rebated for comprehensive energy audit
    - $200 rebated for post retrofit installation tests
- HomeFree Nevada approved Contractors- $250-$500 matching rebate for installation of energy retrofit measures

**City of Las Vegas Green Building Program: Energy Audit and Retrofit Incentives for Auditors and Contractors**

***Comprehensive Home Energy Audits***

As a part of its Green Building Program, the City of Las Vegas will provide $350 (as funds are available) to qualified energy auditing firms that perform a comprehensive home energy audit and retrofit to HomeFree Nevada program standards for residents that live within the limits of the City of Las Vegas. Qualifications and energy audit and retrofit procedures are specified in the HomeFree Nevada Program Implementation Plan (update forthcoming) and HomeFree Nevada Auditor and Contractor Program Guide and must include:

1. **Home Energy Audits in accordance to HERS/RESNET and BPI standards**
2. **Develop a Report Listing Audit Results and Recommended Improvements**
3. **Installation of measures**
4. **Post-Installation Tests or "Test-out"**

*Participation*

To participate in the City's Green Building Program under HomeFree Nevada, firms that provide auditing services must meet all HomeFree Nevada program standards. In addition to the standards established by HomeFree Nevada, as specified in the HomeFree Nevada Auditor and Contractor Program Guide, Auditors must:

- have a City of Las Vegas Business License
- be registered with the City as a vendor

After an Auditing firm signs up with HomeFree Nevada and verifies that their employees performing energy auditing services meet the HomeFree Nevada requirements and that they wish participate in the City's Green Building Program, HomeFree Nevada will provide the name and contact information of the auditing firm to the City. The City will then verify with the Auditing firm that they are licensed and registered as a vendor with the City and approve the firm to perform audits under the Green Building Program.

**Estimates**

Payments are made to auditors on a bi-monthly revolving cycle. Once approved by both the City of Las Vegas and HomeFree Nevada, energy audit work may begin. Each firm will provide an estimate to the City of Las Vegas that contains:

- The address of each home to be audited
- A quote of payment for services performed.

All estimates will be submitted electronically as a PDF to:
greenbuildingprogram@lasvegasnevada.gov

The City will then verify that each home is within the City of Las Vegas and create a requisition based on the estimate. Once a Purchase Order is created, the City will approve the Auditor to begin work and provide the Purchase Order number. For each auditing cycle, no more than 10

energy audits may be performed per Auditing firm (subject to change based on funding availability).

**Performing Energy Audits**
To receive payments for energy audit work performed, all energy audits must be performed to HomeFree Nevada standards, as specified in the HomeFree Nevada Auditor and Contractor Program Guide. At the completion of the energy audit and discussion of the audit report with the homeowner, the Auditor will submit an electronic copy of the completed Audit Report to auditreports@homefreenevada.org and pay the required $10 processing fee to HomeFree Nevada.

**Receiving Payments**
No later than the submission date specified in the schedule below, the Auditor will provide the City an invoice for work performed that contains the Purchase Order number. Should the estimate vary from the work performed, the Auditor will provide the City a new estimate with the corrected amount and the Purchase Order number.

All invoices will be submitted electronically as a PDF to:
greenbuildingprogram@lasvegasnevada.gov

After the Invoice is received, the City will verify with HomeFree Nevada that the reports for the homes listed in the invoice have been received and will process payment. Payments will be made to auditors net thirty days after invoices are submitted.

**Schedule for Energy Audit Payment**
By the 1st and 15th of each month, each auditor will:

- Submit projected (estimated) number of audits for the next cycle
  - Submit to greenbuildingprogram@lasvegasnevada.gov
- Perform the audits
- Submit completed audit reports (with processing fee)
  - Submit to auditreports@homefreenevada.org
- Submit an invoice for the completed audit reports
  - Submit to greenbuildingprogram@lasvegasnevada.gov
- Payments will be made to auditors net thirty days after invoices are submitted (i.e. for invoices due on the 15th of the month, payment will be made on 1st of the next month). Please refer to the chart on the accompanying page for a sample three month representation of the bi-monthly revolving cycle.

Please make all required submissions **ON** or **PRIOR TO** the listed dates (in the event of weekends or holidays). Late submissions will be included in the next cycle.

***Installation of Energy Efficient Retrofit Measures***
As a part of its Green Building Program, the City of Las Vegas will provide a minimum of $250 up to a $500 (as funds are available) ***matching rebate*** to qualified home performance contracting firms that install the energy retrofit measures described in a HomeFree Nevada Audit Report and listed in a scope of work. The installation of these measures must be to HomeFree Nevada

program standards for residents that live within the limits of the City of Las Vegas. Homeowners may choose other options to complete the retrofit work, but will not be eligible for the matching retrofit rebate unless using a contractor who meets the program requirements. In addition, the City will provide a $150 rebate to Auditors for completing all post installation tests for retrofits, as applicable and required. All test outs must be performed independent of the Contractor that performed the retrofit work.

*Participation*
Until June 30th, 2010, to participate in the City's Green Building Program, firms that provide home performance contracting services must meet the following requirements:

- BPI Certified Building Analyst and pass RESNET Written Exam
- Nevada Contractor's License and Bond
- Possess valid State and City of Las Vegas Business License
- Provide a completed W-9 Form
- General Liability Insurance ($1,000,000 minimum)
- Automobile Liability Insurance ($500,000 minimum)
- Workman's Compensation (as required by law; employer's liability - $500,000)
- Be registered with the City as a vendor
- Perform all contracting work to HomeFree Nevada standards and meet HomeFree Nevada guidelines

Copies of applicable documentation should be submitted to greenbuildingprogram@lasvegasnevada.gov for verification.

Beginning July 1st, 2010, participating Contractors must meet ***all*** HomeFree Nevada program standards and verify they have submitted a signed Contractor Participation Agreement with HomeFree Nevada. For Contracting firms signing up after July 1st, 2010, once the firm signs up with HomeFree Nevada and verifies that their employees performing retrofit services meet the HomeFree Nevada requirements and that they wish participate in the City's Green Building Program, HomeFree Nevada will provide the name and contact information of the Contractor to the City. The City will then verify with the Contractor that they are licensed and registered as a vendor and approve the firm to perform retrofits under the Green Building Program.

**Estimates**
Payments are made to contractors on a bi-monthly revolving cycle. Once approved by both the City of Las Vegas and HomeFree Nevada, post-audit retrofit and test out work may begin. Each Contractor and Auditor will provide an estimate to the City of Las Vegas that contains:

- The address of each home that was retrofitted and tested out (must have received an energy audit from a HomeFree Nevada approved Auditor)
- A quote of payment for services performed.

All estimates will be submitted electronically as a PDF to:
greenbuildingprogram@lasvegasnevada.gov

The City will then verify that each home is within the City of Las Vegas, received an energy audit from an approved Auditor, and create a requisition based on the estimate for each retrofit and test out. Once a Purchase Order is created, the City will approve the Contractor and Auditor to begin work and provide each a Purchase Order number. For each auditing cycle, no more than 10 energy audits may be performed per contractor (subject to change based on funding availability).

**Scope of Work and Homeowner Match**
A scope of work based on the Audit Report will be developed between the homeowner, Auditor, and Contractor to perform the measures specified in the Audit, as specified in the HomeFree Nevada Auditor and Contractor Program Guide and the HomeFree Nevada Installation of Measures Guidelines. Within the scope of work, the Contractor must clearly identify that the homeowner has provided $250 to $500 in matching funds and must provide an estimate of the cost to install the recommended measures, signed by the homeowner. The Contractor will submit an electronic copy of the completed scope of work to SOW@homefreenevada.org and pay the required $25 processing fee to HomeFree Nevada.

**Installation of Energy Retrofits**
To receive payments for work performed, all retrofits must be performed to HomeFree Nevada standards, as specified in the HomeFree Nevada Auditor and Contractor Program Guide.

**Test Out**
All post installation tests for retrofits must be performed independent of the contractor that has completed the work and must be performed to HomeFree Nevada standards, as specified in the HomeFree Nevada Auditor and Contractor Program Guide under the Post Installation Tests or "Test Out" section. Each job is not considered complete until HomeFree Nevada has received a signed HomeFree Nevada Post-Installation Tests and Inspection Form that indicates that all standards have been met (i.e., all tests and inspections have been passed successfully) and that no further actions are required. This form will be sent to testout@homefreenevada.org.

**Receiving Payments**
*Retrofits*
No later than the submission date specified in the schedule below, the Contractor will provide the City an invoice for work performed that contains the Purchase Order number. Should the estimate vary from the work performed, the Contractor will provide the City a new estimate with the corrected amount and the Purchase Order number.

All invoices will be submitted electronically as a PDF to:
greenbuildingprogram@lasvegasnevada.gov

After the Invoice is received, the City will verify with HomeFree Nevada that a HomeFree Nevada Post-Installation Tests and Inspection Form has been received for the homes listed in the invoice have been received and will process payment. Payments will be made to Contractors net thirty days after invoices are submitted.

*Test Out*
No later than the submission date specified in the schedule below, the Auditor will provide the City an invoice for the test out performed that contains the Purchase Order number. Should the estimate vary from the work performed, the Auditor will provide the City a new estimate with the corrected amount and the Purchase Order number.

All invoices will be submitted electronically as a PDF to:
greenbuildingprogram@lasvegasnevada.gov

After the Invoice is received, the City will verify with HomeFree Nevada that a HomeFree Nevada Post-Installation Tests and Inspection Form has been received for the homes listed in the invoice have been received and will process payment. Payments will be made to Auditors net thirty days after invoices are submitted.

For homeowners that have started retrofit work at homes previously audited by a HomeFree Nevada Auditor prior to April 15, 2010, Auditors may provide invoices for test out rebates until May 31st, 2010. Beginning June 1st, 2010, test out rebates will be paid only for work performed by a Contractor meeting the standards specified in the "Participation" subsection above.

**Schedule for Energy Retrofit and Test Out Payment**
By the 1st and 15th of each month, each Auditor and Contractor will:

- Submit projected (estimated) number of retrofits for the next cycle
    - Submit to greenbuildingprogram@lasvegasnevada.gov
- Perform the retrofits
- Submit completed scope of work, containing estimate (with processing fee)
    - Submit to sow@homefreenevada.org
- Ensure that the Auditor has submitted a signed HomeFree Nevada Post-Installation Tests and Inspection Form
    - Submit to testout@homefreenevada.org
- Contractors an invoice for the completed retrofits
    - Submit to greenbuildingprogram@lasvegasnevada.gov
- Auditors submit an invoice for completed test outs
    - Submit to greenbuildingprogram@lasvegasnevada.gov
- Payments will be made to contractors net thirty days after invoices are submitted (i.e. for invoices due on the 15th of the month, payment will be made on 1st of the next month). Please refer to the chart on the accompanying page for a sample three month representation of the bi-monthly revolving cycle.

Please make all required submissions **ON** or **PRIOR TO** the listed dates (in the event of weekends or holidays). Late submissions will be included in the next cycle.

## Energy Audit and Retrofit Job Procedures

At a minimum, all qualifying HomeFree Nevada programs must consist of the following elements, as specified by HPwES:

1. **Home Energy Audits in accordance to HERS/RESNET and BPI standards**
2. **Develop a Report Listing Audit Results and Recommended Improvements**
3. **Installation of measures**
4. **Post-Installation Tests or "Test-out"**

After an auditor or a contractor is approved by HomeFree Nevada under a qualifying program to perform work, they may proceed, provided that they perform the work as specified. While each auditing and contracting firm may customize their own line of work, they must follow these minimum guidelines and procedures.

## Home Energy Audits in accordance to HERS/RESNET and BPI standards

### Homeowner Interview

Auditors are first required to conduct an in-person or telephone interview to collect information about the home and homeowner's concerns, motivations and goals. HomeFree Nevada collects information from homeowners that sign up through the HFN website and will provide this information to the auditor when available. At a minimum, auditors should discuss the following information:

- Age of home and square footage
- Years the homeowner has lived there and number of occupants.
- Remodeling, additions, window replacements, or other recent changes or modifications
- Basic information about HVAC system(s), type of fuel, and age of systems (if known)
- Swimming pool or spas –pump operation, heated or not, heating source(s)
- Utility bill information- annual power and gas bills, highest monthly power and gas bills
- Comfort complaints (cold rooms/hot rooms, drafts, moisture and humidity)

Although not required, Auditors may consider conducting a walk-through with the homeowner to ascertain additional information.

### Conduct Home Energy Audit

Auditors will conduct a comprehensive Home Energy Audit to HERS/RESNET and BPI standards for the homeowner, covering the following areas:

- **Building Envelope Inspection**
  The building envelope offers many opportunities for energy efficiency improvements. Auditors are required to conduct an inspection of the building envelope:
  - Collect basic information on the envelope of the home
  - Note condition of external building envelope features (siding, trim, fascia, soffit areas, etc.) and check for moisture
  - Identify the Building Envelope's Thermal Characteristics, checking doors, windows, and thermal boundary
  - Identify air leakage characteristics (Blower door test to standard, infrared camera; zonal pressure differential test as needed)
  - Identify exterior wall insulation levels

- Identify renewable energy opportunities, if applicable

- **Heating, Ventilation, and Air Conditioning (HVAC) and Domestic Hot Water Systems Inspection**
  The HVAC and hot water systems can offer dramatic comfort and energy savings opportunities. Therefore, participating contractors will perform a basic inspection of the HVAC and hot water systems in the home as follows:
  - Determine number and type of thermostats and determine settings
  - Inspect the heating system and its characteristics
  - Inspect the air conditioning system and its characteristics (Duct Blaster and duct leakage testing)
  - Determine air conditioning refrigerant charge and condition of air handler and coil
  - Estimate AFUE of heating system and HSPF/SEER of heat pump/cooling system
  - Inspect distribution systems, filters, insulation, and ductwork
  - Inspect hot water system and its characteristics
  - Inspect the combustion appliance zone (CAZ) for safety issues
  - Inspect the living space for safety issues
  - Inspect mechanical exhaust ventilation systems (if present in bathrooms, kitchens, garages, attics, or other spaces).

- **Instrumented Tests on Combustion Appliances, Combustion Appliance Zone (CAZ) and Living Space**
  Performing these tests can help identify problems that affect the health and safety of the customer. Therefore, participating Auditors will perform diagnostic tests on combustion equipment including vented heating systems, water heaters and ovens, in accordance with the BPI Standards. This inspection includes:
  - Combustion appliance and CAZ tests of vented heating systems, water heaters and ovens including
    - Testing for Carbon monoxide measurement at each appliance
    - Testing for gas leaks
    - Draft measurement and spillage evaluation for atmospherically vented appliances
    - Worse-case negative pressure measurement for each CAZ
  - Ambient carbon monoxide readings.

- **Moisture Inspection**
  Performing inspections for moisture can help identify problems that affect the health and safety of the homeowner. This inspection includes the following:
  - Inspect basements and crawlspaces for moisture or moisture damage
  - Inspect around exterior of foundation for signs of moisture
  - Inspect attic for moisture deposition or damage on roof deck, rafters, joists, and insulation (wet or moisture-compacted insulation).
  - Inspect condition of windows and look for signs of condensation or other conditions that could cause damage or affect durability.
  - Inspect living space for evidence of high moisture levels in the living space, check for discoloration on walls behind headboards, furniture – corners of closets on

exterior walls, and other areas of stagnation and cold temperature for moisture deposition or damage and conditions that promote fungal growth

- **Appliance, Water Fixture, and Lighting Inspection**
  Performing inspections of appliances and lighting can help identify home essentials that could potentially increase the costs of energy usage. This inspection includes the following:
    - Review age and condition of major appliances and water fixtures.
    - Inspect high-use lighting areas for any obvious opportunities to upgrade old lighting with CFLs and energy efficient fixtures.

**Develop a Report Listing Audit Results and Recommended Improvements**

Once a HFN Auditor completes an audit and subsequent analysis of tests and findings, they are to review the findings of the audit with the homeowner. This is the opportunity to present the homeowner with the improvement opportunities and energy conservation measures discovered during the Audit and determine the solutions for improving the performance of the home. Therefore, the participating Auditor will discuss inspection findings and present a recommended scope of work to the homeowner.

At a minimum, the following elements are required to be included in a HFN Audit Report provided to a homeowner after the Audit has been completed and can be completely customized to the auditing firm's specifications:

- A cover page and/or introduction page(s) that include the following, at a minimum:
    - Participating Auditor name, contact information, and name of technician completing the Audit.
    - Homeowner's address
    - Date Audit was performed
    - HomeFree Nevada AND Home Performance with ENERGY STAR logo
- Required documentation must be included, either as an appendix or as a part of the Audit Report
    - A signed audit agreement between the auditing company and the homeowner
    - A RESNET Home Energy Rating Standard Disclosure Form
    - The home's rating information
        - Include the Home Energy Rating Certificate (HERS Rating)
        - Include the Home Performance with ENERGY STAR Energy Rating Certificate
- The body of the Audit Report containing the existing conditions, including REM/Rate Reports as specified (included as appendices for homeowner):
    - Air leakage visual inspection or diagnostic results.
        - Include Air Leakage REM/Rate Report
    - Insulation levels for walls, attic, rim-joists, and foundation (crawl, basement, or slab).
    - Approximate age and condition of HVAC equipment (heating, cooling, and ventilation fans), water heating equipment, and condition of exhaust flues for HVAC or water heating equipment that consumes fossil fuel.

    - Type and condition of windows and doors.
    - Duct system visual inspection findings.
    - Approximate age and condition of appliances.
        - Include Lights and Appliances Summary REM/Rate Report
    - Any signs of moisture deposition, building performance failures or conditions affecting the durability of the home.
    - Results of tests related to the use of combustion appliances (draft, spillage, carbon monoxide, combustion appliance zone (CAZ) depressurization and gas leak testing).
    - A summary of the home's approximate environmental impact
        - Include Emissions REM/Rate Report
- A set of recommended energy conservation measures that is reasonably comprehensive in identifying measures that save energy, address combustion safety, comfort, moisture deposition, durability or other building performance problems. Recommendations in the comprehensive work scope must address air leakage between the house and attached garage due to the potential for infiltration of carbon monoxide and other fumes. An estimate of current energy costs and potential energy savings from recommended improvements and improvement installation costs should also be included.
    - Include Action REM/Rate Report
    - Include Improvement Analysis REM/Rate Report
- A list of incentives and financing options for energy conservation measures, including tax credits, loans, rebates from NV Energy, Southwest Gas, Southern Nevada Water Authority, program sponsors, or other entities.
- A list of HFN Contractors approved by HFN to perform the recommended energy conservation measures. Auditors that have agreements with HFN approved Contractors may recommend them to perform the work; however, the Auditor must disclose to the homeowner that any HFN Contractor may be used.

Upon completing the discussion of the Audit Report with the homeowner, a copy of each Audit Report must be submitted to HFN electronically to the appropriate HFN staff or through the HFN website and to any other HFN approved program that requires such a report. HFN requires an administrative fee of $10 for each report that is submitted through the program, to be paid on the HFN website. Auditors are required to keep records of all HFN reports for a period of 5 years.

**Installation of measures**

HomeFree Nevada will provide a list of HFN Contractors approved by HFN to perform the recommended energy conservation measures to each Auditor to include in the Audit report. If HomeFree Nevada staff is available, they will meet with the homeowner and Auditor to make Contractor arrangements based on the scope of work established by the Auditor and homeowner. After arrangements are made, an agreement will be made between the homeowner and Contractor to perform the measures specified in the scope of work, based on the HomeFree Nevada Installation of Measures Guidelines. Any subcontractor used by a Contractor must also be approved by HomeFree Nevada. All installed measures will be in accordance with industry best practices.

## Post-Installation Tests or "Test-out"

When a participating contractor completes home performance improvements for a customer, the Auditor that performed the Audit will perform the post-installation tests and inspections described in this section, and enter the results in a "HomeFree Nevada Post-Installation Tests and Inspections" Form.

### Minimum Post Installation Test Requirements

The required post-installation tests will depend upon the scope of work:

- Confirmation that measures are properly installed
- A Blower Door test will be completed after installation of any of the following measures:
    - Enclosed cavity insulation representing more than 15% of the total building shell area.
    - Air sealing.
    - Sealing of ductwork outside the building envelope.
    - Replacement of atmospherically vented combustion appliance with sealed combustion appliance (due to removal of an exhaust appliance from the home).
- Minimum house ventilation requirement calculation will be performed whenever changes to the building shell requiring a blower door test have occurred to ensure that the home is receiving adequate outside air per BPI Standards
- Combustion appliance tests on all combustion equipment including vented heating systems, water heaters, and ovens, in accordance with BPI Standards, will be completed whenever changes to the building envelope and/or heating system have occurred. This inspection includes all of the following tests:
    - Carbon monoxide measurement at each appliance (including ovens).
    - Draft measurement and spillage evaluation for atmospherically vented appliances.
    - Worst-case negative pressure measurement for each CAZ.
- Inspection and testing of orphaned water heaters: water heaters may not be left venting alone into a previously shared chimney without ensuring the chimney meets appropriate NFPA requirements under the new condition and the water heater has been tested and passed all required combustion safety tests (spillage, draft, CAZ depressurization).
- If a new central air conditioner, heat pump, or furnace is installed, then the Contractor will provide a commissioning report documenting that the installation met the ACCA HVAC Quality Installation Specifications

If any of the tests or inspections show the need for corrective action, the Contractor can record the action item(s) in the Form or postpone completing the Form (including having the customer sign it) until those corrective actions have been made. Each job is not considered complete until HomeFree Nevada has received a signed HFN Post-Installation Tests and Inspection Form that indicates that all standards have been met (i.e., all tests and inspections have been passed successfully) and that no further actions are required.

At the conclusion of the test-out, each homeowner must sign and receive a copy of the HomeFree Nevada Post-Installation Tests and Inspections Form signifying their agreement that the job has been completed.

| | MONTH 1 | | | | | MONTH 2 | | | | | MONTH x | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 1 | 2nd -14th | 15 | 16th-EOM | EOM | 1 | 2nd -14th | 15 | 16th-EOM | EOM | 1 | 2nd -14th | 15 | 16th-EOM | EOM |
| **CYCLE A** | | | | | | | | | | | | | | | |
| Submit Projected # of Audits | | | | | | | | | | | | | | | |
| Perform Audits | | | | | | | | | | | | | | | |
| Submit Completed Audit Reports | | | | | | | | | | | | | | | |
| Submit Invoice | | | | | | | | | | | | | | | |
| Receive Payment For Audits | | | | | | | | | | | | | | | |
| **CYCLE B** | | | | | | | | | | | | | | | |
| Submit Projected # of Audits | | | | | | | | | | | | | | | |
| Perform Audits | | | | | | | | | | | | | | | |
| Submit Completed Audit Reports | | | | | | | | | | | | | | | |
| Submit Invoice | | | | | | | | | | | | | | | |
| Receive Payment For Audits | | | | | | | | | | | | | | | |

PERFORMANCE PERIOD
SUBMISSION DEADLINE
PAYMENT DATE
EOM = End of Month (30th/31st)

# EXHIBIT B

## ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT PROGRAM SUBRECIPIENT OR SUBCONTRACTOR FLOWDOWN REQUIREMENTS

# ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT PROGRAM

## SUBRECIPIENT OR SUBCONTRACTOR FLOWDOWN REQUIREMENTS

Subawardees who receive federal funds under an assistance agreement shall comply with the flow down requirements for subawardees specified in the "Special Provisions Relating to Work Funded under American Recovery and Reinvestment Act of 2009" which apply to this award. Additionally, as required by 10 CFR 600.2(b), 10 CFR 600.236, and 10 CFR 600.237, any new, continuation, or renewal award and any subsequent subaward shall comply with any applicable Federal statute, Federal rule, Office of Management and Budget (OMB) Circular and Government-wide guidance in effect as of the date of such award. These requirements include, but are not limited to the following:

a. DOE Assistance Regulations, 10 CFR Part 600 at http://ecfr.gpoaccess.gov.
b. In addition to 10 CFR 600, Appendix A, Generally Applicable Requirements, the National Policy Assurances to Be Incorporated as Award Terms in effect on date of award at http://management.energy.gov/business_doe/1374.htm apply.
c. 2 CFR 215, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)."
d. OMB Circular A-102, "Grants and Cooperative Agreements with State and Local Governments" Common Rules.
e. OMB Circular A-21, "Cost Principles for Educational Institutions," OMB Circular A-87, "Cost Principles for State , Local, and Indian Tribal Governments," OMB Circular A-122, "Cost Principles for Non-Profit Organizations," or FAR at 48 CFR Part 31, "Contract Cost Principles and Procedures," for Profit Organizations, as applicable.
f. OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
g. Subawardee Application/proposal as approved by DOE.

The following pages set forth subgrant flowdown provisions suggested for use in issuing subawards.

**Recipients are also advised that all contracts must include the provisions in 10 CFR 600.236, "Procurement", Section (i) "Contract Provisions", numbers 1-13.**

# SUBGRANT FLOWDOWN PROVISIONS FOR EECBG FINANCIAL ASSISTANCE AWARDS

## SPECIAL TERMS AND CONDITIONS

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## 1. RESOLUTION OF CONFLICTING CONDITIONS

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this award must be referred to the DOE Award Administrator for guidance.

## 2. CEILING ON ADMINISTRATIVE COSTS

STATES

a. State Recipients may not use more than 10 percent of amounts provided under the program for administrative expenses (EISA Sec 545 (c)(4)). These costs should be captured and summarized for each activity under the Projected Costs Within Budget: Administration.

b. Recipients are expected to manage their administrative costs. DOE will not amend an award solely to provide additional funds for changes in administrative costs. The Recipient shall not be reimbursed on this project for any final administrative costs that are in excess of the designated 10 percent administrative cost ceiling. In addition, the Recipient shall neither count costs in excess of the administrative cost ceiling as cost share, nor allocate such costs to other federally sponsored project, unless approved by the Contracting Officer.

LOCAL GOVERNMENT (Cities & Counties) and INDIAN TRIBES

a. Local government and Indian Tribe Recipients may not use more than 10 percent of amounts provided under this program, or $75,000, whichever is greater (EISA Sec 545 (b)(3)(A)), for administrative expenses, excluding the costs of meeting the reporting requirements under Title V, Subtitle E of EISA. These costs should be captured and summarized for each activity under the Projected Costs Within Budget: Administration.

b. Recipients are expected to manage their administrative costs. DOE will not amend an award solely to provide additional funds for changes in administrative costs. The Recipient shall not be reimbursed on this project for any final administrative costs that are in excess of the designated 10 percent administrative cost ceiling. In addition, the Recipient shall neither count costs in excess of the administrative cost ceiling as cost share, nor allocate such costs to other federally sponsored project, unless approved by the Contracting Officer.

## 3. LIMITATIONS ON USE OF FUNDS

a. By accepting funds under this award, you agree that none of the funds obligated on the award shall be expended, directly or indirectly, for gambling establishments, aquariums, zoos, golf courses or swimming pools.

b. Local government and Indian tribe Recipients may not use more than 20 percent of the amounts provided or $250,000, whichever is greater (EISA Sec 545 (b)(3)(B)), for the establishment of revolving loan funds.

c. Local government and Indian tribe Recipients may not use more than 20 percent of the amounts provided or $250,000, whichever is greater (EISA Sec 545 (b)(3)(C)), for subgrants to nongovernmental organizations for the purpose of assisting in the implementation of the energy efficiency and conservation strategy of the eligible unit of local government or Indian tribe.

## 4. REIMBURSABLE INDIRECT COSTS AND FRINGE BENEFIT COSTS

a. The Recipient is expected to manage their final negotiated project budgets, including their indirect costs and fringe benefit costs. DOE will not amend an award solely to provide additional funds for changes in the indirect and/or fringe benefit costs or for changes in rates used for calculating these costs. DOE recognizes that the inability to obtain full reimbursement for indirect or fringe benefit costs means the Recipient must absorb the underrecovery. Such underrecovery may be allocated as part of the Recipient's cost share**.**

b. If actual allowable [indirect and/or fringe benefit] costs are less than those budgeted and funded under the award, the Recipient may use the difference to pay additional allowable direct costs during the project period. If at the completion of the award the Government's share of total allowable costs (i.e., direct and indirect), is less than the total costs reimbursed, the Recipient must refund the difference.

## 5. USE OF PROGRAM INCOME

If you earn program income during the project period as a result of this award, you may add the program income to the funds committed to the award and used to further eligible project objectives.

## 6. STATEMENT OF FEDERAL STEWARDSHIP

DOE will exercise normal Federal stewardship in overseeing the project activities performed under this award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the award objectives have been accomplished.

## 7. SITE VISITS

DOE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical

assistance, if required. You must provide, and must require your subawardees to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

## 8. REPORTING REQUIREMENTS

a. Requirements. The reporting requirements for this award are identified on the Federal Assistance Reporting Checklist, DOE F 4600.2, attached to this award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the award. Noncompliance may result in withholding of future payments, suspension or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

b. Additional Recovery Act Reporting Requirements are found in the Provision below labeled: "REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF THE RECOVERY ACT."

## 9. PUBLICATIONS

a. You are encouraged to publish or otherwise make publicly available the results of the work conducted under the award.

b. An acknowledgment of DOE support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

> *Acknowledgment*: "This material is based upon work supported by the Department of Energy [National Nuclear Security Administration] [add name(s) of other agencies, if applicable] under Award Number(s) [enter the award number(s)]."
>
> *Disclaimer*: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

## 10. FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS

You must obtain any required permits, ensure the safety and structural integrity of any repair, replacement, construction and/or alteration, and comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this award.

## 11. LOBBYING RESTRICTIONS

By accepting funds under this award, you agree that none of the funds obligated on the award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

## 12. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS

You are restricted from taking any action using Federal funds, which would have an adverse effect on the environment or limit the choice of reasonable alternatives prior to DOE providing either a NEPA clearance or a final NEPA decision regarding this project.

If you move forward with activities that are not authorized for Federal funding by the DOE Contracting Officer in advance of the final NEPA decision, you are doing so at risk of not receiving Federal funding and such costs may not be recognized as allowable cost share.

If this award includes construction activities, you must submit an environmental evaluation report/evaluation notification form addressing NEPA issues prior to DOE initiating the NEPA process.

## 13. HISTORIC PRESERVATION

Prior to the expenditure of Project funds to alter any historic structure or site, the Recipient or subrecipient shall ensure that it is compliant with Section 106 of the National Historic Preservation Act (NHPA), consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. If applicable, the Recipient or subrecipient must contact the State Historic Preservation Officer (SHPO), and the Tribal Historic Preservation Officer (THPO) to coordinate the Section 106 review outlined in 36 CFR Part 800. SHPO contact information is available at the following link: http://www.ncshpo.org/find/index.htm. THPO contact information is available at the following link: http://www.nathpo.org/map.html . Section 110(k) of the NHPA applies to DOE funded activities.

If applicable, the Recipient or subrecipient certifies that it will retain sufficient documentation, to demonstrate that the Recipient or subrecipient has received required approval(s) from the SHPO or THPO for the Project. Recipients or subrecipients shall avoid

taking any action that results in an adverse effect to historic properties pending compliance with Section 106. The Recipient or subrecipient shall deem compliance with Section 106 of the NHPA complete only after it has received this documentation. The Recipient or subrecipient shall make this documentation available to DOE on DOE's request (for example, during a post-award audit).

## 14. WASTE STREAM

The Recipient assures that it will create or obtain a waste management plan addressing waste generated by a proposed Project prior to the Project generating waste. This waste management plan will describe the Recipient's or subrecipient's plan to dispose of any sanitary or hazardous waste (e.g., construction and demolition debris, old light bulbs, lead ballasts, piping, roofing material, discarded equipment, debris, and asbestos) generated as a result of the proposed Project. The Recipient shall ensure that the Project is in compliance with all Federal, state and local regulations for waste disposal. The Recipient shall make the waste management plan and related documentation available to DOE on DOE's request (for example, during a post-award audit).

## 15. DECONTAMINATION AND/OR DECOMMISSIONING (D&D) COSTS

Notwithstanding any other provisions of this Agreement, the Government shall not be responsible for or have any obligation to the Recipient for (i) Decontamination and/or Decommissioning (D&D) of any of the Recipient's facilities, or (ii) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work under this Agreement, whether said work was performed prior to or subsequent to the effective date of the Agreement.

## 16. SUBGRANTS AND LOANS

a. The Recipient hereby warrants that it will ensure that all activities by sub-grantee(s) and loan recipients to accomplish the approved Project Description or Statement of Project Objectives are eligible activities under 42 U.S.C. 171534(1)-(13). State recipients hereby warrant that they will ensure that all activities by sub-grantee(s) and loan recipients pursuant to 42 U.S.C. 17155(c)(1)(A) to accomplish the approved Project Description or Statement of Project objects are eligible activities under 42 U.S.C. 171534(3)-(13).

b. Upon the Recipient's selection of the sub-grantee(s) and loan recipients, the Recipient shall notify (i.e. approval not required) the DOE Contracting Officer with the following information for each, regardless of dollar amount:
    - Name of Sub-Grantee
    - DUNS Number
    - Award Amount
    - Statement of work including applicable activities

    State recipients shall notify the DOE Contracting Officer with the above information within 180 days of the award date in Block 27 of the Assistance Agreement Cover Page.

c. In addition to the information in paragraph b. above, for each sub-grant and loan that has an estimated cost greater than $2,000,000, the recipient must submit for approval by the Contracting Officer, a SF424A Budget Information – Nonconstruction Programs, and PMC 123.1 Cost Reasonableness Determination for Financial Assistance (available at http://www.eere-pmc.energy.gov/forms.aspx).

**17. JUSTIFICATION OF BUDGET COSTS**

a. In the original application, the recipient did not provide sufficient information to justify the approval or release of funds for the proposed activities. In order to receive reimbursement for the costs associated with the activities listed in the approved Statement of Project Objectives (SOPO), a justification for all proposed costs must be submitted to the DOE Contracting Officer.

b. The Recipient must provide justification for the following costs:

Personnel Costs:
The Recipient must submit cost justification for the following personnel costs: for approval by the Contracting Officer.

Fringe Benefit Costs:
The Recipient must submit a fringe benefit rate proposal/agreement for approval by the Contracting Officer.

Travel Costs:
The Recipient must submit cost justification for the following travel costs: for approval by the Contracting Officer.

Equipment Costs:
The Recipient must submit vendor quotes for equipment with an individual item cost of $50,000 or more, for approval by the Contracting Officer.

Supplies Costs:
The Recipient must submit cost justification for the following supplies costs: for approval by the Contracting Officer.

Contractual Costs:
1. The recipient shall provide the following information for each individual or company that will receive EECBG funding, regardless of dollar amount:
- Name
- DUNS Number
- Award Amount
- Statement of work including applicable activities
- NEPA documentation, as applicable

2. In addition to the information in paragraph 1. above, for each individual or company that has an estimated cost greater than $2,000,000, the Recipient must submit a separate SF424A Budget Information – Nonconstruction Programs, and Budget Justification. The DOE Contracting Officer may require additional information concerning these individuals or companies prior to providing written approval.

Other Direct Costs:
The Recipient must submit cost justification for the following other direct costs: for approval by the Contracting Officer.

Indirect Costs:
The Recipient must submit an indirect rate proposal/agreement for approval by the Contracting Officer.

c. Upon written notification and/or approval by the Contracting Officer, the Recipient may then receive payment for the activities listed in the approved SOPO for allowable costs incurred in accordance with the payment provisions contained in the Special Terms and Conditions of this agreement. These written notifications and/or approvals will be incorporated into the award by formal modification at a future date.

## 18. ADVANCE UNDERSTANDING CONCERNING PUBLICLY FINANCED ENERGY IMPROVEMENT PROGRAMS

The parties recognize that the Recipient may use funds under this award for Property-Assessed Clean Energy (PACE) loans, Sustainable Energy Municipal Financing, Clean Energy Assessment Districts, Energy Loan Tax Assessment Programs (ELTAPS), or any other form or derivation of Special Taxing District whereby taxing entities collect payments through increased tax assessments for energy efficiency and renewable energy building improvements made by their constituents. The Department of Energy intends to publish "Best Practices" or other guidelines pertaining to the use of funds made available to the Recipient under this award pertaining to the programs identified herein. By accepting this award, the Recipient agrees to incorporate, to the maximum extent practicable, those Best Practices and other guidelines into any such program(s) within a reasonable time after notification by DOE that the Best Practices or guidelines have been made available. The Recipient also agrees, by its acceptance of this award, to require its sub-recipients to incorporate to the maximum extent practicable the best practices and other guideline into any such program used by the sub-recipient.

## 19. SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (May 2009)

Preamble

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act) was enacted to preserve and create jobs and promote economic recovery, assist those most

impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases. Recipients shall use grant funds in a manner that maximizes job creation and economic benefit.

The Recipient shall comply with all terms and conditions in the Recovery Act relating generally to governance, accountability, transparency, data collection and resources as specified in Act itself and as discussed below.

Recipients should begin planning activities for their first tier subrecipients, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR).

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related guidance. For projects funded by sources other than the Recovery Act, Contractors must keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act.

The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning specific procedural requirements for the new reporting requirements. The Recipient will be provided these details as they become available. The Recipient must comply with all requirements of the Act. If the recipient believes there is any inconsistency between ARRA requirements and current award terms and conditions, the issues will be referred to the Contracting Officer for reconciliation.

Definitions

For purposes of this clause, Covered Funds means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the grant, cooperative agreement or TIA and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015.

Non-Federal employer means any employer with respect to covered funds -- the contractor, subcontractor, grantee, or recipient, as the case may be, if the contractor, subcontractor, grantee, or recipient is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving covered funds; or with respect to covered funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

Recipient means any entity that receives Recovery Act funds directly from the Federal

government (including Recovery Act funds received through grant, loan, or contract) other than an individual and includes a State that receives Recovery Act Funds.

Special Provisions

A. Flow Down Requirement

Recipients must include these special terms and conditions in any subaward.

B. Segregation of Costs

Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.

C. Prohibition on Use of Funds

None of the funds provided under this agreement derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

D. Access to Records

With respect to each financial assistance agreement awarded utilizing at least some of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the Comptroller General is authorized --

(1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to, and involve transactions that relate to, the subcontract, subcontract, grant, or subgrant; and

(2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

E. Publication

An application may contain technical data and other data, including trade secrets and/or privileged or confidential information, which the applicant does not want disclosed to the public or used by the Government for any purpose other than the application. To protect such data, the applicant should specifically identify each page including each line or paragraph thereof containing the data to be protected and mark the cover sheet of the application with the following Notice as well as referring to the Notice on each page to which

the Notice applies:

Notice of Restriction on Disclosure and Use of Data
The data contained in pages ---- of this application have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes, provided that if this applicant receives an award as a result of or in connection with the submission of this application, DOE shall have the right to use or disclose the data here to the extent provided in the award. This restriction does not limit the Government's right to use or disclose data obtained without restriction from any source, including the applicant.

Information about this agreement will be published on the Internet and linked to the website www.recovery.gov, maintained by the Accountability and Transparency Board. The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

F. Protecting State and Local Government and Contractor Whistleblowers.

The requirements of Section 1553 of the Act are summarized below. They include, but are not limited to:

Prohibition on Reprisals: An employee of any non-Federal employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grant jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- gross management of an agency contract or grant relating to covered funds;
- a gross waste of covered funds;
- a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- an abuse of authority related to the implementation or use of covered funds; or
- as violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

Agency Action: Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- Order the employer to take affirmative action to abate the reprisal.
- Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

Nonenforceability of Certain Provisions Waiving Rights and remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall post notice of the rights and remedies as required therein. (Refer to section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, www.Recovery.gov, for specific requirements of this section and prescribed language for the notices.).

G. Reserved

H. False Claims Act

Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

I. Information in Support of Recovery Act Reporting

Recipient may be required to submit backup documentation for expenditures of funds under the Recovery Act including such items as timecards and invoices. Recipient shall provide copies of backup documentation at the request of the Contracting Officer or designee.

J. Availability of Funds

Funds obligated to this award are available for reimbursement of costs until 36 months after the award date.

K. Additional Funding Distribution and Assurance of Appropriate Use of Funds

Certification by Governor – For funds provided to any State or agency thereof by the

American Reinvestment and Recovery Act of 2009, Pub. L. 111-5, the Governor of the State shall certify that: 1) the state will request and use funds provided by the Act; and 2) the funds will be used to create jobs and promote economic growth.

Acceptance by State Legislature -- If funds provided to any State in any division of the Act are not accepted for use by the Governor, then acceptance by the State legislature, by means of the adoption of a concurrent resolution, shall be sufficient to provide funding to such State.

Distribution -- After adoption of a State legislature's concurrent resolution, funding to the State will be for distribution to local governments, councils of government, public entities, and public-private entities within the State either by formula or at the State's discretion.

L. Certifications

With respect to funds made available to State or local governments for infrastructure investments under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, the Governor, mayor, or other chief executive, as appropriate, certified by acceptance of this award that the infrastructure investment has received the full review and vetting required by law and that the chief executive accepts responsibility that the infrastructure investment is an appropriate use of taxpayer dollars. Recipient shall provide an additional certification that includes a description of the investment, the estimated total cost, and the amount of covered funds to be used for posting on the Internet. A State or local agency may not receive infrastructure investment funding from funds made available by the Act unless this certification is made and posted.

## 20. REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF THE RECOVERY ACT

(a) This award requires the recipient to complete projects or activities which are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act) and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.

(b) The reports are due no later than ten calendar days after each calendar quarter in which the Recipient receives the assistance award funded in whole or in part by the Recovery Act.

(c) Recipients and their first-tier subrecipients must maintain current registrations in the Central Contractor Registration (*http://www.ccr.gov*) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (*http://www.dnb.com*) is one of the requirements for registration in the Central Contractor Registration.

(d) The recipient shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at *http://www.FederalReporting.gov* and ensure that any information that is pre-filled is corrected or updated as needed.

## 21. NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

*Special Note: Definitization of the Provisions entitled, "REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009" and "REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS (COVERED UNDER INTERNATIONAL AGREEMENTS) – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009" will be done upon definition and review of final activities.

## 22. REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

If the Recipient determines at any time that any construction, alteration, or repair activity on a public building or public works will be performed during the course of the project, the Recipient shall notify the Contracting Officer prior to commencing such work and the following provisions shall apply.

(a) *Definitions.* As used in this award term and condition—

(1) *Manufactured good* means a good brought to the construction site for incorporation into the building or work that has been—

(i) Processed into a specific form and shape; or

(ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(2) *Public building and public work* means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties,

breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

(3) *Steel* means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Domestic preference.* (1) This award term and condition implements Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111–5), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) of this section and condition.

(2) This requirement does not apply to the material listed by the Federal Government as follows:

To Be Determined

(3) The award official may add other iron, steel, and/or manufactured goods to the list in paragraph (b)(2) of this section and condition if the Federal Government determines that—

(i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of Section 1605 of the Recovery Act* . (1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this section shall include adequate information for Federal Government evaluation of the request, including—

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this section.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.

(iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.

(d) *Data.* To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the Recipient shall include the following information and any applicable supporting data based on the survey of suppliers:

**Foreign and Domestic Items Cost Comparison**

| Description | Unit of measure | Quantity | Cost (dollars)* |
|---|---|---|---|
| *Item 1:* | | | |
| Foreign steel, iron, or manufactured good | _____ | _____ | _____ |
| Domestic steel, iron, or | _____ | _____ | _____ |

| | | | |
|---|---|---|---|
| manufactured good | | | |
| *Item 2:* | | | |
| Foreign steel, iron, or manufactured good | _____ | _____ | _____ |
| Domestic steel, iron, or manufactured good | _____ | _____ | _____ |

List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

*Include all delivery costs to the construction site.

**23. REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS (COVERED UNDER INTERNATIONAL AGREEMENTS) – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009**

(a) *Definitions.* As used in this award term and condition—

*Designated country* — (1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom;

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Israel, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore); or

(3) A United States-European Communities Exchange of Letters (May 15, 1995) country: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden, and United Kingdom.

*Designated country iron, steel, and/or manufactured goods* — (1) Is wholly the growth, product, or manufacture of a designated country; or

(2) In the case of a manufactured good that consist in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different manufactured good distinct from the materials from which it was transformed.

*Domestic iron, steel, and/or manufactured good* — (1) Is wholly the growth, product, or manufacture of the United States; or

(2) In the case of a manufactured good that consists in whole or in part of materials from another country, has been substantially transformed in the United States into a new and different manufactured good distinct from the materials from which it was transformed. There is no requirement with regard to the origin of components or subcomponents in manufactured goods or products, as long as the manufacture of the goods occurs in the United States.

*Foreign iron, steel, and/or manufactured good* means iron, steel and/or manufactured good that is not domestic or designated country iron, steel, and/or manufactured good.

*Manufactured good* means a good brought to the construction site for incorporation into the building or work that has been—

(1) Processed into a specific form and shape; or

(2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

*Public building* and *public work* means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

*Steel* means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Iron, steel, and manufactured goods.* (1) The award term and condition described in this section implements—

(i) Section 1605(a) of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5) (Recovery Act), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States; and

(ii) Section 1605(d), which requires application of the Buy American requirement in a manner consistent with U.S. obligations under international agreements. The restrictions of section 1605 of the Recovery Act do not apply to designated country iron, steel, and/or manufactured goods. The Buy American requirement in section 1605 shall not be applied where the iron, steel or manufactured goods used in the project are from a Party to an

international agreement that obligates the recipient to treat the goods and services of that Party the same as domestic goods and services. This obligation shall only apply to projects with an estimated value of $7,443,000 or more.

(2) The recipient shall use only domestic or designated country iron, steel, and manufactured goods in performing the work funded in whole or part with this award, except as provided in paragraphs (b)(3) and (b)(4) of this section.

(3) The requirement in paragraph (b)(2) of this section does not apply to the iron, steel, and manufactured goods listed by the Federal Government as follows:

To Be Determined

(4) The award official may add other iron, steel, and manufactured goods to the list in paragraph (b)(3) of this section if the Federal Government determines that—

(i) The cost of domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, and/or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the overall cost of the project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of section 1605 of the Recovery Act or the Buy American Act.* (1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(4) of this section shall include adequate information for Federal Government evaluation of the request, including—

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(4) of this section.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.

(iii) The cost of iron, steel, or manufactured goods shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other appropriate actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds, as appropriate, by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods other than designated country iron, steel, and/or manufactured goods is noncompliant with the applicable Act.

(d) *Data.* To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the applicant shall include the following information and any applicable supporting data based on the survey of suppliers:

**Foreign and Domestic Items Cost Comparison**

| **Description** | **Unit of measure** | **Quantity** | **Cost (dollars)*** |
|---|---|---|---|
| *Item 1:* | | | |
| Foreign steel, iron, or manufactured good | _____ | _____ | _____ |
| Domestic steel, iron, or manufactured good | _____ | _____ | _____ |

| | | | |
|---|---|---|---|
| *Item 2:* | | | |
| Foreign steel, iron, or manufactured good | _____ | _____ | _____ |
| Domestic steel, iron, or manufactured good | _____ | _____ | _____ |

List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

*Include all delivery costs to the construction site.

## 24. WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE RECOVERY ACT

(a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of $2,000 for construction, alteration or repair (including painting and decorating).

(b) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

## 25. RECOVERY ACT TRANSACTIONS LISTED IN SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND RECIPIENT RESPONSIBILITIES FOR INFORMING SUBRECIPIENTS

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 “Uniform Administrative Requirements for

Grants and Agreements" and OMB Circular A–102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A–102 is available at *http://www.whitehouse.gov/omb/circulars/a102/a102.html.*

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A–133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF–SAC) required by OMB Circular A–133. OMB Circular A–133 is available at *http://www.whitehouse.gov/omb/circulars/a133/a133.html.* This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF–SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF–SAC.

(c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

## 26. DAVIS-BACON ACT AND CONTRACT WORKHOURS AND SAFETY STANDARD ACT

**Definitions:** For purposes of this provision, "Davis Bacon Act and Contract Work Hours and Safety Standards Act," the following definitions are applicable:

(1) "Award" means any grant, cooperative agreement or technology investment agreement made with Recovery Act funds by the Department of Energy (DOE) to a Recipient. Such Award must require compliance with the labor standards clauses and wage rate requirements of the Davis-Bacon Act (DBA) for work performed by all laborers and mechanics employed by Recipients (other than a unit of State or local government whose own employees perform the construction) Subrecipients, Contractors, and subcontractors.

(2) "Contractor" means an entity that enters into a Contract. For purposes of these clauses, Contractor shall include (as applicable) prime contractors, Recipients, Subrecipients, and Recipients' or Subrecipients' contractors, subcontractors, and lower-

tier subcontractors. “Contractor” does not mean a unit of State or local government where construction is performed by its own employees.”

(3) “Contract” means a contract executed by a Recipient, Subrecipient, prime contractor, or any tier subcontractor for construction, alteration, or repair. It may also mean (as applicable) (i) financial assistance instruments such as grants, cooperative agreements, technology investment agreements, and loans; and, (ii) Sub awards, contracts and subcontracts issued under financial assistance agreements. “Contract” does not mean a financial assistance instrument with a unit of State or local government where construction is performed by its own employees.

(4) “Contracting Officer” means the DOE official authorized to execute an Award on behalf of DOE and who is responsible for the business management and non-program aspects of the financial assistance process.

(5) “Recipient” means any entity other than an individual that receives an Award of Federal funds in the form of a grant, cooperative agreement, or technology investment agreement directly from the Federal Government and is financially accountable for the use of any DOE funds or property, and is legally responsible for carrying out the terms and conditions of the program and Award.

(6) “Subaward” means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a Recipient to an eligible Subrecipient or by a Subrecipient to a lower-tier subrecipient. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include the Recipient’s procurement of goods and services to carry out the program nor does it include any form of assistance which is excluded from the definition of “Award” above.

(7) “Subrecipient” means a non-Federal entity that expends Federal funds received from a Recipient to carry out a Federal program, but does not include an individual that is a beneficiary of such a program.

**(a) Davis Bacon Act**

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and, without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a

part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, *provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every

additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction

or development of the project), all or part of the wages required by the Contract, the Department of Energy, Recipient, or Subrecipient, may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit the payrolls to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime Contractor is responsible for the submission of copies of payrolls

by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit them to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 3729 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Department of Energy or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees—

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the

event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

(6) Contracts and Subcontracts. The Recipient, Subrecipient, the Recipient’s, and Subrecipient’s contractors and subcontractor shall insert in any Contracts the clauses contained herein in(a)(1) through (10) and such other clauses as the Department of Energy may by appropriate instructions require, and also a clause requiring the

subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of the paragraphs in this clause.

(7) Contract termination: debarment. A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Recipient, Subrecipient, the Contractor (or any of its subcontractors), and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**(b) Contract Work Hours and Safety Standards Act.** As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section, the Contractor and any

subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
(4) Contracts and Subcontracts. The Recipient, Subrecipient, and Recipient's and Subrecipient's contractor or subcontractor shall insert in any Contracts, the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(5) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Energy and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

**(c) Recipient Responsibilities for Davis Bacon Act**

(1) On behalf of the Department of Energy (DOE), Recipient shall perform the following functions:

(i) Obtain, maintain, and monitor all Davis Bacon Act (DBA) certified payroll records submitted by the Subrecipients and Contractors at any tier under this Award;

(ii) Review all DBA certified payroll records for compliance with DBA requirements, including applicable DOL wage determinations;

(iii) Notify DOE of any non-compliance with DBA requirements by Subrecipients or Contractors at any tier, including any non-compliances identified as the result of reviews performed pursuant to paragraph (ii) above;

(iv) Address any Subrecipient and any Contractor DBA non-compliance issues; if DBA non-compliance issues cannot be resolved in a timely manner, forward complaints, summary of investigations and all relevant information to DOE;

(v) Provide DOE with detailed information regarding the resolution of any DBA non-compliance issues;

(vi) Perform services in support of DOE investigations of complaints filed regarding noncompliance by Subrecipients and Contractors with DBA requirements;

(vii) Perform audit services as necessary to ensure compliance by Subrecipients and Contractors with DBA requirements and as requested by the Contracting Officer; and

(viii) Provide copies of all records upon request by DOE or DOL in a timely manner.

**(d) Rates of Wages**

The prevailing wage rates determined by the Secretary of Labor can be found at http://www.wdol.gov/.

## Disclosure of Principals

The principals and partners of HomeFree Nevada and all persons and entities holding more than 1% interest in HomeFree Nevada or any principal of HomeFree Nevada are the following:

| FULL NAME | BUSINESS ADDRESS | BUSINESS PHONE |
|---|---|---|
| 1. Dr. Robert A. Fielden, NCARB, FAIA | RAFI Architecture<br>155 South Water Street, Suite 220<br>Henderson, NV 89015 | (702) 435-7234 |
| 2. Rick Damian | City of North Las Vegas<br>2200 Civic Center Drive<br>North Las Vegas, Nevada 89030 | (702) 633-1532 |
| 3. Tim Farkas | IPFC Group<br>2867 Grande Valley Drive<br>Las Vegas, Nevada 89135 | (702) 544-4098 |
| 4. Doug Kuntz | City of Henderson<br>240 Water Street<br>Henderson, Nevada 89015 | 702) 267-2323 |
| 5. Scot Rutledge | Nevada Conservation League<br>& Education Fund<br>7473 West Lake Mead Blvd, Suite 100<br>Las Vegas, Nevada 89128 | (702) 562-8147 |
| 6. Bobbi Sterrett | Southwest Gas Corporation<br>5241 Spring Mountain Road<br>Las Vegas NV 89150-0002 | (702) 364-3309 |
| 7. Kelly Vagianos | NV Energy<br>626 W. Sahara Avenue<br>Las Vegas NV 89146 | (702) 402-2769 |

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

HOMEFREE NEVADA

By: Robert Fielden, ArchD, FAIA

Its: President

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

Susan Johnston
Notary Public

SUSAN JOHNSTON
Notary Public, State of Nevada
Appointment No. 96-1427-1
My Appt. Expires May 10, 2013

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

# *AGENDA SUMMARY PAGE*

**CITY COUNCIL MEETING OF: JUNE 16, 2010**

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

**SUBJECT:**
Approval of an amendment to an agreement between the City of Las Vegas and Green Chips to modify project terms and the allowable cost thresholds of a pilot program for energy audits and retrofits for low income households and non-profit organizations - All Wards

**Fiscal Impact**

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

**PURPOSE/BACKGROUND:**
On August 19, 2009, the City of Las Vegas and Green Chips entered into a Memorandum of Understanding for the purpose of funding a pilot program to perform energy audits and retrofits for low income households and a non-profit organization. The proposed amendment, pursuant to Article 4, Section 4.9, modifies project terms and allowable cost thresholds originally estimated for project completion. Following energy audits conducted by professional, certified energy audit firms, it was determined that improved energy efficiency could be realized by increasing the budget per residential retrofit, reducing the number of homes receiving retrofits, and shifting funds from residential projects to the non-profit project.

**RECOMMENDATION:**
Approval

**BACKUP DOCUMENTATION:**
1. First Amendment to Agreement between the City of Las Vegas and the Green Chips
2. Exhibit A-1 Amended Expense Schedule
3. Disclosure of Principals

**FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND THE GREEN CHIPS**

**THIS FIRST AMENDMENT** is made and entered into this 16TH day of June, 2010, by and between the GREEN CHIPS (hereinafter "Green Chips"), a Nevada nonprofit corporation, and the CITY OF LAS VEGAS (hereinafter the "City"), a municipal corporation in the State of Nevada.

**RECITALS**

WHEREAS, the City and Green Chips entered into an Agreement dated August 19, 2009 which provided a grant of certain funds for the Pilot Program to be administered by Green Chips; and

WHEREAS, the Agreement approved an Expense Schedule for the work to be performed under the Pilot Program; and

WHEREAS, Green Chips has requested that the Expense Schedule be modified in order to adjust the costs of the energy audits and subsequent retrofit improvements.

NOW, THEREFORE, the City and Green Chips agree to amend the Agreement as follows:

1. Section 2.2 of the Agreement, entitled Goals, Audit and Retrofit Expenses, shall be amended deleted in its entirety and replaced with the following:

   The goals of the Pilot Program are that an energy audit and retrofit will be performed for two (2) non-profit organizations and for seven (7) homes occupied by low income participants which will be administered by Green Chips. To achieve this, Green Chips will perform the necessary work under the Pilot Program and the City will pay Green Chips up to the not-to-exceed amounts set forth in the attached Exhibit A-1 (Amended Expense Schedule) for the work performed, unless modified by a mutually agreed to written amendment by both parties.

2. Exhibit A, Expense Schedule, to the Agreement shall be deleted and replaced with Exhibit A-1 attached to this First Amendment.

. . .

. . .

. . .

3. Except as set forth in this First Amendment, the Agreement shall remain valid and in full force and effect.

IN WITNESS WHEREOF, the City and Green Chips have executed this First Amendment by their duly authorized representatives on day and year first above written.

CITY OF LAS VEGAS

By: _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC, City Clerk

APPROVED AS TO FORM:

_____ 6/7/10
Date

GREEN CHIPS

By: _____

Title: VICE PRESIDENT

## EXHIBIT A-1

## AMENDED EXPENSE SCHEDULE

| Item No. | DESCRIPTION | NOT-TO-EXCEED |
|---|---|---|
| 1 | Non-profit retrofits | $35,000.00 |
| 2 | Seven (7) Home Audits | $3,500.00 |
| 3 | Seven (7) Home Retrofits | $49,500.00 |
| TOTAL** | | $83,000.00 |

** Total Actual Expenditures of Items Nos. 1-3 shall not exceed the amount of $83,000.00

**Disclosure of Principals**

The principals and partners of Green Chips and all persons and entities holding more than 1% interest in Green Chips or any principal of Green Chips are the following:

| FULL NAME | BUSINESS ADDRESS | BUSINESS PHONE |
|---|---|---|
| 1. Mayor Oscar B. Goodman | City of Las Vegas<br>400 E. Stewart Ave<br>Las Vegas, NV 89101 | (702) 229-6241 |
| 2. Jan Jones | Harrah's Entertainment, Inc.<br>One Caesars Palace Drive<br>Las Vegas, NV 89109 | (702) 407-6387 |
| 3. Cindy Ortega | MGM MIRAGE<br>Energy and Environmental Services<br>4882 Frank Sinatra Drive<br>Las Vegas, NV 89109 | (702) 590-5580 |
| 4. Mayor Andy A. Hafen | City of Henderson<br>240 Water Street<br>P.O. Box 95050<br>Henderson, Nevada 89009-5050 | (702) 267-2085 |
| 5. Terry Jicinsky | Las Vegas Convention<br>& Visitors Authority<br>3150 Paradise Road<br>Las Vegas, NV 89109 | (702) 892-0711 |
| 7. John Owens | NV Energy<br>6226 West Sahara Avenue<br>Las Vegas, Nevada 89146 | (702) 402-5000 |
| 8. Debra Gallo | Southwest Gas Corporation<br>5241 Spring Mountain Road<br>Las Vegas NV 89150-0002 | (702) 364-3309 |
| 9. Tom Axtell | Vegas PBS<br>3050 East Flamingo Road<br>Las Vegas, NV 89121 | (702) 799-1010 |
| 10. Thomas Morley | Laborers' Local 872<br>4201 E Bonanza Rd # 101<br>Las Vegas, NV 89110 | (702) 438-8027 |
| 11. Chris Giunchigliani | Clark County<br>500 S. Grand Central Parkway<br>Las Vegas, Nevada 89106 | (702) 455-3503 |

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

GREEN CHIPS

By: Gary A Wood 6/3/10
Gary A. Wood, P.E.
Its: Vice-President

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

Notary Public

Notary Public - State of Nevada
County of Clark
ROSENDA ADDISON
My Appointment Expires
No: 96-6020-1 November 15, 2012

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

# *AGENDA SUMMARY PAGE*

**CITY COUNCIL MEETING OF: JUNE 16, 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:** $73,935,667.38
**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 05/16-05/31/10

# *City of Las Vegas*

Summary of Cash Expenditures

For period of 5/16-31/10

| | |
|---|---|
| Total Services & Materials Checks : | **$12,340,625.68** |
| Total Services & Materials EFT Payments : | **$12,334,940.97** |
| Total Wire Transfers: | **$42,515,900.81** |
| Total Payroll Checks: | **$6,744,199.92** |
| Grand Total: | **$73,935,667.38** |

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 16, 2010, the City Council approved the above cash expenditures.

Oscar B. Goodman
Mayor

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

# *AGENDA SUMMARY PAGE*

**CITY COUNCIL MEETING OF: JUNE 16, 2010**

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

**SUBJECT:**
Approval of transfer of FY2010 Budget Appropriations for the City of Las Vegas General Fund

**Fiscal Impact**

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
**Amount:** $700,000
**Funding Source:** General Fund
**Dept./Division:** Finance and Business Services

**PURPOSE/BACKGROUND:**
Transfer of Budget Appropriations requested to adjust for expenditures and adjustments between functions. This request does not increase the total authorized appropriations for fiscal year 2010.

**RECOMMENDATION:**
Staff recommends approval of the transfer of Budget appropriations for the City of Las Vegas General Fund for $700,000.

**BACKUP DOCUMENTATION:**
Exhibit A

**EXHIBIT A**

CITY OF LAS VEGAS
FISCAL YEAR 2010
TRANSFERS OF APPROPRIATION- EXPENDITURES
GENERAL FUND

| | Current Budget | Adjustment | Augmented Budget |
|---|---|---|---|
| GENERAL GOVERNMENT | | | |
| City Council | $ 3,640,041 | $ | $ 3,640,041 |
| City Clerk | 2,604,427 | 200,000 | 2,804,427 |
| City Manager | 5,382,675 | | 5,382,675 |
| City Attorney | 3,992,976 | 300,000 | 4,292,976 |
| Human Resources | 5,393,250 | | 5,393,250 |
| Finance and Business Services | 9,424,096 | | 9,424,096 |
| Internal Audit | 1,166,384 | | 1,166,384 |
| Architectural Services | 1,430,647 | (700,000) | 730,647 |
| Planning And Development | 6,233,737 | | 6,233,737 |
| Information Technologies | 10,370,168 | | 10,370,168 |
| Purchasing & Contracts | 3,290,617 | | 3,290,617 |
| Facilities Management | 1,028,755 | | 1,028,755 |
| Field Operations - Admin | 547,966 | | 547,966 |
| Utilities | - | | - |
| Non-Departmental | 4,400,000 | (500,000) | 3,900,000 |
| Atrim Building | | | - |
| Subtotal | $ 58,905,739 | $ (700,000) | $ 58,205,739 |
| JUDICIAL | | | |
| Municipal Courts | $ 18,008,499 | $ | $ 18,008,499 |
| Public Defender | 4,334,520 | | 4,334,520 |
| City Attorney - Criminal | 506,400 | | 506,400 |
| Alternative Sentencing & Education | 3,200,002 | | 3,200,002 |
| Subtotal | $ 26,049,421 | $ 0 | $ 26,049,421 |
| PUBLIC SAFETY | | | |
| Metropolitan Police | $ 141,064,927 | $ | $ 141,064,927 |
| City Marshals | 10,032,279 | | 10,032,279 |
| Fire & Rescue | 117,162,060 | | 117,162,060 |
| Detention And Correctional Services | 51,429,303 | | 51,429,303 |
| Neighborhood Response | 2,508,928 | | 2,508,928 |
| Traffic Engineering | 18,474,027 | | 18,474,027 |
| Subtotal | $ 340,671,524 | $ 0 | $ 340,671,524 |
| PUBLIC WORKS | | | |
| Administration | $ 1,095,908 | $ | $ 1,095,908 |
| Engineering & Planning | 16,630,431 | 700,000 | 17,330,431 |
| Street Maintenance | 2,001,918 | | 2,001,918 |
| Subtotal | $ 19,728,257 | $ 700,000 | $ 20,428,257 |

**EXHIBIT A**

CITY OF LAS VEGAS
FISCAL YEAR 2010
TRANSFERS OF APPROPRIATION- EXPENDITURES
GENERAL FUND

| | Current Budget | Adjustment | Augmented Budget |
|---|---|---|---|
| HEALTH | | | |
| Animal Control | $ 4,031,244 | $ | $ 4,031,244 |
| Woodlawn Cemetery | 120,000 | | 120,000 |
| Communicable Disease Control | 50,000 | | 50,000 |
| Subtotal | $ 4,201,244 | $ 0 | $ 4,201,244 |
| CULTURE AND RECREATION | | | |
| Administration | $ 4,521,730 | $ | $ 4,521,730 |
| Recreation | 16,716,224 | | 16,716,224 |
| Cultural And Community Affairs | 5,114,675 | | 5,114,675 |
| Parks And Open Spaces | 22,037,170 | | 22,037,170 |
| Senior Citizen Activities | 3,927,482 | | 3,927,482 |
| Subtotal | $ 52,317,281 | $ 0 | $ 52,317,281 |
| ECONOMIC DEVELOPMENT AND ASSISTANCE | | | |
| Neighborhood Services | 7,242,286 | | 7,242,286 |
| Subtotal | $ 7,242,286 | $ 0 | $ 7,242,286 |
| TRANSIT SYSTEMS | | | |
| Transportation Services | $ 1,166,058 | $ | $ 1,166,058 |
| Subtotal | $ 1,166,058 | $ 0 | $ 1,166,058 |
| SUBTOTAL EXPENDITURES | $ 510,281,810 | $ 0 | $ 510,281,810 |
| OTHER USES | | | |
| Transfers Out: | | | |
| Special Revenue Funds | $ 2,225,000 | $ 700,000 | $ 2,925,000 |
| Capital Projects Fund | | 500,000 | 500,000 |
| Debt Service Fund | 9,125,000 | | 9,125,000 |
| Internal Service Funds | 5,613,540 | (1,200,000) | 4,413,540 |
| Enterprise Funds | 1,200,000 | | 1,200,000 |
| Subtotal | $ 18,163,540 | $ 0 | $ 18,163,540 |
| SUBTOTAL EXPENDITURES AND OTHER USES | $ 528,445,350 | $ 0 | $ 528,445,350 |
| UNAPPROPRIATED ENDING FUND BALANCE | $ 61,240,940 | $ | $ 61,240,940 |
| TOTAL | $ 589,686,290 | $ 0 | $ 589,686,290 |

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

# *AGENDA SUMMARY PAGE*

**CITY COUNCIL MEETING OF: JUNE 16, 2010**

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

**SUBJECT:**
Approval of transfer of FY2010 Budget Appropriations for the City of Las Vegas Public Works Capital Projects Fund

**Fiscal Impact**

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
**Amount:** $450,000
**Funding Source:** Public Works CPF
**Dept./Division:** Finance and Business Services

**PURPOSE/BACKGROUND:**
Transfer of Budget Appropriations requested to adjust for expenditures and adjustments between functions. This request does not increase the total authorized appropriations for fiscal year 2010.

**RECOMMENDATION:**
Staff recommends approval of the transfer of Budget appropriations for the City of Las Vegas Public Works Capital Projects Fund for $ 450,000.

**BACKUP DOCUMENTATION:**
Exhibit A

**Exhibit A**

CITY OF LAS VEGAS
FISCAL YEAR 2010
TRANSFERS OF APPROPRIATION- EXPENDITURES
PUBLIC WORKS CAPITAL PROJECTS FUND

| | Current Budget | Adjustment | Amended Budget |
|---|---|---|---|
| Expenditures: | | | |
| Public Works | $ 23,044,012 | $ (450,000) | $ 22,594,012 |
| Transfers Out | 0 | 450,000 | 450,000 |
| Ending Fund Balance | 15,842,180 | | 15,842,180 |
| TOTAL | $ 38,886,192 | $ 0 | $ 38,886,192 |

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

# *AGENDA SUMMARY PAGE*

**CITY COUNCIL MEETING OF: JUNE 16, 2010**

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

**SUBJECT:**
Approval of transfer of FY2010 Budget Appropriations for the City of Las Vegas Municipal Golf Enterprise Fund

**Fiscal Impact**

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**

**Amount:** $40,000
**Funding Source:** Municipal Golf EF
**Dept./Division:** Finance and Business Services

**PURPOSE/BACKGROUND:**
Transfer of Budget Appropriations requested to adjust for expenditures and adjustments between functions. This request does not increase the total authorized appropriations for fiscal year 2010.

**RECOMMENDATION:**
Staff recommends approval of the transfer of Budget appropriations for the City of Las Vegas Municipal Golf Enterprise Fund for $40,000.

**BACKUP DOCUMENTATION:**
Exhibit A

**Exhibit A**

CITY OF LAS VEGAS
FISCAL YEAR 2010
TRANSFER OF BUDGET APPROPRIATIONS
MUNICIPAL GOLF ENTERPRISE FUND

| | Current Budget | Adjustment | Amended Budget |
|---|---|---|---|
| Operating Expenditures | | | |
| Culture & Recreation | $ 2,748,888 | $ (40,000) | $ 2,708,888 |
| Non-Operating Expenses | 529,326 | 40,000 | 569,326 |
| Transfer Out | 1,200,000 | | 1,200,000 |
| Ending Cash Balance | 112,343 | | 112,343 |
| TOTAL | $ 3,278,214 | $ 0 | $ 3,278,214 |

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

# *AGENDA SUMMARY PAGE*

**CITY COUNCIL MEETING OF: JUNE 16, 2010**

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

**SUBJECT:**
Approval of transfer of FY2010 Budget Appropriations for the City of Las Vegas Automotive Services Internal Service Fund

**Fiscal Impact**

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**

**Amount:** $75,000
**Funding Source:** Automotive Services ISF
**Dept./Division:** Finance and Business Services

**PURPOSE/BACKGROUND:**
Transfer of Budget Appropriations requested to adjust for expenditures and adjustments between functions. This request does not increase the total authorized appropriations for fiscal year 2010.

**RECOMMENDATION:**
Staff recommends approval of the transfer of Budget appropriations for the City of Las Vegas Automotive Services Internal Service Fund for $75,000.

**BACKUP DOCUMENTATION:**
Exhibit A

**Exhibit A**

CITY OF LAS VEGAS
FISCAL YEAR 2010
TRANSFER OF APPROPRIATION
AUTOMOTIVE SERVICES INTERNAL SERVICE FUND

| | Current Budget | Adjustment | Amended Budget |
|---|---|---|---|
| Operating Expenditures: | | | |
| General Government | $ 13,432,530 | $ (75,000) | $ 13,357,530 |
| Operating Transfers Out | 0 | 75,000 | 75,000 |
| | $ 13,432,530 | $ 0 | $ 13,432,530 |

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

# *AGENDA SUMMARY PAGE*

**CITY COUNCIL MEETING OF: JUNE 16, 2010**

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

**SUBJECT:**
Approval of transfer of FY2010 Budget Appropriations for the City of Las Vegas Housing & Urban Development Special Revenue Fund

**Fiscal Impact**

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
**Amount:** $500,000
**Funding Source:** Housing & Urban Development SRF
**Dept./Division:** Finance and Business Services

**PURPOSE/BACKGROUND:**
Transfer of Budget Appropriations requested to adjust for expenditures and adjustments between functions. This request does not increase the total authorized appropriations for fiscal year 2010.

**RECOMMENDATION:**
Staff recommends approval of the transfer of Budget appropriations for the City of Las Vegas Housing & Urban Development Special Revenue Fund for $ 500,000.

**BACKUP DOCUMENTATION:**
Exhibit A

**Exhibit A**

CITY OF LAS VEGAS
FISCAL YEAR 2010
TRANSFERS OF APPROPRIATION- EXPENDITURES
HOUSING & URBAN DEVELOPMENT SPECIAL REVENUE FUND

| | Current Budget | Adjustment | Amended Budget |
|---|---|---|---|
| Expenditures: | | | |
| Economic Development & Assistance | $ 22,669,841 | $ (500,000) | $ 22,169,841 |
| | | | 0 |
| Transfers Out | 2,817,246 | 500,000 | 3,317,246 |
| Ending Fund Balance | 2,027,809 | | 2,027,809 |
| TOTAL | $ 27,514,896 | $ 0 | $ 27,514,896 |

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

# *AGENDA SUMMARY PAGE*

## CITY COUNCIL MEETING OF: JUNE 16, 2010

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

**SUBJECT:**
Approval of an extension of a Temporary Beer/Wine/Cooler Off-sale License for a Change of Business Name and Change of Ownership, From: Mighty Mart, Inc., dba Mighty Mart, To: Bells Market, LLC, dba Bells Market II, 515 East Oakey Boulevard, Naseem Shoshani, Mgr and James Shoshani, Mgr, 100% jointly with spouse - Ward 3 (Reese)

**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 Off-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.: **25.**

# *AGENDA SUMMARY PAGE*

**CITY COUNCIL MEETING OF: JUNE 16, 2010**

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

**SUBJECT:**
Approval of a new Beer/Wine/Cooler On-sale License, Maricarmen Soria, dba Casa Tlaquepaque, 4800 East Bonanza Road, Suite 9, Maricarmen Soria, Owner, 100% - Ward 3 (Reese)

**Fiscal Impact**

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

**PURPOSE/BACKGROUND:**
Approval of a new Beer/Wine/Cooler On-sale License.

**RECOMMENDATION:**
Recommend approval subject to the following conditions:

1. The sale of single beers, malt beverages, or wine coolers of any size with alcohol by volume greater than 6% shall be prohibited.

2. The sale of wines with an alcohol volume of greater than 16% shall be prohibited.

**BACKUP DOCUMENTATION:**
None

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

# *AGENDA SUMMARY PAGE*

## CITY COUNCIL MEETING OF: JUNE 16, 2010

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

**SUBJECT:**
Approval of a Change of Ownership for a Package License subject to Health Dept. regulations, From: Senip CVS LLC, To: Warm Springs Road CVS LLC, dba CVS Pharmacy 2990, 6391 West Lake Mead, Thomas Moffatt, Pres, Secy, Treas, Carol DeNale, VP, Linda Cimbron, Asst Secy, Melanie Luker, Asst Secy, CVS Pharmacy, Inc., Managing Mmbr, 100%, CVS Caremark Corporation - Ward 5 (Barlow)

**Fiscal Impact**

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

**PURPOSE/BACKGROUND:**
Approval of a Change of Ownership for a Package License.

**RECOMMENDATION:**
Recommend approval subject to Health Dept. regulations.

**BACKUP DOCUMENTATION:**
None

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

# *AGENDA SUMMARY PAGE*

## CITY COUNCIL MEETING OF: JUNE 16, 2010

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

**SUBJECT:**
Approval of an extension of a Temporary Tavern License for a Change of Business Name and Change of Ownership, From: JoJo, Inc., dba Spanky's Pub (Non-operational), To: Krowmaet Partners, LLC, dba Choices, 6720 West Cheyenne Avenue, Julie Rubino, Managing Mmbr, 50% and Gerald Goscicki, Mgr, 50% - Ward 4 (Anthony)

**Fiscal Impact**

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

**PURPOSE/BACKGROUND:**
Approval of an extension of a Temporary Tavern License for Change of Business Name and Change of Ownership.

**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.: **28.**

## *AGENDA SUMMARY PAGE*

**CITY COUNCIL MEETING OF: JUNE 16, 2010**

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

**SUBJECT:**
Approval of a Change of Business Name and Change of Ownership for a Tavern License, From: JRD Enterprises, LLC, dba Club Diamond, To: Nevada Restaurant Services, Inc., dba Dotty's 56, 840 North Decatur Boulevard, Suites D-F, Richard Estey, Pres, Secy, Treas, Dir, 100% - Ward 5 (Barlow)

**Fiscal Impact**

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

**PURPOSE/BACKGROUND:**
Approval of a Change of Business Name and Change of Ownership for a Tavern License.

**RECOMMENDATION:**
Recommend approval.

**BACKUP DOCUMENTATION:**
None

City of Las Vegas Agenda Item No.: **29.**

# *AGENDA SUMMARY PAGE*

**CITY COUNCIL MEETING OF: JUNE 16, 2010**

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

**SUBJECT:**
Approval of a new Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, Nevada Restaurant Services, Inc., dba Dotty's 56, 840 North Decatur Boulevard, Suites D-F, Richard Estey, Pres, Secy, Treas, Dir, 100% - Ward 5 (Barlow)

**Fiscal Impact**

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

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

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

**BACKUP DOCUMENTATION:**
None

City of Las Vegas Agenda Item No.: **30.**

## *AGENDA SUMMARY PAGE*

**CITY COUNCIL MEETING OF: JUNE 16, 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 for a Change of Ownership, From: Ruben V. Gonzalez DDS, Inc., To: Jose Valderrama, dba La Choza #1, 1520 North Eastern Avenue, Suite 117, Jose Valderrama, Owner, 100% - Ward 3 (Reese)

**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.: **31.**

## *AGENDA SUMMARY PAGE*

**CITY COUNCIL MEETING OF: JUNE 16, 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 for a Change of Ownership, From: Ruben V. Gonzalez DDS, Inc., To: Jose Valderrama, dba La Choza #2, 1002 North Rancho Drive, Jose Valderrama, Owner, 100% - Ward 5 (Barlow)

**Fiscal Impact**

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

**PURPOSE/BACKGROUND:**
Approval of an extension of a 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.: **32.**

# *AGENDA SUMMARY PAGE*

**CITY COUNCIL MEETING OF: JUNE 16, 2010**

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

**SUBJECT:**
Approval of a Change of Business Name for a Tavern License subject to Health Dept. regulations, OG Eliades AD LLC, OG Eliades LLC, From: Olympic Garden, To: OG, 1531 South Las Vegas Boulevard, Dolores I. Eliades, Mmbr and Aristotelis A. Eliades, Mmbr, OG Eliades AD LLC, Managing Mmbr, 50% and Dolores I . Eliades, Mmbr, Aristotelis Eliades, Mmbr, and Afroditi J. Eliades-Lestrom, Mmbr, OG Eliades LLC, Mgr, 50% - 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 for a Tavern License.

**RECOMMENDATION:**
Recommend approval subject to Health Dept. regulations.

**BACKUP DOCUMENTATION:**
None

City of Las Vegas Agenda Item No.: **33.**

# *AGENDA SUMMARY PAGE*

**CITY COUNCIL MEETING OF: JUNE 16, 2010**

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

**SUBJECT:**
Approval of a Change of Business Name for a Temporary Supper Club License, Dog Bites Back, LLC, dba From: Siena Deli and Restaurant, To: Siena Italian Authentic Trattoria, 9500 West Sahara Avenue, Antonio M. Accornero, Mgr, 100% - Ward 2 (Wolfson)

**Fiscal Impact**

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

**PURPOSE/BACKGROUND:**
Approval of a Change of Business Name for a Temporary Supper Club License.

**RECOMMENDATION:**
Recommend approval.

**BACKUP DOCUMENTATION:**
None

City of Las Vegas Agenda Item No.: **34.**

## *AGENDA SUMMARY PAGE*

**CITY COUNCIL MEETING OF: JUNE 16, 2010**

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

**SUBJECT:**
Approval of a Change of Business Name and Change of Ownership for a Tavern License, From: True West Investments, Inc., dba Roadrunner Centennial, To: Stoneys North Forty, LLC, dba Stoneyard (Non-operational), 5990 Centennial Center Boulevard, Harold Gray, Mgr, 49%, Christopher Lowden, Mgr, 49%, and Dean Kajioka, Mmbr, 2% - Ward 6 (Ross)

**Fiscal Impact**

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

**PURPOSE/BACKGROUND:**
Approval of a Change of Business Name and Change of Ownership for Tavern License.

**RECOMMENDATION:**
Recommend approval.

**BACKUP DOCUMENTATION:**
None

City of Las Vegas Agenda Item No.: **35.**

# *AGENDA SUMMARY PAGE*

## CITY COUNCIL MEETING OF: JUNE 16, 2010

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

**SUBJECT:**
Approval of a Restricted Gaming License subject to confirmation of approval of the Nevada Gaming Commission, Valley View Restaurants, LLC, dba Bounty Hunter, 3540 West Sahara Avenue, Suite E1, Michael A. Saltman, Mgr, 91% and Saltman Family Trust, Mgr, 9%, Michael A. Saltman, Trustee - Ward 1 (Tarkanian)

**Fiscal Impact**

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

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

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

**BACKUP DOCUMENTATION:**
None

City of Las Vegas Agenda Item No.: **36.**

# *AGENDA SUMMARY PAGE*

**CITY COUNCIL MEETING OF: JUNE 16, 2010**

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

**SUBJECT:**
Approval of a Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, Eagle Rock Gaming, db at Choices, 6720 West Cheyenne Avenue - Ward 6 (Ross) (NOTE: Correct ward designation is Ward 4)

**Fiscal Impact**

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

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

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

**BACKUP DOCUMENTATION:**
None

City of Las Vegas Agenda Item No.: **37.**

# *AGENDA SUMMARY PAGE*

## CITY COUNCIL MEETING OF: JUNE 16, 2010

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

**SUBJECT:**
Approval of a new Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, Gomil, Inc., dba Molly's Tavern, 1021 South Buffalo Drive, Randy C. Miller, Pres, Dir, 40%, Richard M. Gonzales, Treas, Secy, Dir, 40%, and Randy W. Miller, VP, Dir, 20% - Ward 1 (Tarkanian)

**Fiscal Impact**

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

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

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

**BACKUP DOCUMENTATION:**
None

City of Las Vegas Agenda Item No.: **38.**

# *AGENDA SUMMARY PAGE*

**CITY COUNCIL MEETING OF: JUNE 16, 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 fire code and confirmation of approval by the Nevada Gaming Commission, United Coin Machine Company, db at Moulin Rouge Hotel (formerly), 840 West Bonanza Road - Ward 5 (Barlow)

**Fiscal Impact**

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

**PURPOSE/BACKGROUND:**
Approval of a Non-restricted Gaming License for 16 slots. Opening for one day, June 24, 2010, to preserve gaming rights.

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

**BACKUP DOCUMENTATION:**
None

City of Las Vegas Agenda Item No.: **39.**

# *AGENDA SUMMARY PAGE*

**CITY COUNCIL MEETING OF: JUNE 16, 2010**

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

**SUBJECT:**
Approval of an extension of a new Temporary Locksmith License and a new Temporary Burglar Alarm Service License, Diversity Electric, LLC, dba Diversity Electric, LLC, 175 North Gibson Avenue, Building 8, Roy Sumida, Managing Mmbr, 33.3%, SheriAnn Sumida, Managing Mmbr, 33.3%, and Bonnie Sumida, Mgr 33.3% - Henderson

**Fiscal Impact**

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

**PURPOSE/BACKGROUND:**
Approval of an extension of a new Temporary Locksmith License and a new Temporary Burglar Alarm Service License.

**RECOMMENDATION:**
Recommend approval subject to the following conditions:

1. All vehicles will be clearly marked with business name.
2. All employees will wear identifiable uniforms with business name.
3. All employees will maintain valid work cards.

**BACKUP DOCUMENTATION:**
None

City of Las Vegas Agenda Item No.: **40.**

# *AGENDA SUMMARY PAGE*

## CITY COUNCIL MEETING OF: JUNE 16, 2010

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

**SUBJECT:**
Approval of an extension of a new Temporary Locksmith License, Kelly Michael Fuller, dba Lock Specialties, 1914 Highland Avenue, Kelly Fuller, Owner, 100% - Ward 3 (Reese)

**Fiscal Impact**

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

**PURPOSE/BACKGROUND:**
Approval of an extension of a new Temporary Locksmith License.

**RECOMMENDATION:**
Recommend approval subject to the following conditions:
1. All vehicles will be clearly marked with business name.
2. All employees will wear identifiable uniforms with business name.
3. All employees will maintain valid work cards.

**BACKUP DOCUMENTATION:**
None

City of Las Vegas Agenda Item No.: **41.**

## *AGENDA SUMMARY PAGE*

**CITY COUNCIL MEETING OF: JUNE 16, 2010**

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

**SUBJECT:**
Approval of a Change of Location for a Class II Secondhand Dealer License, Johnny Crowell & John Fondnazio, dba Home Consignment Center, From: 5720 Centennial Center Boulevard, Suite 120, To: 5760 Centennial Center Boulevard, Johnny Crowell, Ptnr, 50% and John Fondnazio, Ptnr, 50% - Ward 6 (Ross)

**Fiscal Impact**

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

**PURPOSE/BACKGROUND:**
Approval of a Change of Location for a Class II Secondhand Dealer License.

**RECOMMENDATION:**
Recommend approval subject to the following condition:

1. Limited to the sale of furniture, home accessories, and fine jewelry.

**BACKUP DOCUMENTATION:**
None

City of Las Vegas Agenda Item No.: **42.**

## *AGENDA SUMMARY PAGE*

**CITY COUNCIL MEETING OF: JUNE 16, 2010**

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

**SUBJECT:**
Approval of an extension of a new Class II Secondhand Dealer License, Perdue's Goodie Barn, LLC, dba Perdue's Goodie Barn, LLC, 4460 North Rancho Drive, Suites A-E, Wynona Perdue, Mgr, 100% - Ward 6 (Ross)

**Fiscal Impact**

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

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

**RECOMMENDATION:**
Recommend approval subject to the following condition:

1. Limited to the sale of clothing and accessories, tools, furniture, toys, books, art, electronics, household items, collectibles, and antiques.

**BACKUP DOCUMENTATION:**
None

City of Las Vegas Agenda Item No.: **43.**

# *AGENDA SUMMARY PAGE*

**CITY COUNCIL MEETING OF: JUNE 16, 2010**

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

**SUBJECT:**
Approval of a new Wedding Chapel License, Toni Hart / Garry Hart / Larry Hart, dba Hartland Mansion, Museum & Inn Wedding Chapel, 1044 South 6th Street, Toni Hart, Owner, 33.3%, Garry Hart, Owner, 33.3%, and Larry Hart, Owner, 33.3% - Ward 3 (Reese)

**Fiscal Impact**

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

**PURPOSE/BACKGROUND:**
Approval of a new Wedding Chapel License.

**RECOMMENDATION:**
Recommend approval.

**BACKUP DOCUMENTATION:**
None

City of Las Vegas Agenda Item No.: **44.**

# *AGENDA SUMMARY PAGE*

## CITY COUNCIL MEETING OF: JUNE 16, 2010

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

**SUBJECT:**
Approval of award of Contract No. 100231-CW, COBRA Facilitation Services (including indemnification provisions) - Department of Human Resources - Award recommended to: HR SIMPLIFIED, INC. ($25,000 - Employee Benefits Internal Services Fund)

**Fiscal Impact**

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
**Amount:** $25,000
**Funding Source:** Employee Benefits ISF
**Dept./Division:** Human Resources

**PURPOSE/BACKGROUND:**
This contract provides for COBRA (Consolidated Omnibus Budget Reconciliation Act) facilitation services. COBRA gives workers and their families who lose health benefits the right to choose to continue group health benefits provided by their group health plan for a limited period of time. The American Recovery and Reinvestment Act of 2009 (ARRA) offers federally funded premium assistance to qualified participants. HR Simplified, Inc. will provide extensive administrative services, including providing notices and materials, collecting premiums and remitting payment to the City, providing reports and acting as the customer service contact to eligible employees. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: C. White
POC: Rudy Allebach - (888) 318-7472 ext. 7425

**RECOMMENDATION:**
That City Council approve Contract No. 100231-CW, COBRA Facilitation Services to HR Simplified, Inc. which includes indemnification provisions, in the estimated annual amount of $25,000 from date of award through June 30, 2013, with renewal options. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

**BACKUP DOCUMENTATION:**
Contract No. 100231-CW

# CONTRACT

## CONTRACT FOR COBRA FACILITATION 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 HR SIMPLIFIED, INC. (hereinafter the "Company") having its principal office located at 8441 Wayzata Blvd, Suite 300, Minneapolis, Minnesota 55426.

### SECTION A – Contract Form

The subject matter of this Contract is COBRA (Consolidated Omnibus Budget Reconciliation Act) Facilitation Services.

### SECTION B – Basic Terms

**B-1 Definitions**

The following definitions apply to this Contract:

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

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

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

(d) *"COBRA"* Consolidated Omnibus Budget Reconciliation Act (COBRA) which gives workers and their families who lose their health benefits the right to choose to continue group health benefits provided by their group health plan for a limited period of time.

(e) *"ARRA"* The American Recovery and Reinvestment Act of 2009 (ARRA), as amended.

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

(i) *"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.

(j) *"Qualifying Events (QE)"* means the loss of coverage under a Plan on account of one of the specific events described in COBRA or The American Recovery and Reinvestment Act of 2009 (ARRA), as amended.

(k) *"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.

(l) "Premium Administration fee" means 2% of the total monthly COBRA premium as established by the City each year.

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

## B-2 Contract Type

The Contract type is fixed-fee. This is a Non-Exclusive Contract.

## B-3 Prices/Costs

(a) The City will pay the Company the following amounts:

| Item No. | Description | Est. Volume | Rate/Fee | 1st Year | 2nd Year |
|---|---|---|---|---|---|
| Item 1 | Takeover Fee of Active and Pending COBRA Beneficiaries | 18 | $12.00 | $216.00 | 00.00 |
| Item 2 | Monthly Base Fee | 12 | $100.00 | $1,200.00 | $1,200.00 |
| Item 3 | Fee per Benefit Eligible Employee per Month | 2,200 | $0.45 | $11,880.00 | $11,880.00 |
| Item 4 | COBRA Initial Notice Fee (Per Letter Sent) | 186 | $3.00 | $558.00 | $558.00 |
| Item 5 | Annual Rate & Plan Change Notice Fee | | Included | | |
| Item 6 | Eligibility Updates to Carrier or TPA | | Included | | |
| Item 7 | Reports Fee | | Included | | |

(b) Optional service of sending Open Enrollment Packets to all active and pending COBRA beneficiaries, including processing returned enrollment forms at $200.00 for program set-up plus $20.00 per packet, plus postage.

(c) The Company reserves the right to adjust fees on an annual basis on a 10% or greater variation in the quantities above, including reducing prices to the City. Fee is based on the total active, benefit eligible employees per month.

(d) Pricing covers up to 30 Qualifying Events (QE) Notices and any notice requirements under ARRA, in any 1 month period. QE Notices in excess of 30 for the month will be billed at $15.00 per notice

(e) The Company will retain a 2% Premium Administration Fee. The 2% premium fee is based on the total premium, not just the amount the COBRA participant pays. For example, if the total premium is $100.00 and the participant qualifies for the 35% federal premium subsidy and pays $35.00, the 2% fee will be based on the $100.00.

(f) The annual fees paid shall not exceed $25,000 without written approval by the City.

## B-4 Remittance Payments and Contract Charges

(a) The Company shall submit a report to the City in accordance with the payment schedule set forth in Paragraph B-3 (Prices/Costs) above, to include all Premiums received and all Contract charges identified. Each monthly report should identify the following items:

(i) the date of the report;
(ii) the Benefit participants name and premium received;
(iii) the Contract Item against which charges are made;
(iv) performance dates covered;
(v) the associated purchase order number;

(b) Payment to the City. The Company shall submit a check with the supporting remittance report to:

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

Copy of invoice to:
Department of Human Resources
Attn. COBRA Benefits Coordinator
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

(c) A representative of the Company shall sign and certify the report in the following manner: "I hereby certify, under penalty of perjury, that the above report is just and correct and that reimbursement for such expenses listed on this report has not been previously received from the City of Las Vegas nor any other source."

### B-5 Performance Period/Delivery Schedule

The performance period commences from Award Date and continues through June 30, 2013, unless extended through mutual agreement by both parties.

## SECTION C – Statement of Work

### C-1 Scope of Services

The Company shall provide the services to accomplish the COBRA Facilitation Services.

### C-2 Service Detail

The Company shall:

(a) Assume administration of current COBRA participant files, as assigned

(b) Provide initial notice of COBRA rights and all appropriate enrollment materials to all covered employees and/or eligible dependents, based on eligibility information provided by City via the Company's website

(c) Notify insurance carrier and employer of participant's election to continue insurance coverage under COBRA

(d) Collect premium from participants and remit payment to the City

(e) Provide notification to participants of pending changes to benefit plans as directed by the City.

(f) Notify participant, insurer and employer of termination of coverage due to nonpayment or upon reaching the maximum eligibility period.

(g) Provide a monthly report to the City's Project Manager detailing the status of each enrolled participant, including amounts charged and/or submitted, as well as amounts covered by the federal subsidy

(h) Act as customer contact for all questions and issues concerning COBRA administration, providing customer service to eligible employees and/or their dependents

## SECTION D – Special Clauses

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

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

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

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

FOR THE COMPANY:
HR Simplified
Attn. Vice President, Customer Service
8441 Wayzata Blvd., Suite 300
Minneapolis, MN 55426
Fax: (877) 591-4249

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

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

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

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

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

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

(b) The Company designates Rudy Allebach as the Company Representative for this Contract. The Company will provide written notice to the City, should there be a subsequent Company Representative change. The City has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

**D-3 Warranty – Services** [CAO-7/24/08]

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

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

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

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

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

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

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

**The balance of this page intentionally left blank.**

## SECTION E – General Clauses

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

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

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

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

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

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

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

### E-3 Termination for Convenience [CAO-7/24/08]

The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Company, specifying the extent and effective date of the termination. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within 30 days after receipt of a correct, adequately documented written request. The City's sole liability under this Paragraph is for payment of the costs for the services requested by the City and actually performed by the Company.

### E-4 Termination for Default [CAO-11/9/09] R

(a) "Either party may, by written notice to the other party, terminate this contract in whole or in part if the other party fails to:"

(i) Perform the services under Section C (Statement of Work), including, if applicable, delivering any required software, goods, or documentation within the time specified in this Contract or any extension;

(ii) Make progress, so as to endanger performance of this Contract; or

(iii) Perform any of the other provisions of this Contract.

(b) The City's right to terminate this Contract under (a)(ii) and (a)(iii) above, may be exercised if the Company does not cure such failure within ten calendar days (or more if authorized by the City) after notice, specifying the failure, is provided pursuant to the Paragraph D-1 (Legal Notice) of this Contract.

(c) 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.

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

(e) 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-5 Insurance:** [CAO-1/12/09] R

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

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

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

(iii) Commercial Automobile Liability Insurance of limits no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used to the performance of services under this Contract. The policy must insure all vehicles **owned** by the Company and include coverage for **hired** and **non-owned** vehicles.

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

(iv) Professional Liability Insurance (only if the contract is for professional services) of limits no less than $1,000,000, combined single limit and in the aggregate. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.

(b) Company must provide required insurance documentation to Insurance Tracking Services (ITS) immediately upon notification of selection. Award is conditional upon verification by ITS that all insurance requirements have been met. All policy certificates and endorsements are required to be an agent authorized by that insurer and who is licensed by the State of Nevada. All required aggregate limits must be disclosed and

amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Company shall maintain coverage for the duration of this Contract, and any renewal periods, if applicable. The Company shall annually provide the ITS with a certificate of insurance as evidence that all insurance requirements have been met. The Company and/or insurance carrier shall provide the City with a 30 day advance notice of policy modification, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".

Submit certificates of insurance to:

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

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

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

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

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

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

(f) Any subcontractor or subconsultant approved by the City shall be required to procure, maintain and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.

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

(h) The Company is required to remedy all injuries to persons and damage or loss to any property of the City, caused in whole or in part by the Company, its subcontractors or anyone employed, directed or supervised by the Company.

(i) The policies required in E-5 (a) i-iii shall have a Waiver of Subrogation provision endorsement in favor of the City of Las Vegas.

**E-6 Indemnification** [CAO-7/24/08] **R**

(a) In addition to the insurance requirements set forth in Paragraph E-5 (Insurance), the Company shall protect, indemnify and hold harmless the City, its officers, employees, agents, and consultants (collectively herein the "City") harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a

consequence of, any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, or agents in the performance of the terms, conditions and covenants of the Contract.

(b) If a third party claim against the City for negligent performance by the Company is within the limits of its liability insurance and the insurance company has accepted the City's tender of defense, then the City will pay the Company what is due and owing to them, within the payment method specified in this Contract. However, if the claim is greater than the coverage amount, the City, for its protection, may retain any money due and owing the Company under this Contract, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Company, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.

**E-7 Assignment** [CAO-7/24/08]

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

**E-8 Waiver** [CAO-7/24/08]

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

**E-9 Taxes/Compliance with Laws** [CAO-7/24/08]

(a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind, which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

(b) The Company in the performance of the obligations of this Contract shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Health and Safety Act, and all state and federal laws prohibiting and/or relating to discrimination by reason of race, sex, age, religion or national origin.

**E-10 Audit of Records** [CAO-8/5/08]

(a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.

(b) The City, or its designated representative(s), shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to the address, designated by the City, within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall

constitute a material breach of this Agreement. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Paragraph

(c) If, at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) finds the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (a) repaid immediately by the Company to the City or (b) at the City's option, credited against any future billings due the Company.

**E-11 Independent Contractor** [CAO-7/24/08]

In the performance of services under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization or corporations with which it subcontracts to fulfill this Contract. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this contract or any subcontract awarded by the Company shall create a partnership, joint venture or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

**E-12 Severability** [CAO-7/24/08]

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

**E-13 Conforming Services** [CAO-7/24/08]

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Company shall furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

**E-14 Modification/Amendment** [CAO-7/24/08]

This Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Contract shall be null and void, and may not be relied upon by either party.

**E-15 Entire Agreement, Section and Paragraph Headings** [CAO-7/24/08]

(a) This Contract represents the entire and integrated agreement between the City and the Company. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.

(b) The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

**E-16 Conflict of Interest (City Officials)** [CAO-7/24/08]

(a) An official of the City, who is authorized in such capacity and on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized in such capacity and on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this

Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.

(b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the City may immediately terminate this Contract for default or convenience, based on the culpability of the parties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## SECTION F – List of Attachments/Exhibits

The following attachments are hereby incorporated into this contract:

| Identifier | Title/Text Reference | Date | Pages |
|---|---|---|---|
| None | | | |

**The balance of this page intentionally left blank.**

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

**CITY OF LAS VEGAS**

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 6-2-10
Deputy City Attorney Date

**HR SIMPLIFIED, INC.**

Rudy Allebach, Vice President, Customer Service

"Company"

City of Las Vegas Agenda Item No.: **45.**

# *AGENDA SUMMARY PAGE*

## CITY COUNCIL MEETING OF: JUNE 16, 2010

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

**SUBJECT:**
Approval of award of Contract No. 09.15341.23-DC, Design-Build of the Solar Covered Parking - Bid Lot C1, East Las Vegas Community Center and All-American Park located at 250 North Eastern Avenue and 1551 South Buffalo Drive and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: THOR CONSTRUCTION, INC. ($2,116,331 - General Capital Projects Fund) - Wards 2 and 3 (Wolfson and Reese)

**Fiscal Impact**

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
**Amount:** $2,116,331
**Funding Source:** General CPF
**Dept./Division:** Public Works

**PURPOSE/BACKGROUND:**
This project consists of constructing photovoltaic panels over steel carports at the East Las Vegas Community Center and at All American Park. Funding for this project is being provided by the American Recovery and Reinvestment Act of 2009 (ARRA) through an Energy Efficiency and Conservation Block Grant (EECBG) and NV Energy rebate program.

PCC: D. Collins
POC: Jim Lukasiewicz - (702) 269-2007

**RECOMMENDATION:**
That City Council approve award of Contract No. 09.15341.23-DC, Design-Build of the Solar Covered Parking - Bid Lot C1, East Las Vegas Community Center and All American Park to Thor Construction, Inc. in the amount of $2,116,331 and approve the construction conflicts and contingency reserve of $211,633. 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. 09.15341.23-DC, Exhibits A and B

City of Las Vegas

## AGENDA MEMO

**CITY COUNCIL MEETING DATE:** June 16, 2010
**DEPARTMENT:** FINANCE AND BUSINESS SERVICES
**ITEM DESCRIPTION:** CONTRACT NO. 09.15341.23-DC, Design-Build of the Solar Covered Parking – Bid Lot C1 East Las Vegas Community Center and All American Park

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This project consists of constructing photovoltaic panels over a standing seam pre-fabricated steel carport covers for approximately 279 stalls collectively at the East Las Vegas Community Center and the All American Park which will provide approximately 220 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.

Thor Construction, Inc. was selected through a competitive Request for Proposal process.

# CERTIFICATE
# DISCLOSURE OF OWNERSHIP/PRINCIPALS

**1. Definitions**

*"City"* means the City of Las Vegas.

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

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

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

**2. Policy**

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

**3. Instructions**

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

**4. Incorporation**

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

| Block 1 Contracting Entity | Block 2 Description |
|---|---|
| **Thor Construction, Inc** | **Subject Matter of Contract/Agreement** |
| **Name: Jim Lukasiewicz** | **Solar Covered Parking – Bid Lot C1 East Las Vegas Community Center and American Park** |
| **Address: 7251 Amigo Street, Suite 220** | |
| **Telephone: (702) 269-2007** | |
| **EIN or DUNS: 11-812-9373** | **Contract No.: 09.15341.23-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. | Richard Copeland/Owner | 7251 Amigo St. Suite 220 | (702) 269-2007 |
| 2. | | Las Vegas, NV 89119 | |
| 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: N/A

**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
L.. A. EGGLESTON
My Appointment Expires
No: 96-1130-1 April 9, 2012

Name

5/21/10

Date

Subscribed and sworn to before me this 21 day of

May 20 10

Notary Public

# EXHIBIT A
# DESIGN-BUILD CONTRACT

**THIS DESIGN-BUILD CONTRACT** (the "Contract") is made and entered into this _____ day of _____, 20 , by and between the City of Las Vegas, a municipal corporation in the State of Nevada (the "Owner") and Thor Construction, Inc. (a corporation organized and existing under the laws of the State of Minnesota), (the "Design-Build Team".)

**WITNESSETH:**

**WHEREAS**, the Design-Build Team, having submitted a Design-Build Proposal to the Owner for the design and construction of the Project commonly known and referred to as Solar Covered Parking – Bid Lot C1 East Las Vegas Community Center and II American Park Project, RFP No. (09.15341.23-DC)"; and PWP #CL-2010-267; and

**WHEREAS**, the City Council, after due consideration of the submitted proposals, awarded a contract to the Design-Build Team for both the design and construction of the Project in the maximum amount set forth below.

**NOW, THEREFORE**, in consideration of the above, the parties hereto agree to the following:

**1. PROJECT DESCRIPTION.** The Project consists of the design and construction of Project No. 09.15341.23-DC Solar Covered Parking – Bid Lot C1 East Las Vegas Community Center and All American Park which is fully set forth and described in the Bridge Documents (defined in the General Conditions attached hereto).

**2. DESIGN AND CONSTRUCTION COVENANT.**

a) In General. The Design-Build Team hereby covenants and agrees to furnish the design of the Project in accordance with all professional architectural and engineering principles generally accepted as standards of the profession in the State and shall construct the Project as designed, free from defects and deficiencies, all in compliance with the requirements of the Contract. The Design-Build Team shall be responsible for performing and completing, and for causing all of its Subconsultants and Subcontractors to perform and complete the requirements set forth in the Contract and all applicable laws. The Design-Build Team covenants and warrants that the design and construction of the Project, and the materials incorporated therein, shall meet the performance requirements of the Owner as described in the Contract. The Design-Build Team shall assume overall responsibility for ensuring that the design and construction of the public work is completed in a satisfactory manner.

b) Project Design. The Design-Build Team shall use the key personnel of the design firm or firms identified in the Proposal to provide the professional design services (architectural and engineering services) necessary for the preparation of the Construction Documents for the Project. The Design-Build Team shall be responsible for all errors, omissions, inconsistencies or other deficiencies in the design of the Project and in the Construction Documents. The Construction Documents shall be prepared by qualified architects, engineers and other professionals, selected and paid for by the Design-Build Team and duly licensed in the state of Nevada.

c) Project Construction. The Design-Build Team shall furnish all labor, materials, equipment, transportation and other services necessary for construction of the Project (including, without limitation, the site work, structures, utilities and landscaping) in accordance with the Construction Documents approved by the Owner and other applicable requirements of the Contract. The Design-Build Team hereby covenants and agrees to undertake and complete the Work (defined in the General Conditions attached hereto) in a good, substantial and workmanlike manner in compliance with the Contract.

**3. CONTRACT AMOUNT.** For performance of the Work, the Owner agrees to pay the Design-Build Team the following maximum amount for the Work required by this Contract, excluding any amount related to costs that may be incurred as a result of unexpected conditions or occurrences as authorized by the contract: $2,116,331.00 (the "Contract Amount"). The maximum amount to be paid for the performance of the professional design services required by the Contract is $37,925.00 (which is included in the Contract Amount).

**4. DOCUMENT INCORPORATION.** The Contract consists of this three (3) page document and the following documents incorporated herein by this reference as a part hereof:

a) Design-Build Contract, Exhibit "A" attached hereto
   i. Design-Build Proposal
   ii. Resumes for Key Personnel
   iii. Subconsultant and Subcontractor List
   iv. Certificate – Disclosure of Ownership
b) General Conditions, Exhibit "B" attached hereto
c) Bridging Specifications, dated February 2010, Exhibit "C" (Provided electronically)
d) Plans, Exhibit "D" (Provided electronically)
e) Addenda No.1, dated April 22, 2010
   Addenda No.2, dated May 17, 2010
f) Prevailing Wage Rates, Exhibit "E" attached hereto
g) Federal Wage Rates, Exhibit "F" attached hereto
h) Special Requirements, Exhibit "G" attached hereto

**5. COMMENCEMENT AND COMPLETION DEADLINE.** Time is of the essence in the performance and completion of this Contract. The Design-Build Team shall commence the Work on the date set by the Owner in the Design Notice to Proceed, and shall complete all work required by the Contract on **March 1, 2011**.

**6. LIQUIDATED DAMAGES.** Liquidated Damages are provided for in Section 6 of the General Conditions in the amount of $**750.00 per day** for each calendar day the completion of the Work is delayed beyond the completion deadline, or Owner approved extensions thereof.

**7. NOTICES.** Any notice required to be given under the Contract shall be deemed to have been given when the notice is (i) delivered personally, or (ii) sent by facsimile machine and delivered by regular mail or certified mail, addressed as follows:

| | |
|---|---|
| To the Owner: | City of Las Vegas<br>Manager, Purchasing & Contracts Division<br>City Hall, First Floor<br>400 Stewart Avenue<br>Las Vegas, NV 89101-2986 |
| To the Design-Build Team: | Thor Construction, Inc.<br>Jim Lukasiewicz, Vice President<br>7251 Amigo Street, Suite 220<br>Las Vegas, NV 89119 |

Any change in the addresses stated above shall be made in writing and delivered in the manner provided herein. In the event of suspension or termination of the Contract, notice may also be given upon personal delivery to any person whose action or knowledge of such suspension or termination would be sufficient notice to the Design-Build Team.

**IN WITNESS WHEREOF**, the Owner and the Design-Build Team have made and executed this Agreement on the day and year first above written.

OWNER

By: _____
KATHLEEN C. RAINEY, Manager
Purchasing and Contracts Division
Department of Finance and Business Services

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

John S. Ridilla 6/2/10
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

DESIGN-BUILD TEAM:

By: _____
JIM LUKASIEWICZ, Vice President
Thor Construction, Inc.

# EXHIBIT B
# GENERAL CONDITIONS

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## SECTION 1. DEFINITIONS

The following definitions shall apply to the Contract:

**"Addendum"** means any written or graphic instrument issued by the Owner via the City of Las Vegas Purchasing and Contracts Office prior to the submission of Proposals which modifies or interprets the RFP Documents by means of an addition, deletion, clarification, correction or other type of modification.

**"Adverse Weather"** means the climatic conditions that affect the critical path of the Work and prohibit it from being safely or effectively performed as scheduled using normal and customary protective measures.

**"Bridge Documents"** means the initial documents provided by the Owner to the Design-Build Team which describe the aesthetic and functional requirements of the Project and includes without limitation, the following schematic documents: site plans, demolition plans, grading plans, utility plans, floor plans, elevations, sections, details, window/door schedules, ceiling/lighting plans, roofing plans, interiors, planting plans, electrical/plumbing/mechanical information, geotechnical evaluations, asbestos survey and abatement specifications, fire line analysis, irrigation line analysis, technical drainage studies, and related specifications. The Bridge Documents will be used by the Design-Build Team to prepare the final stamped plans, specifications and related contract documents for the Project.

**"Change Directive"** means any written order from the Owner directing immediate changes in the Work for which a modification to the Contract Amount, Contract Time or other provision of the Contract may be appropriate but may not have been negotiated at the time of issuance. The Design-Build Team is to proceed immediately with the implementation of the Change Directive.

**"Change Order"** means any written order to the Design-Build Team signed by the Owner and Design-Build Team issued after execution of the Contract that authorizes a change in the Work, Contract Amount or Contract Time. Except as allowed by the Contract Documents, the Contract Amount or Contract Time may be changed only by the issuance of a Change Order. The execution of the Change Order indicates the Design-Build Team's agreement to the terms set forth therein including the adjustment, if any, in the Contract Amount or Contract Time.

**"Consultant"** means the consulting firm contracted by the Owner to assume some or all of the responsibilities of the Owner for administration of the Contract.

**"Contract"** means the entire agreement between the parties as set forth in the Contract Documents which does not come into legal existence until execution of the Design-Build Contract by the Owner.

**"Contract Amount"** means the compensation to be paid the Design-Build Team to perform the Work and is included in the "Contract Amount" section of the Design-Build Contract.

**"Contract Documents"** means the Design-Build Contract, including all incorporated documents.

**"Contract Time"** means the number of days set forth in Section 6 of the Design-Build Contract (Contract Time) for achieving Substantial Completion of the Work, including the authorized extensions thereto, which commences to start with the date set forth in the Notice to Proceed.

**"Critical Path"** means the path through the project schedule indicating the minimum time in which it is possible to complete the Work, and the tasks that, if delayed, will delay Substantial Completion of the Work."

**"Critical Path Method"** means the method of developing a network analysis system as outlined in "CPM in Construction Management" by James J. O'Brien and Freddie L. Plotnick (McGraw-Hill, Inc., 5th Edition).

**"Date of Substantial Completion"** means the date established and certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work, or designated portion thereof, for the purpose for which it is intended.

**"Day"** means a calendar day unless otherwise specifically designated.

**"Design-Build Team" ("Team")**means an entity that consists of at least one person who is licensed as a general engineering contractor or a general building contractor pursuant to chapter 624 of NRS; and at least one person who

holds a certificate of registration to practice architecture pursuant to chapter 623 of NRS. Design-Build Team shall have the same meaning as defined in Nevada Revised Statute 338.

**"Designated Representative"** means the person authorized pursuant to Section 3.01 (Designated Representative) of the General Conditions to act or make decisions on behalf of the Owner.

**"Drawings"** mean the diagrammatic representations of the requirements for construction of the Work prepared by the Design-Build Team and approved by the Owner subsequent to the execution of the Contract.

**"Final Completion"** means the satisfactory completion of all of the Work under the Contract. Final Completion occurs only after the Design-Build Team complies with the requirements of Section 5.03 (Final Inspection and Final Completion of the Work) of the General Conditions and the Owner approves final payment to the Design-Build Team.

**"Modification"** means (i) any Addendum pertaining to the Contract, (ii) a Change Order, (iii) a written interpretation, (iv) a written order issued by the Owner for a minor change in the Work, or (v) a written amendment to the Contract signed by both parties.

**"Notice of Award"** means the letter issued by the Owner notifying the Design-Build Team of the award of the Project by the City Council, authorizing the Design-Build Team to proceed with the procurement of the bonds and insurance, and including the Design-Build Contract for execution and return to the Owner.

**"Notice to Proceed"** means the document issued by the Owner that (i) establishes the date the Design-Build Team is authorized to commence activity, and (ii) commences the running of the Contract Time.

**"Owner"** means the City of Las Vegas and is referred throughout the Contract as if singular in number and neuter in gender. The term includes the Owner's Designated Representative identified in Section 3.01 (Designated Representative) of the Contract.

**"Product Data"** means the illustrations, standard schedules, performance charts, instructions brochures, diagrams and any other information furnished by the Design-Build Team to illustrate a material, product or system for some portion of the Work.

**"Project"** means the total design and construction of which the Work performed under the Contract may be the whole or a part thereof and which may include construction by the Owner or by others hired by the Owner.

**"Promptly"** means without delay and on time.

**"Proposal"** means the written document submitted by the Design-Build Team in response to the Owner's Request for Final Proposals.

**"Reasonable Time"** means ten (10) business days, except where otherwise specified, or unless City Council action is required.

**"RFP Documents"** means the documents comprising the Request for Final Proposals for the Design-Build of the Solar Covered Parking – Bid Lot C1 East Las Vegas Community Center and All American Park Project (RFP No. 09.15341.23-DC) and includes the following documents: Request For Final Proposal, Instructions (together with Proposal forms) and the Design/Build Contract and documents incorporated therein.

**"Samples"** mean the physical examples that illustrate the materials, equipment or workmanship, to be used by the Design-Build Team and that establish standards for the judgment of the Work.

**"Shop Drawings"** mean the drawings, diagrams, schedules and other data specially prepared for the Work by the Design-Build Team or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

**"Subcontractor"** means any individual or entity who is sublet any part of the Work by the Design-Build Team. There is no contractual relationship between the Owner and the Subcontractor who performs work or services for the Design-Build Team.

**"Submittal"** means the item required by the Contract to be provided to the Owner for information, review, or approval as indicated. Unless otherwise specifically indicated, Submittals are not a part of the construction and do not become part of the Contract Documents. Schedules, Shop Drawings, Product Data, and Samples are typical examples of a Submittal.

**"Substantial Completion"** means the point in time when, in the opinion of the Owner, construction is sufficiently complete, in accordance with the Contract, that the Owner can occupy or utilize the Work, or designated portion thereof, for the intended use of the Project. This is not necessarily final acceptance of the Project or any portion thereof. A Certificate of Substantial Completion shall be issued by the Owner establishing the Date of Substantial Completion and noting any incomplete or unacceptable portions of the Work that must be completed or corrected prior to final acceptance of the Work. The date of such Certificate shall commence the running of the warranty periods required by the Contract Documents for the completed portions of the Work, except as otherwise provided in the Contract Documents or Certificate of Substantial Completion.

**"Technical Specifications"** means the written descriptions of the requirements for the Work prepared by the Design-Build Team and approved by the Owner subsequent to the execution of the Contract.

**"Work"** means the construction and services required by the Contract, whether completed or partially completed, and includes the labor, materials, equipment and services provided or to be provided by the Design-Build Team to fulfill his obligations under the Contract. The Work may constitute the whole or a part of the Project.

## SECTION 2. DESIGN-BUILD TEAM'S RIGHTS AND RESPONSIBILITIES

### Section 2.01 Designated Representative

The Design-Build Team's Designated Representative with respect to the Contract is . The Designated Representative shall have complete authority to transmit instructions, receive information, interpret and define the policies of the Design-Build Team and to make other decisions on the part of the Design-Build Team. Following the issuance of the Notice to Proceed, the Designated Representative may perform any review, communications, notices or other act required on the part of the Design-Build Team.

### Section 2.02 Responsibility for Site Conditions and Geotechnical Information

The Design-Build Team awarded this Contract, shall be responsible for investigating the surface and subsurface conditions of the Work site, and for rendering the same suitable for the completion of the Project. The Design-Build Team agrees to retain the services of a geotechnical consultant who shall conduct an investigation of the Work site including, but not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistively tests and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations to Design-Build Team. Such reports and recommendations shall promptly be made available to the Owner. The Design-Build Team retains responsibility for the engineering design and construction associated with the preparation and excavation of the Work site and the construction of foundations necessary to complete the Project according to the Contract.

### Section 2.03 Responsibility for the Security of the Work and Project Site

The Design-Build Team is responsible at all times for the Work and for the Project site regardless of whether or not the Owner has required any insurance coverages (such as Builder Risk Insurance) which would have protected the interest of the Design-Build Team and the Owner. The Design-Build Team shall conduct its operations under the Contract in a manner so as to avoid the risk of damage, injury, loss or theft by any means (including acts of God, vandalism or sabotage) to the Work or to the property of the Design-Build Team, Owner or any other person. The Design-Build Team shall promptly take such reasonable precautions, which are necessary and adequate against any and all conditions involving such risk of damage, injury, loss or theft. The Design-Build Team shall continuously inspect the Work (including the materials and equipment used in connection therewith) to discover and determine if any such conditions exists and shall be solely responsible for correcting such conditions.

The Design-Build Team shall cooperate with the Owner on all security matters and shall promptly comply with any security requirements established by the Owner. Such compliance with these security requirements shall not relieve the Design-Build Team of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner the Design-Build Team's obligation to undertake such reasonable action as may be required to

establish and maintain secure conditions at the Work site. The Design-Build Team shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to the Owner in a timely manner.

### Section 2.04 Responsibility for Protecting Adjacent Areas

Unless otherwise specifically provided in the Contract, the Design-Build Team shall not perform the Work in a manner that would disrupt or otherwise interfere with the operation of any pipeline, telephone line, electric transmission line, ditch or other structure which may be on or adjacent to the Work site, or enter upon lands in their natural state until approved by the Owner. Thereafter, and before it begins the Work, the Design-Build Team shall give due notice to the Owner of its intention to start the Work. The Design-Build Team shall not be entitled to an increase in the Contract Time, or extra compensation on account of any postponement, interference or delay of the Work caused by such line, ditch or structure.

The Design-Build Team shall preserve and protect cultivated areas and planted vegetation (such as trees, plants, shrubs and grass) on or adjacent to the Work site that the Owner has determined does not unreasonably interfere with the performance of the Work (including the operation of equipment or stockpiling of materials) and shall repair or restore any damage thereto.

### Section 2.05 Responsibility for Construction Safety

The Design-Build Team shall be solely and completely responsible for providing safe conditions at the Project Site to assure the protection of employees and other persons present thereon, and any property affected by the performance of the Work. Prior to the Notice to Proceed, the Design-Build Team shall submit its Safety Management Program setting forth the safety precautions and procedures to be in effect at the Project Site. The Design-Build Team shall comply with all of the requirements set forth in the Safety Management Program, which is incorporated herein by this reference. Each Subcontractor shall agree in writing to comply with the requirements of the Safety Management Program prior to performing any portion of the Work.

An employee of the Design-Build Team shall be designated the person who shall be responsible for the safety conditions at the Project Site. Such designated person shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

The Design-Build Team shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss. Any Hazardous Substance encountered at the Project Site shall be handled in accordance with applicable laws, ordinances, rules and regulations governing such substance.

### Section 2.06 Responsibility for Clean-Up of the Work Site

The Design-Build Team shall, at all times, keep the work area in a neat, clean and safe condition. Upon completion of any portion of the Work, the Design-Build Team shall promptly remove all of its equipment, temporary structures and surplus materials not to be used at or near the same location during later stages of work. Upon completion of the Work and before final payment is made, the Design-Build Team shall, at its expense, dispose of all unnecessary vegetation, structures, rubbish, unused materials, and other equipment and materials belonging to it or used in the performance of the Work to the satisfaction of the Owner in accordance with all applicable federal, state, and local laws, ordinances and codes. The Design-Build Team shall leave the premises and Work site in a neat, clean, and safe condition. In the event of the failure to comply with the aforegoing, the Owner may satisfy the requirements of this Section at the Design-Build Team's expense.

### Section 2.07 Responsibility for Construction Procedures

The Design-Build Team shall supervise and direct the Work using its best skill and attention. The Design-Build Team shall be solely responsible for the design, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

The Design-Build Team shall not be relieved from its obligations to perform the Work in accordance with the Contract either by the activities or duties of the Owner in the administration of the Contract, or by inspections, tests or approvals required or performed by persons other than the Design-Build Team.

**Section 2.08 Responsibility for Substitution of Team Members, Key Personnel, Subconsultants, and Subcontractors**

The Design-Build Team shall have no substitutions in their Team Members, Key Personnel, and Named Subconsultants or Subcontractors without the Owner's prior written consent.

**Section 2.09 Responsibility for Employment of One Competent Superintendent, One Assistant Part Time Superintendent, and One Part Time Clerk**

a. The Design-Build Team shall employ a competent Assistant Superintendent dedicated part time as necessary, and a Superintendent dedicated full time to supervise and direct the Work. The Superintendent shall be present at the progress meetings and during the entire progress of the Work. The Superintendent shall effectively communicate with the Owner and shall have a thorough understanding of the Work and the Contract. The Design-Build Team shall designate a Superintendent who is acceptable to the Owner. Any substitution of the Superintendent is strongly discouraged and will be permitted only after a written request for such substitution has been made and approved by the Owner. The Owner shall submit any requests for substitution of the Superintendent, in writing, stating the reason for such request. Approval of a substitution request by either party shall not be unreasonably denied.

b. The Design Build Team shall employ a competent Clerk dedicated part to full time as necessary to the Project(s). The Clerk shall be present at the project site(s) if requested by Owner during critical meetings throughout the entire progress of the Work. The Clerk shall maintain orderly and complete records required for the project including but not limited to Contract Documents, submittals, Progress Record Documents, inspections, reports, Requests for Information, Requests for Proposal, etc. The Clerk shall effectively communicate with the Owner and shall have a thorough understanding of the Work and the Contract Documents. The Clerk shall be designated by the Design Build Team and approved by the Owner prior to the Notice to Proceed.

**Section 2.10 Responsibility for Uncovering and Correcting the Work**

If any portion of the Work has been covered contrary to the request of the Owner or contrary to the requirements stated in the Contract, the Design-Build Team shall, if requested by the Owner, uncover for observation and, if unacceptable, shall be replaced and recovered at the Design-Build Team's expense without any adjustment to the Contract Time.

If any portion of the Work has been covered which the Owner has not specifically requested to observe prior to being covered, the Design-Build Team shall, if requested by the Owner, uncover for observation and, if unacceptable, shall be replaced and recovered at the Design-Build Team's expense without any adjustment to the Contract Time. If the uncovered Work is in compliance with the requirements of the Contract, the cost to recover shall be paid by the Owner.

**Section 2.11 Responsibility for Permits and Fees**

Unless otherwise provided in the Contract Documents to be the responsibility of the Owner, the Design-Build Team shall secure all the necessary permits and pay the required license and inspection fees associated therewith, which are necessary for the proper execution and completion of the Work.

**Section 2.12 Responsibility for Record Documents**

The Design-Build Team shall keep a marked-up, up-to-date set of the Progress Record Documents subject to the provisions of Section 01700 of the Bridging Documents. The Progress Record Documents shall depict the as-built conditions of the Work as they occur during the course of construction as an accurate record of the deviations between the Work as designed and the Work as installed.

**Section 2.13 Responsibility for Substitutions of Materials, Products or Services**

a. **Criteria.** The Design-Build Team may propose the substitution of any material, product or service in lieu of that required or specified by brand name or trade name under the Contract subject to the requirements set forth herein. Any material, product or service manufactured by a company other than the one specified, or is brand name, model number or generic species other than what is specified, will be considered a substitution.

Prior to proposing the substitution, the Design-Build Team shall determine whether or not (i) the proposed material, product or service is, in fact, equal to that specified after considering the ease of operation, maintenance, repairs, appearance, longevity and any other pertinent factors and (ii) the substitution will result in a cost savings, reduced

construction time or similar demonstrable benefit to the Owner. A substitution will not be permitted where the material or product is intended to match others in use, accommodate artistic design, specific function or economy of maintenance.

**b. Procedure.** The Design-Build Team shall, within 10 days after award of the Contract submit to the Owner a written request for the substitution accompanied by drawings, samples, test data, certificates and any other pertinent documentation which will permit the Owner to make a fair and equitable decision concerning the proposed substitution. If the Design-Build Team fails to submit the written request within the specified time, the substitution will not be allowed. If the substitution is acceptable to the Owner, a written authorization will be provided to the Design-Build Team. No substitution will be allowed which will result in an increase in the Contract Amount.

**c. Burden of Proof.** The burden of proof in establishing the equality of the proposed substitution shall be upon the Design-Build Team. Approval of a substitution shall not relieve the Design-Build Team from responsibility for compliance with the other requirements of the Contract. The Design-Build Team shall bear the expense for any changes in other parts of the Work caused by the substitution. The submission of a substitution incurs no obligation on the part of the Owner to accept or construe the proposed substitution to be an equal to that specified under the Contract. The Owner will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified under the Contract. The Owner will have a reasonable amount of time to review each request for substitution.

**d. Required Certificates.** The substituted material, product or service shall be supported, by proper certification from the governmental agencies having jurisdiction over its use in the Work.

### Section 2.14 Responsibility for the Delivery and Storage of Materials and Equipment

The Design-Build Team shall receive, unload, store in a secure place, and deliver from storage to the Work site all materials and equipment required for the performance of the Contract. The storage facilities and methods of storing shall meet with the Owner's approval. Any materials and equipment subject to degradation by exposure shall be stored in a suitable enclosure provided by the Design-Build Team.

### Section 2.15 Responsibility for Emergencies

When emergencies affecting or threatening the safety of any person or property occur, the Design-Build Team shall immediately act with diligence to prevent injury to such person, or damage or loss to such property. If the Design-Build Team should fail to act, the Owner may, but is not obligated to, act immediately to prevent injury to such person, or damage or loss to property, whichever may be endangered by the emergency by whatever means or method the Owner deems appropriate, including, but not limited to, the use of other Design-Build Teams, the Owner's own forces, and the Design-Build Team's on-site equipment and materials, in which case, the Design-Build Team shall pay the Owner for any such expenses incurred as provided in Section 10.05 (Owner's Right to Perform the Work).

### Section 2.16 Responsibility for Payment of Subcontractor and Other Parties

The Design-Build Team is responsible for paying each Subcontractor and Subconsultant performing any portion of the Work, and other parties providing labor, material or supplies in connection with the Work in a timely manner.

### Section 2.17 Responsibility for Schedule of Values

The Design-Build Team, if so requested by the Owner, shall provide the Owner with a Schedule of Values allocated to various portions of the Work. The Schedule of Values shall be formed and supported by such data and information, acceptable to the Owner.

Each line item of the Schedule of Values shall contain no more than reasonable and attributable costs applicable to the line item. The Design-Build Team shall warrant the Schedule of Values to be reliable and accurate, and documents used in the preparation thereof shall be available for review by the Owner.

## SECTION 3. OWNER'S RIGHTS AND RESPONSIBILITIES

### Section 3.01 Designated Representative

The Owner's Designated Representative with respect to the Contract is _____. The Designated Representative shall have complete authority to transmit instructions, receive information, interpret and define the policies of the Owner and to make other decisions on the part of the Owner. Following the issuance of the Notice to Proceed, the Designated Representative may perform any review, communications, notices or other act required on the part of the Owner.

The Designated Representative shall not have any authority to change or interpret the Contract or Contract Documents, whether orally or in writing. Any ambiguity between the parties that require interpretation of the Contract or Contract Documents shall be resolved by written submission of a Request for Information by the Design-Build Team. Any request for a change to the Contract or Contract Documents shall be resolved by written submission of a Change Order request by the Design-Build Team. The Contact or Contact Documents shall not be changed without written confirmation from the Owner.

Communications from the Owner's Representative may be verbal or written. Any verbal instruction or directive by the Owner's Representative to the Design-Build Team that changes either the Contract Amount or Contract Time or that changes either the Contract or the Contract Documents shall not be valid unless confirmed in writing and acknowledged and accepted by the Owner 1) within five working days or 2) when the work that is subject to the verbal directive commences, whichever is earlier. Absent written confirmation of the Owner's Representative's verbal instruction to the Design-Build Team, the parties agree that there is a strong presumption that no such verbal directive was ever given.

**Section 3.02 Right to Perform or Award Separate Contracts for Portions of the Work**

**a. Coordination.** The Owner reserves the right to perform portions of the Work related to the Project with its own forces or to award a separate contract or contracts for portions of the Work under the same or similar conditions of the Contract. The Owner will provide for the coordination of the activities by its own forces and that of each separate Design-Build Team with the Work of the Design-Build Team. The Design-Build Team shall participate with the Owner and the other separate Design-Build Teams in reviewing their construction schedules when so directed by the Owner.

**b. Revisions to the Guaranteed Project Schedule.** The Design-Build Team shall make the revisions to the Guaranteed Project Schedule deemed necessary after a joint review and mutual agreement. The Guaranteed Project Schedule as revised shall then constitute the schedule to be used by the Design-Build Team. If the activities by the Owner or the other Design-Build Teams are completed within the time reflected in the Guaranteed Project Schedule as revised or an extension is granted in the Contract Time, the Design-Build Team shall be precluded from asserting any claim for delay or additional expenses resulting from the Owner exercising its rights granted herein.

**c. Storage of Equipment and Materials.** The Design-Build Team shall afford the Owner and any separate Contractor reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Design-Build Team's construction and operations with theirs as required by the Contract.

**d. Reporting of Separate Contractor Deficiencies.** If part of the Work depends on the proper execution of construction or operations by the Owner or a separate Contractor, the Design-Build Team shall, prior to proceeding with the Work and each portion thereof, promptly report to the Owner any apparent discrepancies or defects in such other construction or operations that would render the Work unsuitable for proper execution by the Design-Build Team. The Design-Build Team's failure to report such discrepancy or defect shall constitute an acknowledgment that the Owner's or separate Contractor's completed or partially completed construction or operations is fit and proper for the Design-Build Team to proceed with the Work, except as to defects not then reasonably discoverable.

**e. Delays and Damages to Separate Contractors.** The Design-Build Team shall defend, indemnify and hold the Owner harmless pursuant to the provisions of Section 9.01 (General Indemnity) of the General Conditions for each claim asserted by a separate Contractor for delay, improperly timed activity, defective construction or damage to the work of the separate Contractor which is caused by the Design-Build Team. The Design-Build Team agrees to make no claim of cost or damages against the Owner for any delay, improperly timed activity, defective construction or damage to the Work of the Design-Build Team which is caused (i) by the Design-Build Team, or (ii) by a separate Contractor unless such Contractor is under contract to the Owner, or to a general Contractor of the Owner.

**f.** The Owner shall pay each claim of cost incurred by the Design-Build Team arising from the delay, improperly timed activity, defective construction or damage to the Work caused by a separate Contractor acting under the direction or control of the Owner, or under the direction and control of a general Contractor of the Owner, provided such claim meet the requirements contained in Section 01200 (Price and Payment Procedures) of the Bridging Documents.

The failure of either party to pay the costs as required herein shall entitle the other party to file a claim pursuant to Section 12 (Disputes between the Parties) of the Contract.

**g. Repair of Damages.** The Design-Build Team shall promptly repair any damage caused by the Design-Build Team to the work of a separate Contractor or to any property of the Owner or other property owner if so requested and permitted by the injured party. Such repair shall be in lieu of the payment of monetary damages to the injured party.

### Section 3.03 Right to Perform Additional Work Within or Near the Project Site

The Owner reserves the right at any time to contract with another Contractor whose work may occur within or near the site of the Project. In such event, the Design-Build Team agrees not to interfere with or hinder the progress of work by the other Contractor, and the Owner agrees to require such Contractor to coordinate its work with that of the Design-Build Team. The Design-Build Team agrees to cooperate and coordinate with such Contractor as directed by the Owner.

The Design-Build Team shall arrange the Work and shall place and dispose of the materials being used so as not to interfere with the operations of other Contractors within the limits of the same Project. The Design-Build Team shall join the Work with that of the other Contractor in an acceptable manner and shall perform it in proper sequence to that of the other Contractor.

### Section 3.04 Progress Meetings

The Owner shall chair the progress meetings between the parties to the Contract that shall include a representative from each major subcontractor if so requested by the Owner. The Owner shall take notes of the progress meeting and shall distribute copies to each party within five (5) days after completion of the meeting. The conference notes shall summarize decisions made at the meeting and reflect the weekly job progress in comparison to the Guaranteed Project Schedule. The attendees are responsible for remembering their own required action and the conference notes shall serve only as a reminder and record of the required action.

### Section 3.05 Right of Suspension

The Owner may, without cause, order the Design-Build Team in writing to suspend, delay or interrupt the Work, in whole or in part, for such period of time as determined by the Owner. An adjustment shall be made for the increase in the cost of performing the Contract (excluding therefrom any profit to the Design-Build Team), on the increased cost of performance caused by the suspension, delay, or interruption.
No adjustment shall be made to the extent that:

i. The performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Design-Build Team is responsible; or
ii. An equitable adjustment is made or denied under another provision of the Contract Documents, or
iii. The Design-Build Team could have mitigated the increase in cost to perform the Contract.

### Section 3.06 Right of Termination for Convenience

Prior to, or during the performance of the Work, the Owner reserves the right to terminate the Contract in whole or in part, for any reason whatsoever (including, but not necessarily limited to, funding limitations). Upon such an occurrence the Owner will immediately notify the design professional and the Design-Build Team in writing specifying the effective termination date of the Contract.

After receipt of the Notice of Termination, the Design-Build Team shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due at the point in the Contract:

i. Stop all construction;
ii. Place no further orders for materials or services;
iii. Terminate all subcontracts;
iv. Cancel all material and equipment orders as applicable; and
v. Take whatever action is necessary to protect and preserve all property related to this Contract, which is in the possession of the Design-Build Team.

Within 180 days of the date of the Notice of Termination, the Design-Build Team shall submit a final termination settlement proposal to the Owner based upon costs up to the date of termination, including reasonable profit as allowed by the Contract Documents on completed Work, and reasonable demobilization costs as allowed by the Contract Documents. If the Design-Build Team fails to submit the proposal within the time allowed, the Owner may determine the amount due to the Design-Build Team because of the termination and shall pay the determined amount to the Design-Build Team.

### Section 3.07 Owner's Right to Replace Subcontractor or Subconsultant

The Owner shall have the right to require that the Design-Build Team replace any Subcontractor or Subconsultant at any time and for any reason by requesting such change in writing in accordance with the provisions of NRS 338.141.

## SECTION 4. CONTRACT COMMENCEMENT, PROGRESS AND COMPLETION

### Section 4.01 Notice to Proceed

After receipt of all required post-Proposal submittals, the Owner will issue the Notice to Proceed. The Design-Build Team shall not commence activities on the Project prior to the date specified in the Notice to Proceed.

### Section 4.02 Guaranteed Project Schedule

Within the time provided in Section 01330 of the Bridging Documents, the Design-Build Team shall submit the Guaranteed Project Schedule for the Work, which shall contain the appropriate milestones by which the Owner can judge and determine the progress thereof.

### Section 4.03 Progress of the Work

The Design-Build Team shall provide sufficient labor, materials, facilities, and equipment and shall work such hours, including night shifts, overtime operations, Saturdays, Sundays and holidays, as may be necessary to insure the prosecution and completion of the Work or separable portions thereof, in accordance with the Guaranteed Project Schedule.

If the progress of the Work falls behind or fails to proceed in accordance with the Guaranteed Project Schedule, or it becomes apparent to the Owner from the current schedule that the Work will not be substantially complete within the Contract Time (as adjusted by Owner approved Change Orders), in addition to the other requirements of the Contract and remedies available to the Owner, the Design-Build Team agrees to take the following actions at no additional cost to the Owner to correct such tardiness:

i. Increase manpower in such quantities and crafts as will substantially eliminate, in the judgment of the Owner, the backlog of Work;
ii. Increase the number of working hours per shift, shifts per working day, working days per week, the amount of equipment, or any combination of the foregoing, sufficient to substantially eliminate, in the judgment of the Owner, the backlog of Work; and,
iii. Reschedule activities to achieve maximum practical concurrence of accomplishment of activities.

The failure of the Design-Build Team to comply with the requirements of this Section or to remedy the tardiness shall be grounds for a determination by the Owner that the Design-Build Team is failing to diligently prosecute the Work, in which case the Owner may, after the notice of the breach has been provided to the Design-Build Team pursuant to Section 10.01 (Definition of Breach) of the Contract, without prejudice to other remedies the Owner may have and regardless of whether the Design-Build Team has taken or is taking corrective action, immediately correct the Design-Build Team's failure at the Design-Build Team's expense by exercising the right to perform and carry out the work as provided in Section 10.05 (Owner's Right to Perform the Work) including the use of the Owner's work forces, to award separate contracts, to supplement the Design-Build Team's work forces, to prepare or have prepared schedules which shall be used to determine the provisions of the Contract to withhold actual and anticipated liquidated damages, and any other means the Owner deems appropriate.

### Section 4.04 Contract Time

Time is of the essence in the performance and completion of this Contract. The Design-Build Team shall commence the Work on the date set by the Owner in the Notice to Proceed, and shall achieve Substantial Completion of the Work within the Contract Time.

### Section 4.05 Progress Payments and Retainage

a. **Progress Bills and Payments**. The Design-Build Team may submit a monthly progress bill requesting payment for the Work performed to-date after measuring the Work and estimating its value based upon the unit prices contained in the Contract or the approved Schedule of Values. The progress bill must be submitted by the deadline established by the Owner and must be accompanied by photographs of the Work completed to date and other supporting documentation (such as material receipts and storage verifications). The quantities and value estimates must have the concurrence of the Owner. As permitted pursuant to Section 10.06 (Deduction from Progress Payments) of the Contract and NRS Chapter 338, the Owner may withhold from the progress payment an amount that is sufficient to protect the

Owner for the Design-Build Team's failure to comply with the requirements of the Contract or applicable building codes, laws or regulations.

The Design-Build Team must submit certified payroll records each month as required by NRS Chapter 338. If the certified payroll records for the previous month have not been received, the Owner may withhold funds from the progress payment in accordance with NRS Chapter 338.

**b. Retainage.** From the progress payment to be made to the Design-Build Team, the Owner shall deduct and retain an amount equal to ten percent (10%) of the amount approved for payment.

**c. Payment for Stored Material.** The Owner may at its discretion pay the Design-Build Team for the cost of the material to be used in the performance of the Work, provided the material complies with the requirements of the Contract and the following conditions are satisfied:

i. The Design-Build Team stores the material in a manner acceptable to the Owner at the Work site or other site that is acceptable to the Owner.
ii. The Design-Build Team furnishes evidence of the quantity and quality of the stored material that is acceptable to the Owner.
iii. The Design-Build Team furnishes legal title (free of liens or encumbrances of any kind) for the stored material that is acceptable to the Owner.
iv. The Design-Build Team furnishes evidence the stored material is insured against loss, damage or disappearance thereof prior to use in the Work that is acceptable to the Owner.

The transfer of title to, or the payment for, the stored material by the Owner shall in no way relieve the Design-Build Team of responsibility for placing the material in accordance with the requirements of the Contract.

If payment is being sought for material not specifically purchased for the Work, but taken from the Design-Build Team's stock, then in lieu of an invoice, the Design-Build Team shall submit to the Owner a statement and accompanying affidavit certifying that the material was taken from the Design-Build Team's stock and that the claimed material and transportation costs represent the actual costs to the Design-Build Team.

The progress bill requesting payment for the stored material shall not exceed the Contract price for such material or the price for the Contract item comprising the material used by the Design-Build Team.

## SECTION 5. COMPLETION OF PROJECT

### Section 5.01 Substantial Completion

When the Design-Build Team considers the Work or portion thereof has reached Substantial Completion, the Design-Build Team shall so inform the Owner. The Owner shall schedule a walk-through to establish a punch list of items to be completed or corrected by the Design-Build Team.

If the Work or any designated portion thereof has reached Substantial Completion, and all applicable governmental authorities have granted final approval of the Work, the Owner will issue a Certificate of Substantial Completion establishing the date of Substantial Completion identifying responsibilities of the Owner and Design-Build Team for security, maintenance, utilities, damage to the work and insurance, and fixing the time for the Design-Build Team to finish the items on the punch list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted to the Owner and Design-Build Team for their written acceptance of responsibilities assigned to them in such Certificate.

In the event the Design-Build Team is unwilling to provide written acceptance of the Certificate of Substantial Completion, the Owner shall issue the Certificate without the Design-Build Team's signature, and (i) the Design-Build Team shall immediately comply with the provisions of the Certificate, and any dispute involving the Design-Build Team's unwillingness to provide written acceptance shall be resolved in accordance with Section 12 (Disputes Between the Parties). In such event, the Owner may withhold Liquidated Damages based on the completion date shown on the issued Certificate of Substantial Completion until such time as the dispute is resolved between the parties.

### Section 5.02 Punch List

The Design-Build Team shall complete or correct the Work identified on the punch list within the time specified on the Certificate of Substantial Completion or as otherwise directed. If the Design-Build Team fails to satisfactorily complete or

correct the punch list items, such failure shall constitute a breach of this Agreement and the Owner shall have the option to invoke any of the remedies provided for under Section 10.

The time stated for completion of punch list items shall include final clean up of the Work site.

**Section 5.03 Final Inspection and Final Acceptance of the Work**

When the Design-Build Team considers the Work is complete, the Design-Build Team shall so notify the Owner in writing. If, after inspection and testing, the Owner determines that the Work has been completed as required by the Contract and the Contract otherwise fully performed, the Owner shall inform the Design-Build Team that application for final payment may be made. The Contract shall not be considered to be fully performed until the Design-Build Team provides the Owner with the certificates, guaranties, releases, certified payroll records, affidavits, record documents and other documents required under the Contract. Final acceptance of the Work shall be confirmed by the making of final payment unless otherwise stipulated at the time such payment is made.

**Section 5.04 Final Payment**

Provided the Contract has been fully performed pursuant to Section 5.03 (Final Inspection and Final Acceptance of the Work) of the Contract, the Design-Build Team shall prepare and submit a final payment application for all Work performed under the Contract. The acceptance of final payment shall operate as a release to the Owner by the Design-Build Team of all claims and liabilities for all things done or furnished in connection with the Work and for every act or omission, negligent or otherwise, of the Owner and others relating to or arising out of the Work.

No payment, final or otherwise, shall operate to release the Design-Build Team from any obligations under the Contract or the Sureties from any obligations under the Performance Bond, Labor and Material Payment Bond or the Guaranty Bond.

**Section 5.05 Non-Conforming Work Not Accepted**

Neither final acceptance, the making of final payment, nor the entire or partial occupancy of the completed Work by the Owner shall constitute an acceptance of the Work, or any portion thereof, not completed in accordance with the requirements of the Contract.

## SECTION 6. LIQUIDATED AND DELAY DAMAGES

**Section 6.01 Owner's Recovery of Liquidated Damages**

The Design-Build Team acknowledges that time is an essential element of this Contract and for that reason the Work needs to proceed and be prosecuted vigorously to completion. In the event that the Work is not completed within the Contract Time set forth in Section 5 (Contract Time) of the Design-Build Contract, the Design-Build Team further acknowledges that the Owner will suffer damages which are difficult to ascertain, such as, but not necessarily limited to, the loss of the use of the Work by the Owner and the public, the inconvenience suffered by the public, and the cost associated with additional architectural, engineering, inspection, supervision and contract administration.

Because it is difficult and impractical to fix the amount of actual damages which would be suffered by the Owner if the Design-Build Team fails to meet the completion deadline, the parties have agreed that the amount of liquidated damages set forth in Section 6 of the Design-Build Contract is a reasonable estimate of the damages to be suffered by the Owner.

The Design-Build Team agrees to pay the Owner Liquidated Damages for each day that the Work exceeds the completion deadline until the Design-Build Team reaches Substantial Completion of the Work. The Liquidated Damages provided for therein pertain only to the failure to complete the Work by the completion deadline, and does not preclude recovering any increased costs incurred by the Owner in completing the Work. Liquidated Damages shall be in addition to any other remedies that may be available to the Owner. By executing the Design-Build Contract, the Design-Build Team agrees that the amount of liquidated damages set forth therein is fair and reasonable.

If the Owner permits the Design-Build Team to complete the Work, or any part thereof, after the completion deadline or any extensions thereto, such permission shall not be construed as a waiver on the part of the Owner of any of its rights or remedies under the Contract.

The Owner's right to withhold Liquidated Damages pursuant to the provisions of this Section, or any other section of the Contract, is self-executing, and is not subject to the notice of claim and arbitration procedures set forth in Section 12.02

(Arbitration) of the Contract. If the Design-Build Team disagrees with the assessment or withholding of any Liquidated Damages, such disagreement shall be treated as a dispute between parties subject to the notice of claim and arbitration procedures set forth in that Section.

**Section 6.02 Delay Damages**

The Design-Build Team shall not make any claim against the Owner for an increase in the Contract Amount, or for any damages, losses or additional expenses which the Design-Build Team may suffer as a result of any delay in the completion of the Work (regardless of the circumstances giving rise to the delay), with the exception of the following:

i. Delays caused by the Owner's malicious or grossly negligent conduct, or the Owner's willful and knowing delay to the Substantial Completion of the Work,
ii. Delays whose assumption of the risk by the Design-Build Team was not within the contemplation of the parties at the time the parties entered into the Contract, or
iii. Delays of such unreasonable duration that they constitute an intentional abandonment of the Contract by the Owner.

If any of the exceptions set forth in (i) through (iii) above are determined by the Owner to be applicable, the Owner may grant a time extension commensurate with the delay, increase the Contract Amount and/or consider for payment a claim for damages, losses or additional expenses resulting from any delay in the completion of the Work provided such claim meets the requirements set forth in Section 01200 (Claims and Disputes) of the Bridging Documents. The Owner shall determine the validity of the claim and the amount to be paid, and such consideration or payment shall not invalidate, limit or otherwise waive the prohibition provisions of this Section with respect to any future delay claims of the Design-Build Team.

Without limiting the following possible circumstances as being within the contemplation of the parties at the time that the parties entered into the Contract, if any of the following circumstances shall occur:

i. Unknown or uncertain conditions including, but not necessarily limited to, the discovery of caliche, ground water and all other subsurface conditions,
ii. Weather conditions (including, but not limited to, precipitation, flood, mud slides, sink holes, ice and snow resulting from precipitation, wind, temperature or humidity) and the resultant effects thereof regardless of the nature, duration, severity or abnormality of such weather condition,
iii. Unmarked utilities or utility interferences,
iv. Events of war, labor disputes, transportation delays, freight embargos, earthquakes, floods, epidemics, terrorist threats or acts, workplace violence, theft, vandalism damage to the Work (including fire and explosion), acts of God and all other events, acts or omissions resulting in the unavailability of labor, materials, equipment or utilities,
v. Acts or omissions of the Owner and other governmental authorities acting in their role as code and regulation enforcement regulators,
vi. Acts or omissions of Design-Build Teams, subcontractor, suppliers and material manufacturers involved in the Work,
vii. Acts, omissions and coordination of other Design-Build Teams regardless of the event location or contractual relationship between the parties, unless such Design-Build Teams are under the direction or control of the Owner, or under the direction or control of a general Design-Build Team of the Owner, or
viii. Discovery of hazardous substances or substances suspected of being hazardous,

then the Design-Build Team may be entitled to an increase in the Contract Amount and/or a time extension for completion of the Work provided the delay to the Work meets the requirements of Section 01200 (Claims and Disputes) of the Bridging Documents of the Contract.

This Section shall apply to any claim described as a "disruption," "acceleration," "suspension," "schedule change," "impact to the progress of the Work" or some other term avoiding use of the term "delay."

## SECTION 7. BONDING REQUIREMENTS

### Section 7.01 Required Bonds

The Design-Build Team shall purchase and maintain throughout the term of this Agreement, the following bonds:

i. Performance Bond insuring performance of all of the obligations of the Contractor as required by the Contract in the amount of 100% of the Contract Amount.
ii. Labor and Material Payment Bond insuring the payment of all of the Subcontractor and material suppliers of the Design-Build Team in the amount of 100% of the Contract Amount.
iii. Guaranty Bond insuring against defects or deficiencies in the workmanship of, and materials used in, the Work in the amount of 100% of the Contract Amount. The Guaranty Bond shall take effect upon Substantial Completion of the Work and shall remain in effect for a period of one year thereafter or for longer period if so provided in the Specifications.

### Section 7.02 Acceptable Surety

The bonds must be issued by a surety who is listed in Circular 570 (current edition) issued by the Department of Treasury, Fiscal Services as company holding a certificate of authority as an acceptable surety or reinsuring company of federal projects.

The Surety must be licensed to do business in the State of Nevada. Bonds issued by individuals as surety are not acceptable to the Owner. The Design-Build Team shall require the agent who executes the bond on behalf of the Surety to attach to the bond a correct copy of the power of attorney authorizing the agent to execute the bond.

### Section 7.03 Failure to Maintain Bonds

If, for any reason, the bonds are not maintained in effect as required herein, the surety files for protection under the federal bankruptcy laws or similar state laws or the surety rating decreases from that required under Section 7.02 (Acceptable Surety) of the Contract, the Owner may require the Design-Build Team to procure bonds from another surety to be substituted in lieu of the bonds originally provided to the Owner, and the failure to procure the substitute bonds shall constitute a breach of the Contract entitling the Owner to any of the remedies set forth in Section 10 (Breach of Contract and Remedies) of the Contract.

## SECTION 8. INSURANCE REQUIREMENTS

### Section 8.01 Section and Paragraph Headings

The section and paragraph headings appearing in this Request for Preliminary Proposals 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.

### Section 8.02 Owner Provided Builder's Risk Insurance.

The Owner shall provide Builder's Risk Insurance insuring against all risks of loss (including fire, testing, vandalism, malicious mischief, collapse and water damage) for 100% of the replacement value of the completed portion of the Work including delay damages or damage to materials stored on or outside the Project, or in transit thereto.

| | |
|---|---|
| Scope of Coverage: | Project Specific |
| Type of Coverage: | Occurrence Basis |
| Amount of Deductible | $10,000 |
| Amount of Coverage: | Contract Amount |
| Policy Period: | Effective until final completion of the Project |
| Named Insured: | City of Las Vegas |

### Section 8.03 Team provided Insurance – General

The Team awarded the Contract shall purchase and continuously maintain in full force and effect for the policy periods specified below the insurance policies specified in this Section. The insurance required hereunder shall not be interpreted to relieve the Team of any obligations under the Contract. The Team shall remain fully liable for all deductibles, including

Builder's Risk Insurance provided by the Owner and amounts in excess of the coverage actually realized, except Builder's Risk.

**a. Commercial General Liability Insurance.** The Team shall provide and maintain Commercial General Liability Insurance (broad form coverage) insuring against claims for bodily injury, property damage, personal injury and advertising injury that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) form for Commercial General (CG 00-01-10-01). By its terms or appropriate endorsements such insurance shall include the following coverage, to wit: Bodily Injury, Property Damage, Fire Legal Liability (not less than the replacement value of the portion of the premises occupied), Personal Injury, Blanket Contractual, Independent Contractors, Premises Operations, Products and Completed Operations (for a minimum of two (2) years following Final Completion of the Project). The policy cannot be endorsed to exclude the perils of explosion (x), collapse (c) and underground (u) exposures without the approval of the Owner.

If Commercial General Liability Insurance or other form with a general aggregate limit and products and completed operations aggregate limit is used, then the aggregate limits shall apply separately to the Project, or the Team may obtain separate insurance to provide the required limit which shall not be subject to depletion because of claims arising out of any other project or activity of the Team. Any such excess insurance shall be at least as broad as the Team's primary insurance.

| | |
|---|---|
| Scope of Coverage: | Non-Project Specific |
| Type of Coverage: | Occurrence Basis |
| Amount of Coverage: | $1,000,000 per occurrence |
| | $2,000,000 aggregate |
| Policy Period: | Annual Policy. Effective for the duration of this Agreement |
| Name Insured: | Team |
| Additional Insured Parties: | City of Las Vegas (its officers, employees and agents) |

**b. Automobile Liability Insurance.** The Team shall provide Comprehensive Automobile Liability Insurance insuring against claims for bodily injury and property damage and covering the ownership, maintenance or use of all owned/leased, non-owned and hired vehicles used in the performance of the Work, both on and off the Project Site, including loading and unloading. The coverage shall be primary and non-contributory and shall be provided by Insurance Services Office form for Commercial Auto Coverage (CA-00-01-10-01) or equivalent.

| | |
|---|---|
| Scope of Coverage: | Non-Project Specific |
| Type of Coverage: | Occurrence Basis |
| Amount of Coverage: | $1,000,000 per occurrence |
| | $2,000,000 aggregate |
| Policy Period: | Annual Policy. Effective for the duration of this Agreement |
| Name Insured: | Team |
| Additional Insured Parties: | City of Las Vegas (its officers, employees and agents) |

**c. Workers' Compensation.** The Team shall provide Worker's Compensation Insurance sufficient to meet its statutory obligation under NRS Chapter 616 to provide benefits for employees with claims of bodily injury or occupational disease (including resulting death). The policy required herein shall be primary and non-contributory in its coverage.

| | |
|---|---|
| Scope of Coverage: | Non-Project Specific |
| Type of Coverage: | Occurrence Basis |
| Amount of Coverage: | Statutory |
| Policy Period: | Annual Policy. Effective for the duration of this Agreement |
| Name Insured: | Team |
| Additional Insured Parties: | City of Las Vegas (its officers, employees and agents) |

**d. Employer's Liability Insurance.** The Team shall provide Employer Liability Insurance covering its legal obligation to pay damages because of bodily injury or occupational disease (including resulting death) sustained by an employee. The policy required herein shall be primary and non-contributory in its coverage.

| | |
|---|---|
| Scope of Coverage: | Non-Project Specific |
| Type of Coverage: | Occurrence Basis |
| Amount of Coverage: | $1,000,000 bodily injury by accident |
| | $1,000,000 bodily injury by disease |
| | $1,000,000 policy limited |
| Policy Period: | Annual Policy. Effective for the duration of this Agreement |
| Name Insured: | Team |
| Additional Insured Parties: | City of Las Vegas (its officers, employees and agents) |

**e. Errors and Omissions Insurance.** The Design Professional shall procure and maintain Errors and Omissions Insurance insuring against.

| | |
|---|---|
| Scope of Coverage: | Project Specific |
| Type of Coverage: | Occurrence Basis |
| Amount of Coverage: | $1,000,000 per occurrence<br>$2,000,000 aggregate |
| Policy Period: | Effective until final completion of the Project |
| Named Insured: | Team |
| Additional Insured Parties | City of Las Vegas (its officers, employees and agents |

**Section 8.04 Acceptable Insurance Company**
The insurance company providing any of the insurance coverage required herein shall have a Best's Key rating of A VII or higher, (i.e., A VII, A VIII, A IX, A X, etc.) and shall be subject to approval by the Owner. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance.

**Section 8.05 Premiums, Deductibles and Self-Insured Retentions**
The Team shall be responsible for payment of premiums for all of the insurance coverages required under this Exhibit. The Team further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Team is responsible hereunder, the Team shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Team insurance must be declared and approved by Owner.

**Section 8.06 Certificates of Insurance**
The Team will deliver to Insurance Tracking Services, Inc. (ITS), the Owner's representative, a certificate of insurance with respect to each required policy to be provided by the Team under this Exhibit. 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 Owner upon request.

**Section 8.07 Renewal Policies**
The Team 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.

**Section 8.08 Cancellation and Modification of Insurance Coverage**
Each insurance policy supplied by the Team must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases, has been given to the Owner and such notice is by certified mail, return receipt requested. This notice requirement does not waive the insurance requirements contained herein.

**Section 8.09 No Recourse**
There shall be no recourse against Owner for the payment of premiums or other amounts with respect to the insurance required from the Team under this Exhibit.

**Section 8.10 Endorsements and Waivers**
All insurance policies required hereunder shall contain or be endorsed to contain the following provisions:

i. For claims covered by the insurance specified herein, said insurance coverage shall be primary insurance with respect to the insured, additional insured parties, and their respective members, directors, officers, employees and agents and shall specify that coverage continues notwithstanding the fact that the Design-Build Team has left the Project site. Any insurance or self-insurance beyond that specified in this Contract that is maintained by an insured, additional insured, or their members, directors, officers, employees and agents shall be in excess of such insurance and shall not contribute with it.

ii. Any failure on the part of a named insured to comply with reporting provisions or other conditions of the policies, any breach of warranty, any action or inaction of a named insured or others, any foreclosure relating to the Project or any change in ownership of all or any portion of the Project shall not affect coverage provided to the other insured or additional insured parties or their respective members, directors, officers, employees and agents.

i. The insurance shall apply separately to each insured and additional insured party against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**Section 8.11 Failure to Provide or Maintain Insurance Coverage (Revised)**
The awarded Team's failure to provide or maintain any of the insurance coverage required herein would constitute a breach of the Contract.

## SECTION 9. INDEMNITY

**Section 9.01 General Indemnity**

The Design-Build Team shall protect, indemnify and hold the Owner, its officers, employees, agents and consultants (collectively the "Indemnitees") harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments (including attorney fees, court costs) or other expenses of any and every kind or character (collectively the "Claims"), which may be recovered from or sought against the Indemnitees as a result of, by reason of, or as a consequence of, the negligence, errors, omissions, recklessness or intentional misconduct on the part of the Design-Build Team, its officers, employees, agents, subcontractor or suppliers (i) in the manufacturing or supplying (including transportation) of any materials, supplies or other products used in the Work, or (ii) in the performance of the terms, conditions and covenants of the Contract. The Owner may retain for its protection any money due and owing the Design-Build Team under this Contract. In the event no money is due and owing, the surety, if required, of the Design-Build Team, may be held until all of the Claims have been settled and suitable evidence to that effect furnished to the Owner.

The Design-Build Team shall defend the Indemnitiees against the Claims and in the event that the Design-Build Team fails to do so, the Owner 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 Design-Build Team.

**Section 9.02 Patent Indemnity**

The Design-Build Team shall protect, defend and hold the Owner, its officers, employees, agents and consultants (collectively the "Indemnitees") harmless from and against all claims, losses, costs, damages, and expenses, including attorney fees, court costs or other expenses (collectively the "Claims"), incurred by the Indemnitees, or any of them, respectively, 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 Contract by the Design-Build Team, or out of the processes or actions employed by, or on behalf of, the Design-Build Team in connection with the performance of this Contract. The Design-Build Team shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by the Indemnitees; provided that the Indemnitees shall have notified the Design-Build Team upon becoming aware of such claims or actions, and provided further that the Design-Build Team's aforementioned obligations shall not apply to equipment, materials or processes furnished or specified by the Indemnitees.

In order to avoid such claims or actions, the Design-Build Team shall have the right, at its expense, to substitute non-infringing equipment, materials or processes, or to modify such infringing equipment, materials and processes so they become non-infringing, or to obtain the necessary licenses authorizing the use of the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet the requirements of this Contract.

## SECTION 10. BREACH OF CONTRACT AND REMEDIES

### Section 10.01 Definition of Breach

If, during the existence of the Contract, the Design-Build Team:

i. Fails to properly pay any Subcontractor or other parties for labor, materials or supplies as required by Section 2.16 (Responsibility for Payment of Subcontractor and Other Parties) of the Contract;
ii. Fails to begin the Work within the time specified in the Notice to Proceed as required by Section 4.01 (Notice to Proceed) of the Contract;
iii. Fails to diligently prosecute the Work as required by Section 4.02 (Guaranteed Project Schedule) or Section 4.03 (Progress of the Work) of the Contract;
iv. Fails to provide sufficient workmen, materials or equipment to assure the prompt completion of the Work as required by Section 4.03 (Progress of the Work) of the Contract;
v. Fails to complete the Work within the Contract Time as required by Section 4.04 (Contract Time) of the Contract;
vi. Fails to complete the punch list within the time specified in the Certificate of Substantial Completion as required by Section 5.02 (Punch List) of the Contract;
vii. Fails to maintain the bonds, industrial insurance coverage for his employees, general liability insurance or any of the other policies of insurance as required by Sections 7.01 (Required Bonds) and 8.01 (Required Insurance) of the Contract;
viii. Fails to pay third party claims as required by Section 9.01 (General Indemnity) of the Contract;
ix. Fails to maintain licensure by the Nevada State Design-Build Team's Board as required by Section 11.01 (General Warranty) of the Contract;
x. Fails to promptly remedy the Work not in conformance with the Contract as required by Section 11.03 (Warranty Work Conforms with Requirements of the Contract);
xi. Fails to observe laws, ordinances, rules or regulations pertaining to the Project as required by Section 13.01 (General) of the Contract;
xii. Fails to investigate, or cooperate in the investigation of, complaints concerning the payment of prevailing wage rates requested by the Owner or the State Labor Commissioner's Office as required by Section 13.02 (Compliance with Labor Laws) of the Contract;
xiii. Fails to maintain solvency, allows a judgment to stand against the Design-Build Team for a period of five (5) days, files a petition with the United States Bankruptcy Court, is adjudged insolvent or bankrupt, makes a general assignment for the benefit of creditors, or commits an act of bankruptcy or insolvency; or
xiv. Fails to remedy any other material breach of the provisions of the Contract;

then the occurrence of any of the above shall constitute a breach of the contract which if unremedied may constitute an Event of Default as described in Section 10.02 (Event of Default).

**Section 10.02 Event of Default**

The Design-Build Team and the Surety under the Performance Bond shall be entitled to seven (7) days notice of each breach described in Section 10.01 (Definition of Breach) of the Contract and given the opportunity within such time to cure the breach, provided, however, such breach is capable of a cure. If such breach is capable of a cure but by its nature cannot be cured within the seven day period, the Design-Build Team or Surety may be allowed such additional time as may be reasonably necessary to cure the breach provided the cure is commenced within the seven day period and is diligently pursued to completion.

If any breach is not subject to cure, or is not cured as provided herein, the Owner may declare that an "Event of Default" has occurred and the Owner may, in addition to any other remedies available in law or equity, invoke any of the remedies provided for under this Section 10 (Breach of Contract and Remedies) of the Contract.

**Section 10.03 Damages**

Except for those breaches which are subject to Liquidated Damages set forth in Section 6.01 (Owner's Recovery of Liquidated Damages), if the Design-Build Team fails to cure any Event of Default under this Agreement within the time provided in Section 10.02 (Event of Default), the Owner shall be entitled to damages resulting therefrom.

**Section 10.04 Termination for Cause**

Upon the occurrence of an Event of Default, the Owner may terminate the Contract which shall take effect immediately upon service of the notice on the Design-Build Team and the Surety under the Performance Bond unless a different effective date is specified therein. In the event of such termination, the Surety shall have the right to take over and perform the Contract.

If the Surety does not commence performance of the Contract within 10 days of receipt of the notice, the Owner may do any and all of the following:

i. Take possession of the Project Site and the materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Build Team;
ii. Accept the assignment of the Design-Build Team's subcontracts pursuant to this Contract (Contingent assignment of subcontracts to Owner if Contract is terminated); and
iii. Finish the Work by whatever method deemed expedient by the Owner.

The Design-Build Team shall not be entitled to any further payment under the Contract until the Work is completed and accepted by the Owner. If the unpaid balance of the Contract Amount exceeds the cost of completing the Work, including compensation for any damages or expenses incurred by the Owner through the default of the Design-Build Team, the excess shall be paid to the Design-Build Team. If, however, the damages and expenses exceed the unpaid balance of the Contract Amount, the Design-Build Team and the Surety under the Performance Bond shall pay the difference to the Owner.

**Section 10.05 Owner's Right to Perform the Work**

If the Design-Build Team fails to perform or proceed with the Work, or any part thereof, as required by the Contract, and fails within the seven day notice required pursuant to Section 10.02 (Event of Default) of the Contract to remedy the breach, or to commence and continue correction of such breach with promptness and due diligence toward completion, the Owner may, without prejudice to any other right or remedy available to the Owner, and without terminating the Contract and relieving the Design-Build Team from its obligations under the Contract, proceed to correct the breach, or applicable portion thereof, by any means or methods deemed appropriate (including use of the Owner's personnel).

If the Owner discovers during the course of the corrective action that the breach is greater or otherwise different from, but nevertheless related to, the breach described in the seven-day notice, then the greater or different breach shall be deemed to have been included in the original seven-day notice and the Owner may proceed with the corrective action without having to provide any additional notice to the Design-Build Team.

If, after expiration of the seven-day notice period required pursuant to Section 10.02 (Event of Default) of the Contract, the Design-Build Team proceeds to correct the breach and the Owner has already incurred certain expenses (such as, but not necessarily limited to, preparation of cost estimates or remedial plans and drawings, placement of material orders,

demolition costs, rental costs, storage costs, trash removal expenses, utility expenses, scheduled commitments from Design-Build Teams which cannot be canceled without the Owner incurring costs to the Design-Build Team, transportation costs of personnel or materials, and incurred cost of hiring technical personnel whether licensed or not) as part of an effort to remedy the breach, then the Design-Build Team shall pay the Owner for such incurred expenses as provided herein.

If, after issuance of the seven day notice of the breach required pursuant to Section 10.02 (Event of Default) of the Contract, the Owner decides not to take any action to correct the breach or fails in the effort to correct the breach, the Design-Build Team remains responsible for the breach and any expenses incurred in any failed effort to correct the breach.

In the event of a correction and expense as provided herein, the Contract Amount shall be reduced by the amount of the incurred expenses which amount the Owner shall be entitled to deduct from any payments then or thereafter due the Design-Build Team (including the direct and indirect costs of using the Owner's personnel). If payments then or thereafter due the Design-Build Team are not sufficient to cover the incurred expenses, the Design-Build Team shall pay the difference to the Owner.

**Section 10.06 Deduction From Progress Payments**

For each and every breach set forth in Section 10.01 (Definition of Breach) of the Contract, the Owner may decline to certify, in whole or in part, any pending application for payment which, in the opinion of the Owner, may be necessary to protect the Owner from the damages and expenses which are expected to be incurred, or which have been incurred, as a result of the breach. Based upon the opinion of the Owner, the Owner may withhold from any requested progress payment such sum as may be necessary to protect the Owner from such damages and expenses including, but not necessarily limited to, the Liquidated Damages permitted pursuant to Section 6.01 (Owner's Recovery of Liquidated Damages) of the Contract which the Owner anticipates will occur as a result in the delay in the Completion of the Project.

If an agreement can be reached between the Owner and the Design-Build Team concerning the request for payment, the Design-Build Team may submit a revised application for certification. The Owner shall have the right to deny in whole or in part, or to require an adjustment to, any pending application if, as a result of new evidence or observations subsequent to the issuance of a previous certification, the Owner has determined that the amount paid exceeds the percentage of completion of the Work, the Work cannot be completed for the unpaid balance of the Contract or any other such certification was improperly issued.

If the Design-Build Team remedies the failure for which payment has been withheld, and the Owner verifies such correction, then the withheld money shall be included with the payment of the next application.

**Section 10.07 Rights and Remedies are Cumulative**

Except as otherwise expressly stated in the Contract, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

## SECTION 11. REPRESENTATIONS AND WARRANTIES

**Section 11.01 General Representations and Warranties**

The Design-Build Team hereby represents and warrants that it (i) is familiar with requirements of the Contract; (ii) has investigated the site and is knowledgeable concerning the local conditions that may affect the performance of the Work; (iii) is satisfied that the Work can be performed and completed as required in the Contract; (iv) accepts all of the risks directly or indirectly connected with the performance of the Contract; (v) has not been influenced by any statement or promise other than those contained in the Contract Documents; (vi) is experienced and competent to perform the Contract; (vii) is familiar with all general and special laws, ordinances and regulations that may affect the Work, its performance, or those persons employed therein; (viii) is familiar with tax and labor regulations and with rates of pay that will affect the Work, and (ix) is properly licensed and will remain properly licensed by the Design-Build Teams Board of the State of Nevada in order to perform the Contract.

### Section 11.02 Warranty of Merchantability and Fitness for Particular Purpose

The Design-Build Team warrants that the equipment and materials used or provided as part of the Contract are of merchantable quality and fit for their particular purpose.

### Section 11.03 Warranty Work Conforms with Requirements of the Contract

In addition to other warranties and longer time periods which may be provided in the Contract, and as a minimum, the Design-Build Team warrants the Work performed under the Contract is in conformance with the requirements of the Contract, and that the Work is free of defects and deficiencies in design, materials and workmanship (unless furnished by the Owner) for a period of 12 months from the date of the Certificate of Substantial Completion (or 12 months from the completion date of any portions of the Work first performed after Substantial Completion), regardless of whether the same were furnished or performed by the Design-Build Team or by any of its Subcontractor of any tier. Upon receipt of written notice from the Owner of any non-conformance to the Contract during the applicable warranty period, the Design-Build Team shall promptly correct the affected non-conformance at a time acceptable to the Owner.

The Design-Build Team shall perform such tests as the Owner may require verifying that the Work is in compliance with the Contract. If such Work is not in accordance with the Contract, the costs of the correcting and testing, including the cost of removal necessary to gain access thereto and other related incidental costs, shall be borne by the Design-Build Team. If such Work is found to be in accordance with the Contract, the costs of uncovering, replacement, and testing shall be charged to the Owner. The Design-Build Team warrants any corrected Work to be in conformance with the Contract for a period of 12 months from the date of acceptance thereof. If the Design-Build Team fails to promptly make the necessary corrections and tests, the Owner may perform or cause to be performed the same at the Design-Build Team's expense. The Design-Build Team and its Surety shall be liable for the satisfaction and full performance of the warranties set forth in this Section.

Unless otherwise provided elsewhere in the Contract, the materials and equipment incorporated into the Work shall be new and of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be in accordance with construction practices acceptable to the Owner.

Nothing contained in this Section shall be construed to establish a period of limitation with respect to the Design-Build Team's obligations under the Contract other than specifically to correct the Work then known by the Owner to be in non-conformance with the Contract, including, but not limited to, defects and deficiencies in design, materials and workmanship (unless furnished by the Owner).

### Section 11.04 Warranty Exclusions Prohibited

The Owner will not accept any warranty clause from the Design-Build Team, Subcontractor or manufacturer that states:

i. That the implied warranties of Merchantability or Fitness for a Particular Purpose are excluded from the Contract;
ii. That the warranty clause is in lieu of all other warranties that are either expressed or implied.

In addition to the above restrictions, the warranty requirements of the Contract shall exist in a direct extension from the manufacturer to the Owner as well as from the Design-Build Team to the Owner if the manufactured product is sold directly to the Design-Build Team.

## SECTION 12. DISPUTES BETWEEN THE PARTIES

### Section 12.01 In General

Any claim, dispute or other controversy that may arise between the Owner and Contractor concerning any provision of this Contract shall be resolved through the good faith efforts of both parties. In accordance with NRS 338.150, if the claim, dispute or controversy cannot otherwise be settled, the parties shall use an alternate dispute resolution method before initiation of any judicial action. For purposes of this Contract, alternate dispute resolution shall mean non-binding mediation before an independent private mediator agreed to by the parties. If the parties cannot agree upon an independent private mediator within 45 days after notice of the claim is provided pursuant to Section 12.04 below, the party may proceed to file a judicial action with the Eighth Judicial District Court, Clark County, Nevada. The alternate dispute resolution proceedings shall take place in Clark County, Nevada, unless otherwise agreed to by the parties.

**Section 12.02 Work to Proceed**
While the alternate dispute resolution or judicial action is pending, the Contractor shall proceed with the Work and maintain progress in accordance with the requirements of the Contract, unless otherwise mutually agreed upon in writing.

**Section 12.03 Alternate Dispute Resolution Costs and Fees**
The fees and expenses of the alternate dispute resolution proceedings shall be equally shared by both parties. Each party is responsible for their own costs, expenses, consultant fees and attorney fees incurred in the presentation or defense of any claim, dispute or controversy that may arise between the parties.

**Section 12.04 Notice of Dispute**
In the event that a claim, dispute, or controversy arises between the parties which are related to the progress or construction of the Project, the party asserting the claim, dispute or controversy must provide written notice thereof to the other party within thirty (30) days after its occurrence. The written notice shall set forth with specificity the nature of the claim, dispute or controversy, the relief sought, and other matters properly relating thereto. The notification is important to the recipient of the notice so that proper measures can be taken to properly observe and record the progress of the Work, to properly document the impact that the claim, dispute or controversy may have thereon, and to enable that party to properly verify any costs incurred by the party asserting the claim, dispute or controversy in connection therewith. The failure of the party to provide proper notice to the other party as required herein shall forever bar that party from any remedy thereon, including seeking any alternate dispute resolution and/or judicial action. The notice and time requirements set forth herein shall not apply to warranty claims or other construction defect claims that the Owner may have against the Contractor relating to the construction of the Work.

**Section 12.05 Right of Judicial Action**
Any claim, dispute, or other matter in question between the parties concerning any provisions of this Contract that cannot otherwise be resolved between the parties through the use of the alternate dispute resolution required herein and, in the case of the Contractor, which has not been waived by the acceptance of final payment, may be submitted for judicial action. Prior to the exercise of this right, the party seeking judicial relief shall have provided the other party 30 days prior written notice before filing such judicial action.

## SECTION 13. COMPLIANCE WITH THE LAWS

**Section 13.01 General**

The Design-Build Team shall comply with all federal, state and local laws and regulations applicable to construction of the Work including, but not necessarily limited to, licensing requirements, labor and health laws, and requirements for the payment of sales and use taxes on equipment, materials and supplies provided in connection with the Contract.

**Section 13.02 Compliance with Labor Laws**

a. **Prevailing Wage Rate Law.** The Design-Build Team and each Subcontractor shall comply with all federal, state and local labor laws with regard to minimum wages, overtime work, hiring and discrimination including, without limitation, NRS Chapter 338.

1. **Prevailing Wage Rates.** For public work projects whose cost is $100,000 or more, the Design-Build Team hereby acknowledges that pursuant to the provisions of NRS 338.040 and 338.050, any person who is employed by the Design-Build Team or Subcontractor at the Work Site, or who performs work on a public work project (regardless of any contractual relationship alleged to exist between the workman and his other employer), is subject to the prevailing wage rate provisions of NRS 338.010 to 338.090, inclusive. The Design-Build Team is responsible for ensuring that the aforementioned persons are paid in accordance with the current prevailing wage rates approved by the State Labor Commissioner. Any Change Order causing a contract to equal or exceed $100,000 will subject the Contract to the provisions of Prevailing Wage Rate Law and to audit by the State Labor Commissioner. Any work performed after regular working hours, or on Sunday or a legal holiday, shall be performed without additional expense to the Owner.

In accordance with NRS Chapter 338, the Design-Build Team shall post the current prevailing wage rates and applicable addenda in a place generally visible to the workmen. The prevailing wage rates and applicable addenda are available from the office of the State Labor Commissioner (www.laborcommissioner.com). The Design-Build Team agrees to investigate, or to assist in the investigation of, each claimed violation of the prevailing wage law as may be requested by the Owner or the State Labor Commissioner.

2. **Certified Payroll Reports.** Pursuant to NRS Chapter 338, for any public work contract awarded for $100,000 or more, the Design-Build Team and each Subcontractor are required to keep an accurate record showing the name, occupation and the actual per diem wages and benefits paid to each workman employed by them in connection with the Work. These records are referred to as the "certified payroll reports."

The Design-Build Team, and each Subcontractor through the Design-Build Team, is required to submit a copy of the certified payroll reports for each calendar month to the Owner no later than fifteen (15) calendar days after the end of the month. The Design-Build Team shall be responsible for coordinating the submittal of all the certified payroll reports for the Project, including the reports of each Subcontractor who is performing Work on the Project.

The Design-Build Team agrees to contact the Nevada State Labor Commissioner with any question concerning the payment of prevailing wage rates.

3. **Penalties.** In accordance with NRS 338.060, the Design-Build Team shall forfeit the penalty provided herein to the Owner for each calendar day or portion thereof that each workman employed on the Project (i) is paid by the Design-Build Team or Subcontractor less than the designated wage rate for the work on the Project, (ii) the Design-Build Team or Subcontractor willfully included inaccurate or incomplete information in the monthly certified payroll report submitted to the Owner, (iii) the Design-Build Team or Subcontractor did not report to the Owner as required pursuant to NRS 338.070, and/or (iv) if a violation of more than one provision of subsection (i) through (iii) herein involves the same workman, the Design-Build Team shall forfeit the penalty set forth in each violated subsection.

The Design-Build Team hereby stipulates that the Owner may withhold not less than $20.00, nor more than $50.00 for each and every violation of subparagraphs (i) through (iii) herein, the actual amount of which is according to a sliding scale based on the size of the Design-Build Team's business which is adopted by the State Labor Commissioner, except that for violation of subparagraph (iii) the maximum penalty is limited to $1,000 for the first violation and $5,000 for each subsequent violation occurring during the term of the Contract.

In addition to any penalty imposed by the Labor Commissioner, if the Design-Build Team or Subcontractor is determined by the Owner to have violated the provisions of this Section, the Owner may deduct from any payments due the Design-Build Team, the costs of the proceedings associated with the investigation of each wage complaint including, but not limited to, employee salaries, investigator fees and attorney fees.

In addition to any monetary penalty imposed by the statute, the Design-Build Team, or its Subcontractor, agent or representative, performing Work on the Project who neglects to comply with the prevailing wage rate requirements of NRS Chapter 338 is guilty of a misdemeanor.

b. **Copeland Anti-Kickback Law.** The Design-Build Team shall comply with the Copeland Anti-Kick Back Act (19 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR Part 3). This Act provides that the Design-Build Team or Subcontractor shall be prohibited from inducing by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which that person is otherwise entitled.

c. **Fair Employment Law.** The Design-Build Team shall comply with the fair employment provisions of NRS 338.125. The Design-Build Team agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age. Such agreement shall include, but is not necessarily limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Design-Build Team further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. Any violation of this provision by the Design-Build Team shall constitute a material breach of the Contract.

If the Design-Build Team or any of its Subcontractors refuses to hire or do business with an individual or company in violation of this provision, the Owner may declare the Design-Build Team in breach of the Contract, and the Owner may terminate the Contract and designate the Design-Build Team as not responsible for purposes of bidding future public work projects.

**d. Preferential Employment. (This Section ☐ IS ☒ IS NOT Applicable to this Contract)** The Design-Build Team shall comply with the preferential employment provisions of NRS Chapter 338.130. This law requires, in all cases where persons are employed in the construction of public works, preference must be given, when the qualifications of applicants are equal: First, to persons who have been honorably discharged from the Army, Navy, Air Force, Marine Corps or Coast Guard of the United States, a reserve component thereof or the National Guard, and are citizens of the State of Nevada; Second, to other citizens of the State of Nevada. If these provisions of NRS 338 are not complied with by the Design-Build Team engaged on the public work, the contract shall be void, and any failure or refusal to comply with any of these provisions of this section renders any such contract void.

**e. Federal Wage Rates. (This Section ☒ IS ☐ IS NOT Applicable to this Contract).** The Design-Build Team shall comply that the Federal Wage Rates attached (Exhibit F *to the Request For Final Proposal*) and incorporated herein as a part hereof which are applicable to the Contract. The wages paid under the Contract shall conform to the Davis-Bacon Act of March 3, 1931, as amended (46 Stat. 1494, as amended, 40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29-CFR, Part 5). If the State Wage Rates and Federal Wage Rates are not equal, the Contractor shall pay the higher prevailing rate.

**f. Special Requirements. (This Section ☒ IS ☐ IS NOT Applicable to this Contract).** The Design-Build Team shall comply with the requirements of Design-Build Team (Exhibit G *to the Request For Final Proposal*) incorporated herein as a part hereof which are applicable to the Contract.

**Section 13.03 Compliance with Americans with Disabilities Act**

The Work shall comply with the Americans with Disabilities Act (ADA) as amended to date. The Design-Build Team shall construct the Work in compliance with the ADA and the rules and regulations promulgated thereunder and shall immediately notify the Owner of any conflicts between the Contract Documents and the Act or the rules and regulations promulgated thereunder.

**Section 13.04 Compliance with Immigration Reform Control Act of 1986**

In accordance with the Immigration Reform and Control Act of 1986, the Design-Build Team shall not employ unauthorized aliens in the performance of the Contract.

**Section 13.05 Air Pollution Control**

Prior to commencing the Work, the Design-Build Team shall obtain a permit from the Clark County Department of Air Quality and Environmental Management.

The Design-Build Team shall perform the Work in a manner that does not discharge smoke, dust or other air contaminants into the atmosphere from any source whatsoever, in violation of the laws, rules and regulations of federal, state and local government pertaining to air pollution including, but not necessarily limited to, the following:

i. Nevada Revised Statute 445: Air Quality Regulations
ii. Title 40 Code of Federal Regulations (CFR) Part 82 Protection of Stratospheric Ozone – Refrigerant Regulations
iii. Adhering to all Clark County Department of Air Quality and Environmental Management regulations.

The Design-Build Team shall not be granted any time extensions for delays due to compliance with or violations of the aforementioned laws, rules or regulations, and shall pay all compliance costs and violation fines and penalties. Such imposed fines and penalties shall not result in an increase in the Contract Amount, and are not subject to reimbursement by the Owner.

**Section 13.06 Fire Prevention**

The Design-Build Team shall conform to all federal, state, and local laws and regulations pertaining to burning, fire prevention, and control within or adjacent to the Work Site. Necessary precautions to avoid and eliminate fire hazards shall be the responsibility of the Design-Build Team.

All tarpaulins used for any purpose during construction of the Work shall be made of material resistant to fire, water, and weather and shall bear UL labels. Lighting of any fires on the Project Site is strictly forbidden.

The Design-Build Team shall provide portable fire extinguishers compatible with the hazard of each work area and shall instruct its personnel in their location and use. Wherever welding or burning is conducted, inflammable materials shall be protected and a fire watch shall be provided by the Design-Build Team to be present during the burning and welding operation to ensure that protective measures are taken and no fires result from such operation. The fire watch shall have fire extinguisher equipment readily available and know-how for proper use.

**Section 13.07 Provisions Required by Law**

Each and every provision of Nevada Revised Statutes Chapter 338 and 624 and any other laws required to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or inserted incorrectly, then upon the application of either party, the Contract shall be amended to make such insertion or correction.

**Section 13.08 Stormwater Pollution Control**

Prior to commencing the Work, the Contractor shall obtain a National Pollutant Discharge Elimination System (NPDES) permit from Nevada Division of Environmental Protection (NDEP) for construction activities.

The Contractor shall perform the Work so as to not discharge stormwater runoff containing pollutants or sediment into the waters of the United States (including municipal separate storm sewer systems [MS4s]) in violation of federal and state laws, rules, and regulations and the Owner's water pollution requirements.
The Contractor shall:

i. Comply with the provisions of Nevada Revised Statutes, Chapter 445A: Water Pollution Control and City of Las Vegas Municipal Code 14.18; and
ii. Adhere to all Federal regulations under 40 CFR 122.26(b)(14).
iii. Provide to the Owner, prior to commencing construction operations, copies of all associated permits or waivers.

All information and forms pertaining to Nevada's Stormwater NPDES Permitting Program can be found on the following website: http://ndep.nv.gov/bwpc/storm01.htm.

The City, state, and federal regulations identified above are hereby incorporated by reference as preconditions of this Contract. The Contractor shall familiarize itself with these regulations and practices, and is advised that prior to engaging in any construction activities, the Contractor shall submit a Notice Of Intent (NOI) to the Nevada Division of Environmental Protection. A Storm Water Pollution Prevention Plan (SWPPP) must be completed prior to submission of the NOI and must remain on the project site and be updated as necessary for the duration of the project. As applicant, the Contractor is responsible for insuring that all persons on the project site, including contractor and subcontractor personnel, abide by the conditions of the permit. As the applicant, the Contractor is responsible for supplying complete copies of the NOI and SWPPP to all project subcontractors.

Upon completion of the project, the Contractor must (at no additional cost to the owner) permanently stabilize the construction area and file a Notice of Termination (NOT) with NDEP to terminate the permit.

The Contractor shall not be granted any time extensions for delays due to compliance with or violations of the aforementioned laws, rules, regulations, and requirements and shall pay all compliance costs and violation fines and penalties. Such imposed fines and penalties shall not result in an increase in the Contract Amount, and are not subject to reimbursement by the Owner.

**Section 13.09 Disposal of All Wastes (Hazardous, Toxic, and Non-Hazardous**

Contractor shall be responsible for disposal of all waste materials including non-hazardous, hazardous, or toxic materials. Contractor shall make its own arrangements for disposal or recycle of all waste materials and shall pay all costs associated with the proper disposal of the all waste.

Contractor shall obtain written verification in term of the landfill weight ticket, recycling certificate from the disposal site owner or operator with a written release from the disposal site owner or operator absolving the Owner of any and all responsibility in connection with the disposal of waste material on said property.

Unless otherwise provided, full compensation for all costs involved in disposing of materials as specified in this section, including all costs of hauling, shall be considered as included in the price paid for the Contract items of work involving such material and no additional compensation will be allowed therefore.

No waste material that is to be disposed shall be stockpiled on the Owner's property or the project site longer than seven (7) days, unless otherwise approved by the Owner. Prior to initiating construction, the Contractor shall provide to the Owner a proposed temporary stockpile location. Construction debris and materials shall not be stockpiled in unapproved locations.

For hazardous or toxic materials waste, Contractor shall comply with all local, State, and federal regulations including but not limited to Resources Conservation and Recovery Act (RCRA), Toxic Substance Control Act (TSCA). Contractor must fill out the Waste Manifest and provide a copy of the Manifest to the Owner. Contractor (or its subcontractor) shall provide all necessary licenses or permits documentation for handling, transportation and disposal of hazardous or toxic materials as submittal information to the Owner. Contractor is responsible for identify/classify the hazardous waste, getting an EPA hazardous waste site number by filing the paperwork with NDEP as the hazardous waste generator, retaining certified RCRA hazardous waste transporter subcontractor, properly dispose the RCRA hazardous waste in certified hazardous waste treatment or landfill sites, deactivated the EPA hazardous waste site number when the job is done, and provide safe handling training to contractor employees.

### Section 13.10 Compliance with National Environmental Policy Act (NEPA)

If this contract is sponsored in whole or part through Federal funding, Contractor is required to comply with NEPA requirements including but not limited to, compliance with Clean Air Act, Clean Water Act, Endangered Species Act, National Historic Preservation Act, Migratory Bird Treaty Act, Resource Conservations and Recovery Act (RCRA), Toxic Substance Control Act (TSCA).

## SECTION 14. CONTRACT INTERPRETATION

### Section 14.01 General

The Contract shall be construed and enforced in accordance with the laws of the State of Nevada. Any action for the enforcement of any provision of this Contract shall be instituted in the County of Clark, State of Nevada.

### Section 14.02 Intent and Correlation

The Contract is intended to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by one portion or section of the Contract shall be as binding as if required by all. Any work not covered in the Contract will not be required unless it is consistent with the Contract Documents, and it is reasonably inferable or necessary to produce the intended results or provide a complete work. Words and abbreviations, which have well known technical or trade meanings, are used in the Contract Documents in accordance with such recognized meanings.

### Section 14.03 Governing Order of Contract Documents

The Contract Documents include various divisions, sections, and conditions, which are essential parts for the work to be provided by the Design-Build Team. In case of discrepancy, the lower number document will govern over the higher numbered document according to the following order of precedence, unless to do so would contravene the intent of the Contract Documents as determined by the Owner:

1. Change Orders
2. Addenda, with those of later date having precedence over those of an earlier date
3. Design-Build Contract
4. General Conditions
5. Bridging Documents, Drawings and Referenced Standards (these documents are to be construed together in determining the intent of the Owner)

### Section 14.04 Conflicting Conditions

In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes and ordinances, the Design-Build Team shall (i) provide the better quality or greater

quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Owner's interpretation.

**Section 14.05 Graphic Enhancement**

Graphic enhancement of any text of the Contract such as bolding, underlining, italics, etc. is added for ease of reference and shall not be interpreted as placing additional importance on the enhanced text or lessening the importance of text without such enhancement.

## SECTION 15. MISCELLANEOUS PROVISIONS

**Section 15.01 Regulatory Authorities**

The Design-Build Team does hereby acknowledge and agrees that the Department of Public Works, by or through its Architectural Services Division, acting as the Owner's Designated Representative for purposes of the Project, does not have any control, authority or influence over the decisions or requirements of regulatory authorities which are separate from the Owner, or which are departments of the Owner including, but not limited to, the Building Department, Fire Department, Planning Department or other divisions within the Department of Public Works acting in a regulatory manner. The Design-Build Team is responsible for complying with the requirements imposed by the regulatory authorities (including the departments of the Owner acting in a regulatory manner) and any delays resulting to the Design-Build Team in the performance of the Contract from having to comply with such requirements are solely the responsibility of the Design-Build Team, and not attributable in any manner to the Owner.

The Owner's Designated Representative acts in a capacity similar to that of a representative working for a private property owner which is to ensure that the Owner receives a quality product, delivered on schedule, for a fair price. Furthermore, the Owner's Designated Representative does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the Owner's Designated Representative. The Design-Build Team agrees that its relationship with the regulatory authorities having jurisdiction over the Project is separate from its relationship with the Owner's Designated Representative, and that the Design-Build Team's interaction with each regulatory authority is to be conducted without assistance from the Owner's Designated Representative.

**Section 15.02 Subcontracts**

Any subcontract entered into by the Design-Build Team and its Subcontractor or material supplier shall not create any contractual relationship between the Owner and the Subcontractor or material supplier.

The Design-Build Team agrees to provide a copy of each subcontract (including contracts for the purchase of supplies) entered into by the Design-Build Team in connection with the Project if so requested by the Owner for any of the reasons set forth in NRS 338.140 (1)(d).

The Design-Build Team shall not substitute a subcontractor for any portion of the Work which was previously indicated would be performed by the Design-Build Team unless such substitution meets the requirements of NRS Chapter 338.

**Section 15.03 Right to Review and Audit**

The Design-Build Team agrees to maintain financial records pertaining to all matters relative to the Contract in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to the Design-Build Team for a period of three (3) years after completion of the Contract and any subsequent extensions thereof. All records subject to audit findings shall be retained for three (3) years after such findings have been resolved. In the event the Design-Build Team goes out of existence, the Design-Build Team shall turn over to the Owner all of its records relating to the Contract to be retained by the Owner for the required period of time.

The Design-Build Team agrees to permit the Owner or its authorized representative to inspect and audit its records and books relative to the Contract at any time during normal business hours and under reasonable circumstances and to copy and/or transcribe any information that the Owner desires concerning Design-Build Team's operation hereunder. The Design-Build Team further understands and agrees that the inspection and audit would be exercised upon written notice. If the Design-Build Team or its records and books are not located within Clark County, Nevada, the Design-Build Team agrees to deliver the records and books or have the records and books delivered to the Owner or its authorized representative at an address within the City of Las Vegas as designated by the Owner.

If the Owner or its authorized representative find that the records and books delivered by the Design-Build Team are incomplete, the Design-Build Team agrees to pay the Owner the costs to travel (including travel, lodging, meals, and other related expenses) to the Design-Build Team's offices to inspect, audit, retrieve, copy and/or transcribe the complete

records and books. The Design-Build Team further agrees to permit the Owner or its authorized representative to inspect and audit, as deemed necessary, the financial and performance records of the Project that may be required by relevant directives from the funding sources of the Owner.

If, at any time during the term of the Contract, or at any time after the expiration or termination of the Contract, the Owner or its authorized representative finds the Owner's dollar liability to the Design-Build Team is less than the payments made by the Owner to the Design-Build Team, the Design-Build Team agrees to repay the difference immediately to the Owner or, at the Owner's option, credit the difference against future payments due the Design-Build Team.

**Section 15.04 Independent Design-Build Team**

The Design-Build Team represents that it is fully experienced and properly qualified to perform the class of Work provided for herein, and that it is properly licensed, equipped, organized and financed to perform such Work. The Design-Build Team shall act as an independent Design-Build Team and not as an agent of the Owner in performing the Contract. The Design-Build Team shall maintain complete control over its employees and all of its subcontractor. Nothing contained in the Contract or any subcontract awarded by the Design-Build Team shall create any contractual relationship between any such subcontractor and the Owner. The Design-Build Team shall perform the Work in accordance with its own methods subject to compliance with the Contract.

**Section 15.05 Severability**

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

**Section 15.06 Assignment of Contractual Rights**

The Design-Build Team shall not assign, transfer, convey or otherwise dispose of the Contract or its right, title or interest in or to the same, or any part thereto.

**Section 15.07 Ownership and Use of Documents**

The Design-Build Team will be furnished, one electronic set of drawings and Contract Documents. If additional sets are needed, the Owner will provide them at actual duplication cost. The Drawings, Bridging Documents, and any copies furnished by the Owner are and shall remain the Owner's property unless a consultant is used in the preparation of the Contact Documents in which case ownership shall be according to the agreement between the Owner and the consultant. They are to be used only with respect to the Project and are not to be used on any other project. Submission or distribution to meet official regulatory requirements for other purposes in connection with the Project is not to be construed as infringement of the copyright of the Owner's or Consultant's common law or other reserved rights.

**Section 15.08 Prohibited Interests**

No official of the Owner, who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the Project, shall become directly or indirectly interested personally in the Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the Owner, who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the Project, shall become directly or indirectly interested personally in the Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the Project.

**Section 15.09 Waiver**

No waiver of any breach or failure to enforce any of the terms, conditions or covenants of the Contract shall be construed to be a waiver of any succeeding breach of the same or similar provision of the Contract.

### Section 15.10 No Personal Liability

No official, officer, employee or agent of the Owner shall in any way be personally liable or responsible for any covenant or agreement herein contained, whether expressed or implied, or for any statement, representation or warranty made in connection with the Contract.

### Section 15.11 Contract Modification

The Contract represents the entire and integrated agreement between the Owner and the Design-Build Team and supersedes prior negotiations, representations or agreements, either written or oral, made by either party. The Contract may only be amended by a Modification.

City of Las Vegas Agenda Item No.: **46.**

# *AGENDA SUMMARY PAGE*

## CITY COUNCIL MEETING OF: JUNE 16, 2010

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

**SUBJECT:**
Approval of award of Contract No. 09.15341.24-DC, Design-Build of the Solar Covered Parking - Bid Lot C2, Mirabelli Community Center, Veterans Memorial Community Center and Ed Fountain Park located at 600 Hargrove Avenue, 101 North Pavilion Center Drive and 1400 North Decatur Boulevard and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: THOR CONSTRUCTION, INC. ($3,511,662 - General Capital Projects Fund) - Wards 1, 2 and 5 (Tarkanian, Wolfson and Barlow)

**Fiscal Impact**

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
**Amount:** $3,511,662
**Funding Source:** General CPF
**Dept./Division:** Public Works

**PURPOSE/BACKGROUND:**
This project consists of constructing photovoltaic panels over steel carports at the Mirabelli Community Center, Veterans Memorial Community Center and Ed Fountain Park. Funding for this projects is provided by the American Recovery and Reinvestment Act of 2009 (ARRA) through an Energy Efficiency and Conservation Block Grant (EECBG) and NV Energy rebate program.

PCC: D. Collins
POC: Jim Lukasiewicz - (702) 269-2007

**RECOMMENDATION:**
That City Council approve award of Contract No. 09.15341.24-DC, Design-Build of the Solar Covered Parking - Bid Lot C2, Mirabelli Community Center, Veterans Memorial Community Center and Ed Fountain Park to Thor Construction, Inc. in the amount of $3,511,662 and approve the construction conflicts and contingency reserve of $351,166. 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. 09.15341.24-DC, Exhibits A and B

City of Las Vegas

## *AGENDA MEMO*

**CITY COUNCIL MEETING DATE:** June 16, 2010
**DEPARTMENT:** FINANCE AND BUSINESS SERVICES
**ITEM DESCRIPTION:** CONTRACT NO. 09.15341.23-DC, Design-Build of the Solar Covered Parking – Bid Lot C1 East Las Vegas Community Center and All American Park

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This project consists of constructing photovoltaic panels over a standing seam pre-fabricated steel carport covers for approximately 279 stalls collectively at the East Las Vegas Community Center and the All American Park which will provide approximately 220 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.

Thor Construction, Inc. was selected through a competitive Request for Proposal process pursuant to NRS 338 for Design-Build construction projects.

# CERTIFICATE
# DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. **Definitions**

*"City"* means the City of Las Vegas.

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

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

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

2. **Policy**

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

3. **Instructions**

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

4. **Incorporation**

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

| Block 1 Contracting Entity | Block 2 Description<br>Subject Matter of Contract/Agreement |
|---|---|
| Thor Construction, Inc | Solar Covered Parking – Bid Lot C2<br>Mirabelli Community Center, Veterans Memorial Community Center and Ed Fountain Park |
| Name: Jim Lukasiewicz | |
| Address: 7251 Amigo Street, Suite 220 | |
| Telephone: (702) 269-2007 | |
| EIN or DUNS: 11-812-9373 | Contract No.: 09.15341.24-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. | Richard Copeland/Owner | 7251 Amigo St. Suite 220 | (702) 269-2007 |
| 2. | | Las Vegas, NV 89119 | |
| 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: N/A

**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
L.. A. EGGLESTON
My Appointment Expires
No: 96-1130-1 April 9, 2012

Name

5/21/10

Date

Subscribed and sworn to before me this 21 day of

May 20 10

Notary Public

# EXHIBIT A
# DESIGN-BUILD CONTRACT

**THIS DESIGN-BUILD CONTRACT** (the "Contract") is made and entered into this _____ day of _____, 20 , by and between the City of Las Vegas, a municipal corporation in the State of Nevada (the "Owner") and Thor Construction, Inc. (a corporation organized and existing under the laws of the State of Minnesota), (the "Design-Build Team".)

**WITNESSETH:**

**WHEREAS**, the Design-Build Team, having submitted a Design-Build Proposal to the Owner for the design and construction of the Project commonly known and referred to as "Solar Covered Parking – Bid Lot C2 Mirabelli Community Center, Veterans Memorial Community Center and Ed Fountain Park Project, RFP No. (09.15341.24-DC)"; and PWP #CL-2010-270; and

**WHEREAS**, the City Council, after due consideration of the submitted proposals, awarded a contract to the Design-Build Team for both the design and construction of the Project in the maximum amount set forth below.

**NOW, THEREFORE**, in consideration of the above, the parties hereto agree to the following:

**1. PROJECT DESCRIPTION.** The Project consists of the design and construction of Project No. 09.15341.24-DC Solar Covered Parking – Bid Lot C2 Mirabelli Community Center, Veterans Memorial Community Center and Ed Fountain Park, which is fully set forth and described in the Bridge Documents (defined in the General Conditions attached hereto).

**2. DESIGN AND CONSTRUCTION COVENANT.**

a) In General. The Design-Build Team hereby covenants and agrees to furnish the design of the Project in accordance with all professional architectural and engineering principles generally accepted as standards of the profession in the State and shall construct the Project as designed, free from defects and deficiencies, all in compliance with the requirements of the Contract. The Design-Build Team shall be responsible for performing and completing, and for causing all of its Subconsultants and Subcontractors to perform and complete the requirements set forth in the Contract and all applicable laws. The Design-Build Team covenants and warrants that the design and construction of the Project, and the materials incorporated therein, shall meet the performance requirements of the Owner as described in the Contract. The Design-Build Team shall assume overall responsibility for ensuring that the design and construction of the public work is completed in a satisfactory manner.

b) Project Design. The Design-Build Team shall use the key personnel of the design firm or firms identified in the Proposal to provide the professional design services (architectural and engineering services) necessary for the preparation of the Construction Documents for the Project. The Design-Build Team shall be responsible for all errors, omissions, inconsistencies or other deficiencies in the design of the Project and in the Construction Documents. The Construction Documents shall be prepared by qualified architects, engineers and other professionals, selected and paid for by the Design-Build Team and duly licensed in the state of Nevada.

c) Project Construction. The Design-Build Team shall furnish all labor, materials, equipment, transportation and other services necessary for construction of the Project (including, without limitation, the site work, structures, utilities and landscaping) in accordance with the Construction Documents approved by the Owner and other applicable requirements of the Contract. The Design-Build Team hereby covenants and agrees to undertake and complete the Work (defined in the General Conditions attached hereto) in a good, substantial and workmanlike manner in compliance with the Contract.

**3. CONTRACT AMOUNT.** For performance of the Work, the Owner agrees to pay the Design-Build Team the following maximum amount for the Work required by this Contract, excluding any amount related to costs that may be incurred as a result of unexpected conditions or occurrences as authorized by the contract: $3,511,662.00 (the "Contract Amount"). The maximum amount to be paid for the performance of the professional design services required by the Contract is $51,405.00 (which is included in the Contract Amount).

**4. DOCUMENT INCORPORATION.** The Contract consists of this three (3) page document and the following documents incorporated herein by this reference as a part hereof:

a) Design-Build Contract, Exhibit "A" attached hereto
   i. Design-Build Proposal
   ii. Resumes for Key Personnel
   iii. Subconsultant and Subcontractor List
   iv. Certificate – Disclosure of Ownership
b) General Conditions, Exhibit "B" attached hereto
c) Bridging Specifications, dated February 2010, Exhibit "C" attached hereto
d) Plans, Exhibit "D" attached hereto
e) Addenda No.1, dated April 22, 2010
   Addenda No.2, dated May 17, 2010
f) Prevailing Wage Rates, Exhibit "E" attached hereto
g) Federal Wage Rates, Exhibit "F" attached hereto
h) Special Requirements, Exhibit "G" attached hereto

**5. COMMENCEMENT AND COMPLETION DEADLINE.** Time is of the essence in the performance and completion of this Contract. The Design-Build Team shall commence the Work on the date set by the Owner in the Design Notice to Proceed, and shall achieve Substantial Completion of the entire Work within **Two Hundred Four (204) calendar days** thereafter, subject to adjustments of this Contract Time as provided in the Contract Documents.

**6. LIQUIDATED DAMAGES.** Liquidated Damages are provided for in Section 6 of the General Conditions in the amount of $**750.00 per day** for each calendar day the completion of the Work is delayed beyond the completion deadline, or Owner approved extensions thereof.

**7. NOTICES.** Any notice required to be given under the Contract shall be deemed to have been given when the notice is (i) delivered personally, or (ii) sent by facsimile machine and delivered by regular mail or certified mail, addressed as follows:

To the Owner:
City of Las Vegas
Manager, Purchasing & Contracts Division
City Hall, First Floor
400 Stewart Avenue
Las Vegas, NV 89101-2986

To the Design-Build Team:
Thor Construction, Inc.
Jim Lukasiewicz, Vice President
7251 Amigo Street, Suite 220
Las Vegas, NV 89119

Any change in the addresses stated above shall be made in writing and delivered in the manner provided herein. In the event of suspension or termination of the Contract, notice may also be given upon personal delivery to any person whose action or knowledge of such suspension or termination would be sufficient notice to the Design-Build Team.

**IN WITNESS WHEREOF**, the Owner and the Design-Build Team have made and executed this Agreement on the day and year first above written.

OWNER

By: _____
KATHLEEN C. RAINEY, Manager
Purchasing and Contracts Division
Department of Finance and Business Services

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

John S. Ridilla 6/2/10
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

DESIGN-BUILD TEAM:

By: _____
JIM LUKASIEWICZ, Vice President
Thor Construction, Inc.

# EXHIBIT B
# GENERAL CONDITIONS

## SECTION 1. DEFINITIONS

## SECTION 2. DESIGN-BUILD TEAM'S RIGHTS AND RESPONSIBILITIES

2.01 Designated Representative
2.02 Responsibility for the Site Conditions and Geotechnical Information
2.03 Responsibility for the Security of the Work and Project Site
2.04 Responsibility for Protecting Adjacent Areas
2.05 Responsibility for Construction Safety
2.06 Responsibility for Clean-Up of the Work Site
2.07 Responsibility for Construction Procedures
2.08 Responsibility for Substitution of Team Members, Key Personnel, Subconsultants, and Subcontractors
2.09 Responsibility for Employment of Competent Superintendent
2.10 Responsibility for Uncovering and Correcting the Work
2.11 Responsibility for Permits and Fees
2.12 Responsibility for Record Documents
2.13 Responsibility for Substitutions of Materials, Products or Services
2.14 Responsibility for the Delivery and Storage of Materials and Equipment
2.15 Responsibility for Emergencies
2.16 Responsibility for Payment of Subcontractor and Other Parties
2.17 Responsibility for Schedule of Values

## SECTION 3. OWNER'S RIGHTS AND RESPONSIBILITIES

3.01 Designated Representative
3.02 Right to Perform or Award Separate Contracts for Portions of the Work
3.03 Right to Perform Additional Work Within or Near the Project Site
3.04 Progress Meetings
3.05 Right of Suspension
3.06 Right of Termination for Convenience
3.07 Owner's Right to Replace Subcontractor or Subconsultant

## SECTION 4. CONTRACT COMMENCEMENT, PROGRESS AND COMPLETION

4.01 Notice to Proceed
4.02 Guaranteed Project Schedule
4.03 Progress of the Work
4.04 Contract Time
4.05 Progress Payments and Retainage

## SECTION 5. COMPLETION OF THE PROJECT

5.01 Substantial Completion
5.02 Punch List
5.03 Final Inspection and Final Acceptance of the Work
5.04 Final Payment
5.05 Non-Conforming Work Not Accepted

**SECTION 6. LIQUIDATED AND DELAY DAMAGES**

6.01 Owner's Recovery of Liquidated Damages
6.02 Delay Damages

**SECTION 7. BONDING REQUIREMENTS**

7.01 Required Bonds
7.02 Acceptable Surety
7.03 Failure to Maintain Bonds

**SECTION 8. INSURANCE REQUIREMENTS**

8.01 In General
8.02 Acceptable Insurance Company
8.03 Premiums, Deductibles and Self-Insured Retentions
8.04 Certificate of Insurance
8.05 Renewal Policies
8.06 Cancellation and Modification of Insurance Coverage
8.07 No Recourse
8.08 Endorsements and Waivers
8.09 Failure to Provide or Maintain Insurance Coverage

**SECTION 9. INDEMNITY**

9.01 General Indemnity
9.02 Patent Indemnity

**SECTION 10. BREACH OF CONTRACT AND REMEDIES**

10.01 Definition of Breach
10.02 Event of Default
10.03 Damages
10.04 Termination for Cause
10.05 Owner's Right to Perform the Work
10.06 Deduction From Progress Payments
10.07 Rights and Remedies are Cumulative

**SECTION 11. REPRESENTATIONS AND WARRANTIES**

11.01 General Representations and Warranties
11.02 Warranty of Merchantability and Fitness for Particular Purpose
11.03 Warranty Work Conforms with Requirements of the Contract
11.04 Warranty Exclusions Prohibited

**SECTION 12. DISPUTES BETWEEN THE PARTIES**

12.01 Preliminary Resolution
12.02 Arbitration

## SECTION 13. COMPLIANCE WITH THE LAWS

13.01 General
13.02 Compliance with Labor Laws
13.03 Compliance with Americans with Disabilities Act
13.04 Compliance with Immigration Reform Control Act of 1986
13.05 Air Pollution Control
13.06 Fire Prevention
13.07 Provisions Required by Law
13.08 Stormwater Pollution Control
13.09 Disposal of All Wastes (Hazardous, Toxic, and Non-Hazardous
13.10 Compliance with National Environmental Policy Act (NEPA)

## SECTION 14. CONTRACT INTERPRETATION

14.01 General
14.02 Intent and Correlation
14.03 Governing Order of Contract Documents
14.04 Conflicting Conditions
14.05 Graphic Enhancement

## SECTION 15. MISCELLANEOUS PROVISIONS

15.01 Regulatory Authorities
15.02 Subcontracts
15.03 Right to Review and Audit
15.04 Independent Design-Build Team
15.05 Severability
15.06 Assignment of Contractual Rights
15.07 Ownership and Use of Documents
15.08 Prohibited Interest
15.09 Waiver
15.10 No Personal Liability
15.11 Contract Modification

## SECTION 1. DEFINITIONS

The following definitions shall apply to the Contract:

**"Addendum"** means any written or graphic instrument issued by the Owner via the City of Las Vegas Purchasing and Contracts Office prior to the submission of Proposals which modifies or interprets the RFP Documents by means of an addition, deletion, clarification, correction or other type of modification.

**"Adverse Weather"** means the climatic conditions that affect the critical path of the Work and prohibit it from being safely or effectively performed as scheduled using normal and customary protective measures.

**"Bridge Documents"** means the initial documents provided by the Owner to the Design-Build Team which describe the aesthetic and functional requirements of the Project and includes without limitation, the following schematic documents: site plans, demolition plans, grading plans, utility plans, floor plans, elevations, sections, details, window/door schedules, ceiling/lighting plans, roofing plans, interiors, planting plans, electrical/plumbing/mechanical information, geotechnical evaluations, asbestos survey and abatement specifications, fire line analysis, irrigation line analysis, technical drainage studies, and related specifications. The Bridge Documents will be used by the Design-Build Team to prepare the final stamped plans, specifications and related contract documents for the Project.

**"Change Directive"** means any written order from the Owner directing immediate changes in the Work for which a modification to the Contract Amount, Contract Time or other provision of the Contract may be appropriate but may not have been negotiated at the time of issuance. The Design-Build Team is to proceed immediately with the implementation of the Change Directive.

**"Change Order"** means any written order to the Design-Build Team signed by the Owner and Design-Build Team issued after execution of the Contract that authorizes a change in the Work, Contract Amount or Contract Time. Except as allowed by the Contract Documents, the Contract Amount or Contract Time may be changed only by the issuance of a Change Order. The execution of the Change Order indicates the Design-Build Team's agreement to the terms set forth therein including the adjustment, if any, in the Contract Amount or Contract Time.

**"Consultant"** means the consulting firm contracted by the Owner to assume some or all of the responsibilities of the Owner for administration of the Contract.

**"Contract"** means the entire agreement between the parties as set forth in the Contract Documents which does not come into legal existence until execution of the Design-Build Contract by the Owner.

**"Contract Amount"** means the compensation to be paid the Design-Build Team to perform the Work and is included in the "Contract Amount" section of the Design-Build Contract.

**"Contract Documents"** means the Design-Build Contract, including all incorporated documents.

**"Contract Time"** means the number of days set forth in Section 6 of the Design-Build Contract (Contract Time) for achieving Substantial Completion of the Work, including the authorized extensions thereto, which commences to start with the date set forth in the Notice to Proceed.

**"Critical Path"** means the path through the project schedule indicating the minimum time in which it is possible to complete the Work, and the tasks that, if delayed, will delay Substantial Completion of the Work."

**"Critical Path Method"** means the method of developing a network analysis system as outlined in "CPM in Construction Management" by James J. O'Brien and Freddie L. Plotnick (McGraw-Hill, Inc., 5th Edition).

**"Date of Substantial Completion"** means the date established and certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work, or designated portion thereof, for the purpose for which it is intended.

**"Day"** means a calendar day unless otherwise specifically designated.

**"Design-Build Team" ("Team")**means an entity that consists of at least one person who is licensed as a general engineering contractor or a general building contractor pursuant to chapter 624 of NRS; and at least one person who

holds a certificate of registration to practice architecture pursuant to chapter 623 of NRS. Design-Build Team shall have the same meaning as defined in Nevada Revised Statute 338.

**"Designated Representative"** means the person authorized pursuant to Section 3.01 (Designated Representative) of the General Conditions to act or make decisions on behalf of the Owner.

**"Drawings"** mean the diagrammatic representations of the requirements for construction of the Work prepared by the Design-Build Team and approved by the Owner subsequent to the execution of the Contract.

**"Final Completion"** means the satisfactory completion of all of the Work under the Contract. Final Completion occurs only after the Design-Build Team complies with the requirements of Section 5.03 (Final Inspection and Final Completion of the Work) of the General Conditions and the Owner approves final payment to the Design-Build Team.

**"Modification"** means (i) any Addendum pertaining to the Contract, (ii) a Change Order, (iii) a written interpretation, (iv) a written order issued by the Owner for a minor change in the Work, or (v) a written amendment to the Contract signed by both parties.

**"Notice of Award"** means the letter issued by the Owner notifying the Design-Build Team of the award of the Project by the City Council, authorizing the Design-Build Team to proceed with the procurement of the bonds and insurance, and including the Design-Build Contract for execution and return to the Owner.

**"Notice to Proceed"** means the document issued by the Owner that (i) establishes the date the Design-Build Team is authorized to commence activity, and (ii) commences the running of the Contract Time.

**"Owner"** means the City of Las Vegas and is referred throughout the Contract as if singular in number and neuter in gender. The term includes the Owner's Designated Representative identified in Section 3.01 (Designated Representative) of the Contract.

**"Product Data"** means the illustrations, standard schedules, performance charts, instructions brochures, diagrams and any other information furnished by the Design-Build Team to illustrate a material, product or system for some portion of the Work.

**"Project"** means the total design and construction of which the Work performed under the Contract may be the whole or a part thereof and which may include construction by the Owner or by others hired by the Owner.

**"Promptly"** means without delay and on time.

**"Proposal"** means the written document submitted by the Design-Build Team in response to the Owner's Request for Final Proposals.

**"Reasonable Time"** means ten (10) business days, except where otherwise specified, or unless City Council action is required.

**"RFP Documents"** means the documents comprising the Request for Final Proposals for the Design-Build of the Solar Covered Parking – Bid Lot C2 Mirabelli Community Center, Veterans Memorial Community Center and Ed Fountain Park Project (RFP No. 09.15341.24-DC) and includes the following documents: Request For Final Proposal, Instructions (together with Proposal forms) and the Design/Build Contract and documents incorporated therein.

**"Samples"** mean the physical examples that illustrate the materials, equipment or workmanship, to be used by the Design-Build Team and that establish standards for the judgment of the Work.

**"Shop Drawings"** mean the drawings, diagrams, schedules and other data specially prepared for the Work by the Design-Build Team or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

**"Subcontractor"** means any individual or entity who is sublet any part of the Work by the Design-Build Team. There is no contractual relationship between the Owner and the Subcontractor who performs work or services for the Design-Build Team.

**"Submittal"** means the item required by the Contract to be provided to the Owner for information, review, or approval as indicated. Unless otherwise specifically indicated, Submittals are not a part of the construction and do not become part of the Contract Documents. Schedules, Shop Drawings, Product Data, and Samples are typical examples of a Submittal.

**"Substantial Completion"** means the point in time when, in the opinion of the Owner, construction is sufficiently complete, in accordance with the Contract, that the Owner can occupy or utilize the Work, or designated portion thereof, for the intended use of the Project. This is not necessarily final acceptance of the Project or any portion thereof. A Certificate of Substantial Completion shall be issued by the Owner establishing the Date of Substantial Completion and noting any incomplete or unacceptable portions of the Work that must be completed or corrected prior to final acceptance of the Work. The date of such Certificate shall commence the running of the warranty periods required by the Contract Documents for the completed portions of the Work, except as otherwise provided in the Contract Documents or Certificate of Substantial Completion.

**"Technical Specifications"** means the written descriptions of the requirements for the Work prepared by the Design-Build Team and approved by the Owner subsequent to the execution of the Contract.

**"Work"** means the construction and services required by the Contract, whether completed or partially completed, and includes the labor, materials, equipment and services provided or to be provided by the Design-Build Team to fulfill his obligations under the Contract. The Work may constitute the whole or a part of the Project.

## SECTION 2. DESIGN-BUILD TEAM'S RIGHTS AND RESPONSIBILITIES

### Section 2.01 Designated Representative

The Design-Build Team's Designated Representative with respect to the Contract is . The Designated Representative shall have complete authority to transmit instructions, receive information, interpret and define the policies of the Design-Build Team and to make other decisions on the part of the Design-Build Team. Following the issuance of the Notice to Proceed, the Designated Representative may perform any review, communications, notices or other act required on the part of the Design-Build Team.

### Section 2.02 Responsibility for Site Conditions and Geotechnical Information

The Design-Build Team awarded this Contract, shall be responsible for investigating the surface and subsurface conditions of the Work site, and for rendering the same suitable for the completion of the Project. The Design-Build Team agrees to retain the services of a geotechnical consultant who shall conduct an investigation of the Work site including, but not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistively tests and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations to Design-Build Team. Such reports and recommendations shall promptly be made available to the Owner. The Design-Build Team retains responsibility for the engineering design and construction associated with the preparation and excavation of the Work site and the construction of foundations necessary to complete the Project according to the Contract.

### Section 2.03 Responsibility for the Security of the Work and Project Site

The Design-Build Team is responsible at all times for the Work and for the Project site regardless of whether or not the Owner has required any insurance coverages (such as Builder Risk Insurance) which would have protected the interest of the Design-Build Team and the Owner. The Design-Build Team shall conduct its operations under the Contract in a manner so as to avoid the risk of damage, injury, loss or theft by any means (including acts of God, vandalism or sabotage) to the Work or to the property of the Design-Build Team, Owner or any other person. The Design-Build Team shall promptly take such reasonable precautions, which are necessary and adequate against any and all conditions involving such risk of damage, injury, loss or theft. The Design-Build Team shall continuously inspect the Work (including the materials and equipment used in connection therewith) to discover and determine if any such conditions exists and shall be solely responsible for correcting such conditions.

The Design-Build Team shall cooperate with the Owner on all security matters and shall promptly comply with any security requirements established by the Owner. Such compliance with these security requirements shall not relieve the Design-Build Team of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner the Design-Build Team's obligation to undertake such reasonable action as may be required to

establish and maintain secure conditions at the Work site. The Design-Build Team shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to the Owner in a timely manner.

### Section 2.04 Responsibility for Protecting Adjacent Areas

Unless otherwise specifically provided in the Contract, the Design-Build Team shall not perform the Work in a manner that would disrupt or otherwise interfere with the operation of any pipeline, telephone line, electric transmission line, ditch or other structure which may be on or adjacent to the Work site, or enter upon lands in their natural state until approved by the Owner. Thereafter, and before it begins the Work, the Design-Build Team shall give due notice to the Owner of its intention to start the Work. The Design-Build Team shall not be entitled to an increase in the Contract Time, or extra compensation on account of any postponement, interference or delay of the Work caused by such line, ditch or structure.

The Design-Build Team shall preserve and protect cultivated areas and planted vegetation (such as trees, plants, shrubs and grass) on or adjacent to the Work site that the Owner has determined does not unreasonably interfere with the performance of the Work (including the operation of equipment or stockpiling of materials) and shall repair or restore any damage thereto.

### Section 2.05 Responsibility for Construction Safety

The Design-Build Team shall be solely and completely responsible for providing safe conditions at the Project Site to assure the protection of employees and other persons present thereon, and any property affected by the performance of the Work. Prior to the Notice to Proceed, the Design-Build Team shall submit its Safety Management Program setting forth the safety precautions and procedures to be in effect at the Project Site. The Design-Build Team shall comply with all of the requirements set forth in the Safety Management Program, which is incorporated herein by this reference. Each Subcontractor shall agree in writing to comply with the requirements of the Safety Management Program prior to performing any portion of the Work.

An employee of the Design-Build Team shall be designated the person who shall be responsible for the safety conditions at the Project Site. Such designated person shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

The Design-Build Team shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss. Any Hazardous Substance encountered at the Project Site shall be handled in accordance with applicable laws, ordinances, rules and regulations governing such substance.

### Section 2.06 Responsibility for Clean-Up of the Work Site

The Design-Build Team shall, at all times, keep the work area in a neat, clean and safe condition. Upon completion of any portion of the Work, the Design-Build Team shall promptly remove all of its equipment, temporary structures and surplus materials not to be used at or near the same location during later stages of work. Upon completion of the Work and before final payment is made, the Design-Build Team shall, at its expense, dispose of all unnecessary vegetation, structures, rubbish, unused materials, and other equipment and materials belonging to it or used in the performance of the Work to the satisfaction of the Owner in accordance with all applicable federal, state, and local laws, ordinances and codes. The Design-Build Team shall leave the premises and Work site in a neat, clean, and safe condition. In the event of the failure to comply with the aforegoing, the Owner may satisfy the requirements of this Section at the Design-Build Team's expense.

### Section 2.07 Responsibility for Construction Procedures

The Design-Build Team shall supervise and direct the Work using its best skill and attention. The Design-Build Team shall be solely responsible for the design, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

The Design-Build Team shall not be relieved from its obligations to perform the Work in accordance with the Contract either by the activities or duties of the Owner in the administration of the Contract, or by inspections, tests or approvals required or performed by persons other than the Design-Build Team.

**Section 2.08 Responsibility for Substitution of Team Members, Key Personnel, Subconsultants, and Subcontractors**

The Design-Build Team shall have no substitutions in their Team Members, Key Personnel, and Named Subconsultants or Subcontractors without the Owner's prior written consent.

**Section 2.09 Responsibility for Employment of One Competent Superintendent, One Assistant Part Time Superintendent, and One Part Time Clerk**

a. The Design-Build Team shall employ a competent Assistant Superintendent dedicated part time as necessary, and a Superintendent dedicated full time to supervise and direct the Work. The Superintendent shall be present at the progress meetings and during the entire progress of the Work. The Superintendent shall effectively communicate with the Owner and shall have a thorough understanding of the Work and the Contract. The Design-Build Team shall designate a Superintendent who is acceptable to the Owner. Any substitution of the Superintendent is strongly discouraged and will be permitted only after a written request for such substitution has been made and approved by the Owner. The Owner shall submit any requests for substitution of the Superintendent, in writing, stating the reason for such request. Approval of a substitution request by either party shall not be unreasonably denied.

b. The Design Build Team shall employ a competent Clerk dedicated part to full time as necessary to the Project(s). The Clerk shall be present at the project site(s) if requested by Owner during critical meetings throughout the entire progress of the Work. The Clerk shall maintain orderly and complete records required for the project including but not limited to Contract Documents, submittals, Progress Record Documents, inspections, reports, Requests for Information, Requests for Proposal, etc. The Clerk shall effectively communicate with the Owner and shall have a thorough understanding of the Work and the Contract Documents. The Clerk shall be designated by the Design Build Team and approved by the Owner prior to the Notice to Proceed.

**Section 2.10 Responsibility for Uncovering and Correcting the Work**

If any portion of the Work has been covered contrary to the request of the Owner or contrary to the requirements stated in the Contract, the Design-Build Team shall, if requested by the Owner, uncover for observation and, if unacceptable, shall be replaced and recovered at the Design-Build Team's expense without any adjustment to the Contract Time.

If any portion of the Work has been covered which the Owner has not specifically requested to observe prior to being covered, the Design-Build Team shall, if requested by the Owner, uncover for observation and, if unacceptable, shall be replaced and recovered at the Design-Build Team's expense without any adjustment to the Contract Time. If the uncovered Work is in compliance with the requirements of the Contract, the cost to recover shall be paid by the Owner.

**Section 2.11 Responsibility for Permits and Fees**

Unless otherwise provided in the Contract Documents to be the responsibility of the Owner, the Design-Build Team shall secure all the necessary permits and pay the required license and inspection fees associated therewith, which are necessary for the proper execution and completion of the Work.

**Section 2.12 Responsibility for Record Documents**

The Design-Build Team shall keep a marked-up, up-to-date set of the Progress Record Documents subject to the provisions of Section 01700 of the Bridging Documents. The Progress Record Documents shall depict the as-built conditions of the Work as they occur during the course of construction as an accurate record of the deviations between the Work as designed and the Work as installed.

**Section 2.13 Responsibility for Substitutions of Materials, Products or Services**

a. **Criteria.** The Design-Build Team may propose the substitution of any material, product or service in lieu of that required or specified by brand name or trade name under the Contract subject to the requirements set forth herein. Any material, product or service manufactured by a company other than the one specified, or is brand name, model number or generic species other than what is specified, will be considered a substitution.

Prior to proposing the substitution, the Design-Build Team shall determine whether or not (i) the proposed material, product or service is, in fact, equal to that specified after considering the ease of operation, maintenance, repairs, appearance, longevity and any other pertinent factors and (ii) the substitution will result in a cost savings, reduced

construction time or similar demonstrable benefit to the Owner. A substitution will not be permitted where the material or product is intended to match others in use, accommodate artistic design, specific function or economy of maintenance.

**b. Procedure.** The Design-Build Team shall, within 10 days after award of the Contract submit to the Owner a written request for the substitution accompanied by drawings, samples, test data, certificates and any other pertinent documentation which will permit the Owner to make a fair and equitable decision concerning the proposed substitution. If the Design-Build Team fails to submit the written request within the specified time, the substitution will not be allowed. If the substitution is acceptable to the Owner, a written authorization will be provided to the Design-Build Team. No substitution will be allowed which will result in an increase in the Contract Amount.

**c. Burden of Proof.** The burden of proof in establishing the equality of the proposed substitution shall be upon the Design-Build Team. Approval of a substitution shall not relieve the Design-Build Team from responsibility for compliance with the other requirements of the Contract. The Design-Build Team shall bear the expense for any changes in other parts of the Work caused by the substitution. The submission of a substitution incurs no obligation on the part of the Owner to accept or construe the proposed substitution to be an equal to that specified under the Contract. The Owner will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified under the Contract. The Owner will have a reasonable amount of time to review each request for substitution.

**d. Required Certificates.** The substituted material, product or service shall be supported, by proper certification from the governmental agencies having jurisdiction over its use in the Work.

### Section 2.14 Responsibility for the Delivery and Storage of Materials and Equipment

The Design-Build Team shall receive, unload, store in a secure place, and deliver from storage to the Work site all materials and equipment required for the performance of the Contract. The storage facilities and methods of storing shall meet with the Owner's approval. Any materials and equipment subject to degradation by exposure shall be stored in a suitable enclosure provided by the Design-Build Team.

### Section 2.15 Responsibility for Emergencies

When emergencies affecting or threatening the safety of any person or property occur, the Design-Build Team shall immediately act with diligence to prevent injury to such person, or damage or loss to such property. If the Design-Build Team should fail to act, the Owner may, but is not obligated to, act immediately to prevent injury to such person, or damage or loss to property, whichever may be endangered by the emergency by whatever means or method the Owner deems appropriate, including, but not limited to, the use of other Design-Build Teams, the Owner's own forces, and the Design-Build Team's on-site equipment and materials, in which case, the Design-Build Team shall pay the Owner for any such expenses incurred as provided in Section 10.05 (Owner's Right to Perform the Work).

### Section 2.16 Responsibility for Payment of Subcontractor and Other Parties

The Design-Build Team is responsible for paying each Subcontractor and Subconsultant performing any portion of the Work, and other parties providing labor, material or supplies in connection with the Work in a timely manner.

### Section 2.17 Responsibility for Schedule of Values

The Design-Build Team, if so requested by the Owner, shall provide the Owner with a Schedule of Values allocated to various portions of the Work. The Schedule of Values shall be formed and supported by such data and information, acceptable to the Owner.

Each line item of the Schedule of Values shall contain no more than reasonable and attributable costs applicable to the line item. The Design-Build Team shall warrant the Schedule of Values to be reliable and accurate, and documents used in the preparation thereof shall be available for review by the Owner.

## SECTION 3. OWNER'S RIGHTS AND RESPONSIBILITIES

### Section 3.01 Designated Representative

The Owner's Designated Representative with respect to the Contract is _____. The Designated Representative shall have complete authority to transmit instructions, receive information, interpret and define the policies of the Owner and to make other decisions on the part of the Owner. Following the issuance of the Notice to Proceed, the Designated Representative may perform any review, communications, notices or other act required on the part of the Owner.

The Designated Representative shall not have any authority to change or interpret the Contract or Contract Documents, whether orally or in writing. Any ambiguity between the parties that require interpretation of the Contract or Contract Documents shall be resolved by written submission of a Request for Information by the Design-Build Team. Any request for a change to the Contract or Contract Documents shall be resolved by written submission of a Change Order request by the Design-Build Team. The Contact or Contact Documents shall not be changed without written confirmation from the Owner.

Communications from the Owner's Representative may be verbal or written. Any verbal instruction or directive by the Owner's Representative to the Design-Build Team that changes either the Contract Amount or Contract Time or that changes either the Contract or the Contract Documents shall not be valid unless confirmed in writing and acknowledged and accepted by the Owner 1) within five working days or 2) when the work that is subject to the verbal directive commences, whichever is earlier. Absent written confirmation of the Owner's Representative's verbal instruction to the Design-Build Team, the parties agree that there is a strong presumption that no such verbal directive was ever given.

**Section 3.02 Right to Perform or Award Separate Contracts for Portions of the Work**

**a. Coordination.** The Owner reserves the right to perform portions of the Work related to the Project with its own forces or to award a separate contract or contracts for portions of the Work under the same or similar conditions of the Contract. The Owner will provide for the coordination of the activities by its own forces and that of each separate Design-Build Team with the Work of the Design-Build Team. The Design-Build Team shall participate with the Owner and the other separate Design-Build Teams in reviewing their construction schedules when so directed by the Owner.

**b. Revisions to the Guaranteed Project Schedule.** The Design-Build Team shall make the revisions to the Guaranteed Project Schedule deemed necessary after a joint review and mutual agreement. The Guaranteed Project Schedule as revised shall then constitute the schedule to be used by the Design-Build Team. If the activities by the Owner or the other Design-Build Teams are completed within the time reflected in the Guaranteed Project Schedule as revised or an extension is granted in the Contract Time, the Design-Build Team shall be precluded from asserting any claim for delay or additional expenses resulting from the Owner exercising its rights granted herein.

**c. Storage of Equipment and Materials.** The Design-Build Team shall afford the Owner and any separate Contractor reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Design-Build Team's construction and operations with theirs as required by the Contract.

**d. Reporting of Separate Contractor Deficiencies.** If part of the Work depends on the proper execution of construction or operations by the Owner or a separate Contractor, the Design-Build Team shall, prior to proceeding with the Work and each portion thereof, promptly report to the Owner any apparent discrepancies or defects in such other construction or operations that would render the Work unsuitable for proper execution by the Design-Build Team. The Design-Build Team's failure to report such discrepancy or defect shall constitute an acknowledgment that the Owner's or separate Contractor's completed or partially completed construction or operations is fit and proper for the Design-Build Team to proceed with the Work, except as to defects not then reasonably discoverable.

**e. Delays and Damages to Separate Contractors.** The Design-Build Team shall defend, indemnify and hold the Owner harmless pursuant to the provisions of Section 9.01 (General Indemnity) of the General Conditions for each claim asserted by a separate Contractor for delay, improperly timed activity, defective construction or damage to the work of the separate Contractor which is caused by the Design-Build Team. The Design-Build Team agrees to make no claim of cost or damages against the Owner for any delay, improperly timed activity, defective construction or damage to the Work of the Design-Build Team which is caused (i) by the Design-Build Team, or (ii) by a separate Contractor unless such Contractor is under contract to the Owner, or to a general Contractor of the Owner.

**f.** The Owner shall pay each claim of cost incurred by the Design-Build Team arising from the delay, improperly timed activity, defective construction or damage to the Work caused by a separate Contractor acting under the direction or control of the Owner, or under the direction and control of a general Contractor of the Owner, provided such claim meet the requirements contained in Section 01200 (Price and Payment Procedures) of the Bridging Documents.

The failure of either party to pay the costs as required herein shall entitle the other party to file a claim pursuant to Section 12 (Disputes between the Parties) of the Contract.

**g. Repair of Damages.** The Design-Build Team shall promptly repair any damage caused by the Design-Build Team to the work of a separate Contractor or to any property of the Owner or other property owner if so requested and permitted by the injured party. Such repair shall be in lieu of the payment of monetary damages to the injured party.

**Section 3.03 Right to Perform Additional Work Within or Near the Project Site**

The Owner reserves the right at any time to contract with another Contractor whose work may occur within or near the site of the Project. In such event, the Design-Build Team agrees not to interfere with or hinder the progress of work by the other Contractor, and the Owner agrees to require such Contractor to coordinate its work with that of the Design-Build Team. The Design-Build Team agrees to cooperate and coordinate with such Contractor as directed by the Owner.

The Design-Build Team shall arrange the Work and shall place and dispose of the materials being used so as not to interfere with the operations of other Contractors within the limits of the same Project. The Design-Build Team shall join the Work with that of the other Contractor in an acceptable manner and shall perform it in proper sequence to that of the other Contractor.

**Section 3.04 Progress Meetings**

The Owner shall chair the progress meetings between the parties to the Contract that shall include a representative from each major subcontractor if so requested by the Owner. The Owner shall take notes of the progress meeting and shall distribute copies to each party within five (5) days after completion of the meeting. The conference notes shall summarize decisions made at the meeting and reflect the weekly job progress in comparison to the Guaranteed Project Schedule. The attendees are responsible for remembering their own required action and the conference notes shall serve only as a reminder and record of the required action.

**Section 3.05 Right of Suspension**

The Owner may, without cause, order the Design-Build Team in writing to suspend, delay or interrupt the Work, in whole or in part, for such period of time as determined by the Owner. An adjustment shall be made for the increase in the cost of performing the Contract (excluding therefrom any profit to the Design-Build Team), on the increased cost of performance caused by the suspension, delay, or interruption.
No adjustment shall be made to the extent that:

i. The performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Design-Build Team is responsible; or
ii. An equitable adjustment is made or denied under another provision of the Contract Documents, or
iii. The Design-Build Team could have mitigated the increase in cost to perform the Contract.

**Section 3.06 Right of Termination for Convenience**

Prior to, or during the performance of the Work, the Owner reserves the right to terminate the Contract in whole or in part, for any reason whatsoever (including, but not necessarily limited to, funding limitations). Upon such an occurrence the Owner will immediately notify the design professional and the Design-Build Team in writing specifying the effective termination date of the Contract.

After receipt of the Notice of Termination, the Design-Build Team shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due at the point in the Contract:

i. Stop all construction;
ii. Place no further orders for materials or services;
iii. Terminate all subcontracts;
iv. Cancel all material and equipment orders as applicable; and
v. Take whatever action is necessary to protect and preserve all property related to this Contract, which is in the possession of the Design-Build Team.

Within 180 days of the date of the Notice of Termination, the Design-Build Team shall submit a final termination settlement proposal to the Owner based upon costs up to the date of termination, including reasonable profit as allowed by the Contract Documents on completed Work, and reasonable demobilization costs as allowed by the Contract Documents. If the Design-Build Team fails to submit the proposal within the time allowed, the Owner may determine the

amount due to the Design-Build Team because of the termination and shall pay the determined amount to the Design-Build Team.

### Section 3.07 Owner's Right to Replace Subcontractor or Subconsultant

The Owner shall have the right to require that the Design-Build Team replace any Subcontractor or Subconsultant at any time and for any reason by requesting such change in writing in accordance with the provisions of NRS 338.141.

## SECTION 4. CONTRACT COMMENCEMENT, PROGRESS AND COMPLETION

### Section 4.01 Notice to Proceed

After receipt of all required post-Proposal submittals, the Owner will issue the Notice to Proceed. The Design-Build Team shall not commence activities on the Project prior to the date specified in the Notice to Proceed.

### Section 4.02 Guaranteed Project Schedule

Within the time provided in Section 01330 of the Bridging Documents, the Design-Build Team shall submit the Guaranteed Project Schedule for the Work, which shall contain the appropriate milestones by which the Owner can judge and determine the progress thereof.

### Section 4.03 Progress of the Work

The Design-Build Team shall provide sufficient labor, materials, facilities, and equipment and shall work such hours, including night shifts, overtime operations, Saturdays, Sundays and holidays, as may be necessary to insure the prosecution and completion of the Work or separable portions thereof, in accordance with the Guaranteed Project Schedule.

If the progress of the Work falls behind or fails to proceed in accordance with the Guaranteed Project Schedule, or it becomes apparent to the Owner from the current schedule that the Work will not be substantially complete within the Contract Time (as adjusted by Owner approved Change Orders), in addition to the other requirements of the Contract and remedies available to the Owner, the Design-Build Team agrees to take the following actions at no additional cost to the Owner to correct such tardiness:

i. Increase manpower in such quantities and crafts as will substantially eliminate, in the judgment of the Owner, the backlog of Work;
ii. Increase the number of working hours per shift, shifts per working day, working days per week, the amount of equipment, or any combination of the foregoing, sufficient to substantially eliminate, in the judgment of the Owner, the backlog of Work; and,
iii. Reschedule activities to achieve maximum practical concurrence of accomplishment of activities.

The failure of the Design-Build Team to comply with the requirements of this Section or to remedy the tardiness shall be grounds for a determination by the Owner that the Design-Build Team is failing to diligently prosecute the Work, in which case the Owner may, after the notice of the breach has been provided to the Design-Build Team pursuant to Section 10.01 (Definition of Breach) of the Contract, without prejudice to other remedies the Owner may have and regardless of whether the Design-Build Team has taken or is taking corrective action, immediately correct the Design-Build Team's failure at the Design-Build Team's expense by exercising the right to perform and carry out the work as provided in Section 10.05 (Owner's Right to Perform the Work) including the use of the Owner's work forces, to award separate contracts, to supplement the Design-Build Team's work forces, to prepare or have prepared schedules which shall be used to determine the provisions of the Contract to withhold actual and anticipated liquidated damages, and any other means the Owner deems appropriate.

### Section 4.04 Contract Time

Time is of the essence in the performance and completion of this Contract. The Design-Build Team shall commence the Work on the date set by the Owner in the Notice to Proceed, and shall achieve Substantial Completion of the Work within the Contract Time.

### Section 4.05 Progress Payments and Retainage

**a. Progress Bills and Payments**. The Design-Build Team may submit a monthly progress bill requesting payment for the Work performed to-date after measuring the Work and estimating its value based upon the unit prices contained in the Contract or the approved Schedule of Values. The progress bill must be submitted by the deadline established by the Owner and must be accompanied by photographs of the Work completed to date and other supporting documentation (such as material receipts and storage verifications). The quantities and value estimates must have the concurrence of the Owner. As permitted pursuant to Section 10.06 (Deduction from Progress Payments) of the Contract and NRS Chapter 338, the Owner may withhold from the progress payment an amount that is sufficient to protect the Owner for the Design-Build Team's failure to comply with the requirements of the Contract or applicable building codes, laws or regulations.

The Design-Build Team must submit certified payroll records each month as required by NRS Chapter 338. If the certified payroll records for the previous month have not been received, the Owner may withhold funds from the progress payment in accordance with NRS Chapter 338.

**b. Retainage.** From the progress payment to be made to the Design-Build Team, the Owner shall deduct and retain an amount equal to ten percent (10%) of the amount approved for payment.

**c. Payment for Stored Material.** The Owner may at its discretion pay the Design-Build Team for the cost of the material to be used in the performance of the Work, provided the material complies with the requirements of the Contract and the following conditions are satisfied:

i. The Design-Build Team stores the material in a manner acceptable to the Owner at the Work site or other site that is acceptable to the Owner.
ii. The Design-Build Team furnishes evidence of the quantity and quality of the stored material that is acceptable to the Owner.
iii. The Design-Build Team furnishes legal title (free of liens or encumbrances of any kind) for the stored material that is acceptable to the Owner.
iv. The Design-Build Team furnishes evidence the stored material is insured against loss, damage or disappearance thereof prior to use in the Work that is acceptable to the Owner.

The transfer of title to, or the payment for, the stored material by the Owner shall in no way relieve the Design-Build Team of responsibility for placing the material in accordance with the requirements of the Contract.

If payment is being sought for material not specifically purchased for the Work, but taken from the Design-Build Team's stock, then in lieu of an invoice, the Design-Build Team shall submit to the Owner a statement and accompanying affidavit certifying that the material was taken from the Design-Build Team's stock and that the claimed material and transportation costs represent the actual costs to the Design-Build Team.

The progress bill requesting payment for the stored material shall not exceed the Contract price for such material or the price for the Contract item comprising the material used by the Design-Build Team.

## SECTION 5. COMPLETION OF PROJECT

### Section 5.01 Substantial Completion

When the Design-Build Team considers the Work or portion thereof has reached Substantial Completion, the Design-Build Team shall so inform the Owner. The Owner shall schedule a walk-through to establish a punch list of items to be completed or corrected by the Design-Build Team.

If the Work or any designated portion thereof has reached Substantial Completion, and all applicable governmental authorities have granted final approval of the Work, the Owner will issue a Certificate of Substantial Completion establishing the date of Substantial Completion identifying responsibilities of the Owner and Design-Build Team for security, maintenance, utilities, damage to the work and insurance, and fixing the time for the Design-Build Team to finish the items on the punch list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted to the Owner and Design-Build Team for their written acceptance of responsibilities assigned to them in such Certificate.

In the event the Design-Build Team is unwilling to provide written acceptance of the Certificate of Substantial Completion, the Owner shall issue the Certificate without the Design-Build Team's signature, and (i) the Design-Build Team shall immediately comply with the provisions of the Certificate, and any dispute involving the Design-Build Team's unwillingness to provide written acceptance shall be resolved in accordance with Section 12 (Disputes Between the Parties). In such event, the Owner may withhold Liquidated Damages based on the completion date shown on the issued Certificate of Substantial Completion until such time as the dispute is resolved between the parties.

### Section 5.02 Punch List

The Design-Build Team shall complete or correct the Work identified on the punch list within the time specified on the Certificate of Substantial Completion or as otherwise directed. If the Design-Build Team fails to satisfactorily complete or correct the punch list items, such failure shall constitute a breach of this Agreement and the Owner shall have the option to invoke any of the remedies provided for under Section 10.

The time stated for completion of punch list items shall include final clean up of the Work site.

### Section 5.03 Final Inspection and Final Acceptance of the Work

When the Design-Build Team considers the Work is complete, the Design-Build Team shall so notify the Owner in writing. If, after inspection and testing, the Owner determines that the Work has been completed as required by the Contract and the Contract otherwise fully performed, the Owner shall inform the Design-Build Team that application for final payment may be made. The Contract shall not be considered to be fully performed until the Design-Build Team provides the Owner with the certificates, guaranties, releases, certified payroll records, affidavits, record documents and other documents required under the Contract. Final acceptance of the Work shall be confirmed by the making of final payment unless otherwise stipulated at the time such payment is made.

### Section 5.04 Final Payment

Provided the Contract has been fully performed pursuant to Section 5.03 (Final Inspection and Final Acceptance of the Work) of the Contract, the Design-Build Team shall prepare and submit a final payment application for all Work performed under the Contract. The acceptance of final payment shall operate as a release to the Owner by the Design-Build Team of all claims and liabilities for all things done or furnished in connection with the Work and for every act or omission, negligent or otherwise, of the Owner and others relating to or arising out of the Work.

No payment, final or otherwise, shall operate to release the Design-Build Team from any obligations under the Contract or the Sureties from any obligations under the Performance Bond, Labor and Material Payment Bond or the Guaranty Bond.

### Section 5.05 Non-Conforming Work Not Accepted

Neither final acceptance, the making of final payment, nor the entire or partial occupancy of the completed Work by the Owner shall constitute an acceptance of the Work, or any portion thereof, not completed in accordance with the requirements of the Contract.

## SECTION 6. LIQUIDATED AND DELAY DAMAGES

### Section 6.01 Owner's Recovery of Liquidated Damages

The Design-Build Team acknowledges that time is an essential element of this Contract and for that reason the Work needs to proceed and be prosecuted vigorously to completion. In the event that the Work is not completed within the Contract Time set forth in Section 5 (Contract Time) of the Design-Build Contract, the Design-Build Team further acknowledges that the Owner will suffer damages which are difficult to ascertain, such as, but not necessarily limited to, the loss of the use of the Work by the Owner and the public, the inconvenience suffered by the public, and the cost associated with additional architectural, engineering, inspection, supervision and contract administration.

Because it is difficult and impractical to fix the amount of actual damages which would be suffered by the Owner if the Design-Build Team fails to meet the completion deadline, the parties have agreed that the amount of liquidated damages set forth in Section 6 of the Design-Build Contract is a reasonable estimate of the damages to be suffered by the Owner.

The Design-Build Team agrees to pay the Owner Liquidated Damages for each day that the Work exceeds the completion deadline until the Design-Build Team reaches Substantial Completion of the Work. The Liquidated Damages provided for therein pertain only to the failure to complete the Work by the completion deadline, and does not preclude recovering any increased costs incurred by the Owner in completing the Work. Liquidated Damages shall be in addition to any other remedies that may be available to the Owner. By executing the Design-Build Contract, the Design-Build Team agrees that the amount of liquidated damages set forth therein is fair and reasonable.

If the Owner permits the Design-Build Team to complete the Work, or any part thereof, after the completion deadline or any extensions thereto, such permission shall not be construed as a waiver on the part of the Owner of any of its rights or remedies under the Contract.

The Owner's right to withhold Liquidated Damages pursuant to the provisions of this Section, or any other section of the Contract, is self-executing, and is not subject to the notice of claim and arbitration procedures set forth in Section 12.02 (Arbitration) of the Contract. If the Design-Build Team disagrees with the assessment or withholding of any Liquidated Damages, such disagreement shall be treated as a dispute between parties subject to the notice of claim and arbitration procedures set forth in that Section.

**Section 6.02 Delay Damages**

The Design-Build Team shall not make any claim against the Owner for an increase in the Contract Amount, or for any damages, losses or additional expenses which the Design-Build Team may suffer as a result of any delay in the completion of the Work (regardless of the circumstances giving rise to the delay), with the exception of the following:

i. Delays caused by the Owner's malicious or grossly negligent conduct, or the Owner's willful and knowing delay to the Substantial Completion of the Work,
ii. Delays whose assumption of the risk by the Design-Build Team was not within the contemplation of the parties at the time the parties entered into the Contract, or
iii. Delays of such unreasonable duration that they constitute an intentional abandonment of the Contract by the Owner.

If any of the exceptions set forth in (i) through (iii) above are determined by the Owner to be applicable, the Owner may grant a time extension commensurate with the delay, increase the Contract Amount and/or consider for payment a claim for damages, losses or additional expenses resulting from any delay in the completion of the Work provided such claim meets the requirements set forth in Section 01200 (Claims and Disputes) of the Bridging Documents. The Owner shall determine the validity of the claim and the amount to be paid, and such consideration or payment shall not invalidate, limit or otherwise waive the prohibition provisions of this Section with respect to any future delay claims of the Design-Build Team.

Without limiting the following possible circumstances as being within the contemplation of the parties at the time that the parties entered into the Contract, if any of the following circumstances shall occur:

i. Unknown or uncertain conditions including, but not necessarily limited to, the discovery of caliche, ground water and all other subsurface conditions,
ii. Weather conditions (including, but not limited to, precipitation, flood, mud slides, sink holes, ice and snow resulting from precipitation, wind, temperature or humidity) and the resultant effects thereof regardless of the nature, duration, severity or abnormality of such weather condition,
iii. Unmarked utilities or utility interferences,
iv. Events of war, labor disputes, transportation delays, freight embargos, earthquakes, floods, epidemics, terrorist threats or acts, workplace violence, theft, vandalism damage to the Work (including fire and explosion), acts of God and all other events, acts or omissions resulting in the unavailability of labor, materials, equipment or utilities,
v. Acts or omissions of the Owner and other governmental authorities acting in their role as code and regulation enforcement regulators,
vi. Acts or omissions of Design-Build Teams, subcontractor, suppliers and material manufacturers involved in the Work,

vii. Acts, omissions and coordination of other Design-Build Teams regardless of the event location or contractual relationship between the parties, unless such Design-Build Teams are under the direction or control of the Owner, or under the direction or control of a general Design-Build Team of the Owner, or

viii. Discovery of hazardous substances or substances suspected of being hazardous,

then the Design-Build Team may be entitled to an increase in the Contract Amount and/or a time extension for completion of the Work provided the delay to the Work meets the requirements of Section 01200 (Claims and Disputes) of the Bridging Documents of the Contract.

This Section shall apply to any claim described as a "disruption," "acceleration," "suspension," "schedule change," "impact to the progress of the Work" or some other term avoiding use of the term "delay."

## SECTION 7. BONDING REQUIREMENTS

### Section 7.01 Required Bonds

The Design-Build Team shall purchase and maintain throughout the term of this Agreement, the following bonds:

i. Performance Bond insuring performance of all of the obligations of the Contractor as required by the Contract in the amount of 100% of the Contract Amount.

ii. Labor and Material Payment Bond insuring the payment of all of the Subcontractor and material suppliers of the Design-Build Team in the amount of 100% of the Contract Amount.

iii. Guaranty Bond insuring against defects or deficiencies in the workmanship of, and materials used in, the Work in the amount of 100% of the Contract Amount. The Guaranty Bond shall take effect upon Substantial Completion of the Work and shall remain in effect for a period of one year thereafter or for longer period if so provided in the Specifications.

### Section 7.02 Acceptable Surety

The bonds must be issued by a surety who is listed in Circular 570 (current edition) issued by the Department of Treasury, Fiscal Services as company holding a certificate of authority as an acceptable surety or reinsuring company of federal projects.

The Surety must be licensed to do business in the State of Nevada. Bonds issued by individuals as surety are not acceptable to the Owner. The Design-Build Team shall require the agent who executes the bond on behalf of the Surety to attach to the bond a correct copy of the power of attorney authorizing the agent to execute the bond.

### Section 7.03 Failure to Maintain Bonds

If, for any reason, the bonds are not maintained in effect as required herein, the surety files for protection under the federal bankruptcy laws or similar state laws or the surety rating decreases from that required under Section 7.02 (Acceptable Surety) of the Contract, the Owner may require the Design-Build Team to procure bonds from another surety to be substituted in lieu of the bonds originally provided to the Owner, and the failure to procure the substitute bonds shall constitute a breach of the Contract entitling the Owner to any of the remedies set forth in Section 10 (Breach of Contract and Remedies) of the Contract.

## SECTION 8. INSURANCE REQUIREMENTS

### Section 8.01 Section and Paragraph Headings

The section and paragraph headings appearing in this Request for Preliminary Proposals 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.

### Section 8.02 Owner Provided Builder's Risk Insurance.

The Owner shall provide Builder's Risk Insurance insuring against all risks of loss (including fire, testing, vandalism, malicious mischief, collapse and water damage) for 100% of the replacement value of the completed portion of the Work including delay damages or damage to materials stored on or outside the Project, or in transit thereto.

| | |
|---|---|
| Scope of Coverage: | Project Specific |
| Type of Coverage: | Occurrence Basis |
| Amount of Deductible | $10,000 |
| Amount of Coverage: | Contract Amount |
| Policy Period: | Effective until final completion of the Project |
| Named Insured: | City of Las Vegas |

**Section 8.03 Team provided Insurance – General**
The Team awarded the Contract shall purchase and continuously maintain in full force and effect for the policy periods specified below the insurance policies specified in this Section. The insurance required hereunder shall not be interpreted to relieve the Team of any obligations under the Contract. The Team shall remain fully liable for all deductibles, including Builder's Risk Insurance provided by the Owner and amounts in excess of the coverage actually realized, except Builder's Risk.

**a. Commercial General Liability Insurance.** The Team shall provide and maintain Commercial General Liability Insurance (broad form coverage) insuring against claims for bodily injury, property damage, personal injury and advertising injury that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) form for Commercial General (CG 00-01-10-01). By its terms or appropriate endorsements such insurance shall include the following coverage, to wit: Bodily Injury, Property Damage, Fire Legal Liability (not less than the replacement value of the portion of the premises occupied), Personal Injury, Blanket Contractual, Independent Contractors, Premises Operations, Products and Completed Operations (for a minimum of two (2) years following Final Completion of the Project). The policy cannot be endorsed to exclude the perils of explosion (x), collapse (c) and underground (u) exposures without the approval of the Owner.

If Commercial General Liability Insurance or other form with a general aggregate limit and products and completed operations aggregate limit is used, then the aggregate limits shall apply separately to the Project, or the Team may obtain separate insurance to provide the required limit which shall not be subject to depletion because of claims arising out of any other project or activity of the Team. Any such excess insurance shall be at least as broad as the Team's primary insurance.

| | |
|---|---|
| Scope of Coverage: | Non-Project Specific |
| Type of Coverage: | Occurrence Basis |
| Amount of Coverage: | $1,000,000 per occurrence |
| | $2,000,000 aggregate |
| Policy Period: | Annual Policy. Effective for the duration of this Agreement |
| Name Insured: | Team |
| Additional Insured Parties: | City of Las Vegas (its officers, employees and agents) |

**b. Automobile Liability Insurance.** The Team shall provide Comprehensive Automobile Liability Insurance insuring against claims for bodily injury and property damage and covering the ownership, maintenance or use of all owned/leased, non-owned and hired vehicles used in the performance of the Work, both on and off the Project Site, including loading and unloading. The coverage shall be primary and non-contributory and shall be provided by Insurance Services Office form for Commercial Auto Coverage (CA-00-01-10-01) or equivalent.

| | |
|---|---|
| Scope of Coverage: | Non-Project Specific |
| Type of Coverage: | Occurrence Basis |
| Amount of Coverage: | $1,000,000 per occurrence |
| | $2,000,000 aggregate |
| Policy Period: | Annual Policy. Effective for the duration of this Agreement |
| Name Insured: | Team |
| Additional Insured Parties: | City of Las Vegas (its officers, employees and agents) |

**c. Workers' Compensation.** The Team shall provide Worker's Compensation Insurance sufficient to meet its statutory obligation under NRS Chapter 616 to provide benefits for employees with claims of bodily injury or occupational disease (including resulting death). The policy required herein shall be primary and non-contributory in its coverage.

| | |
|---|---|
| Scope of Coverage: | Non-Project Specific |
| Type of Coverage: | Occurrence Basis |
| Amount of Coverage: | Statutory |
| Policy Period: | Annual Policy. Effective for the duration of this Agreement |
| Name Insured: | Team |
| Additional Insured Parties: | City of Las Vegas (its officers, employees and agents) |

**d. Employer's Liability Insurance.** The Team shall provide Employer Liability Insurance covering its legal obligation to pay damages because of bodily injury or occupational disease (including resulting death) sustained by an employee. The policy required herein shall be primary and non-contributory in its coverage.

| | |
|---|---|
| Scope of Coverage: | Non-Project Specific |
| Type of Coverage: | Occurrence Basis |
| Amount of Coverage: | $1,000,000 bodily injury by accident<br>$1,000,000 bodily injury by disease<br>$1,000,000 policy limited |
| Policy Period: | Annual Policy. Effective for the duration of this Agreement |
| Name Insured: | Team |
| Additional Insured Parties: | City of Las Vegas (its officers, employees and agents) |

**e. Errors and Omissions Insurance.** The Design Professional shall procure and maintain Errors and Omissions Insurance insuring against.

| | |
|---|---|
| Scope of Coverage: | Project Specific |
| Type of Coverage: | Occurrence Basis |
| Amount of Coverage: | $1,000,000 per occurrence<br>$2,000,000 aggregate |
| Policy Period: | Effective until final completion of the Project |
| Named Insured: | Team |
| Additional Insured Parties | City of Las Vegas (its officers, employees and agents |

**Section 8.04 Acceptable Insurance Company**
The insurance company providing any of the insurance coverage required herein shall have a Best's Key rating of A VII or higher, (i.e., A VII, A VIII, A IX, A X, etc.) and shall be subject to approval by the Owner. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance.

**Section 8.05 Premiums, Deductibles and Self-Insured Retentions**
The Team shall be responsible for payment of premiums for all of the insurance coverages required under this Exhibit. The Team further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Team is responsible hereunder, the Team shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Team insurance must be declared and approved by Owner.

**Section 8.06 Certificates of Insurance**
The Team will deliver to Insurance Tracking Services, Inc. (ITS), the Owner's representative, a certificate of insurance with respect to each required policy to be provided by the Team under this Exhibit. 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 Owner upon request.

**Section 8.07 Renewal Policies**
The Team 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.

**Section 8.08 Cancellation and Modification of Insurance Coverage**
Each insurance policy supplied by the Team must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases, has been given to the Owner and such notice is by certified mail, return receipt requested. This notice requirement does not waive the insurance requirements contained herein.

**Section 8.09 No Recourse**
There shall be no recourse against Owner for the payment of premiums or other amounts with respect to the insurance required from the Team under this Exhibit.

**Section 8.10 Endorsements and Waivers**
All insurance policies required hereunder shall contain or be endorsed to contain the following provisions:

i. For claims covered by the insurance specified herein, said insurance coverage shall be primary insurance with respect to the insured, additional insured parties, and their respective members, directors, officers, employees and agents and shall specify that coverage continues notwithstanding the fact that the Design-Build Team has left the Project site. Any insurance or self-insurance beyond that specified in this Contract that is maintained by an insured, additional insured, or their members, directors, officers, employees and agents shall be in excess of such insurance and shall not contribute with it.

ii. Any failure on the part of a named insured to comply with reporting provisions or other conditions of the policies, any breach of warranty, any action or inaction of a named insured or others, any foreclosure relating to the Project or any change in ownership of all or any portion of the Project shall not affect coverage provided to the other insured or additional insured parties or their respective members, directors, officers, employees and agents.

i. The insurance shall apply separately to each insured and additional insured party against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**Section 8.11 Failure to Provide or Maintain Insurance Coverage (Revised)**
The awarded Team's failure to provide or maintain any of the insurance coverage required herein would constitute a breach of the Contract.

## SECTION 9. INDEMNITY

**Section 9.01 General Indemnity**

The Design-Build Team shall protect, indemnify and hold the Owner, its officers, employees, agents and consultants (collectively the "Indemnitees") harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments (including attorney fees, court costs) or other expenses of any and every kind or character (collectively the "Claims"), which may be recovered from or sought against the Indemnitees as a result of, by reason of, or as a consequence of, the negligence, errors, omissions, recklessness or intentional misconduct on the part of the Design-Build Team, its officers, employees, agents, subcontractor or suppliers (i) in the manufacturing or supplying (including transportation) of any materials, supplies or other products used in the Work, or (ii) in the performance of the terms, conditions and covenants of the Contract. The Owner may retain for its protection any money due and owing the Design-

Build Team under this Contract. In the event no money is due and owing, the surety, if required, of the Design-Build Team, may be held until all of the Claims have been settled and suitable evidence to that effect furnished to the Owner.

The Design-Build Team shall defend the Indemnitiees against the Claims and in the event that the Design-Build Team fails to do so, the Owner 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 Design-Build Team.

**Section 9.02 Patent Indemnity**

The Design-Build Team shall protect, defend and hold the Owner, its officers, employees, agents and consultants (collectively the "Indemnitees") harmless from and against all claims, losses, costs, damages, and expenses, including attorney fees, court costs or other expenses (collectively the "Claims"), incurred by the Indemnitees, or any of them, respectively, 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 Contract by the Design-Build Team, or out of the processes or actions employed by, or on behalf of, the Design-Build Team in connection with the performance of this Contract. The Design-Build Team shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by the Indemnitees; provided that the Indemnitees shall have notified the Design-Build Team upon becoming aware of such claims or actions, and provided further that the Design-Build Team's aforementioned obligations shall not apply to equipment, materials or processes furnished or specified by the Indemnitees.

In order to avoid such claims or actions, the Design-Build Team shall have the right, at its expense, to substitute non-infringing equipment, materials or processes, or to modify such infringing equipment, materials and processes so they become non-infringing, or to obtain the necessary licenses authorizing the use of the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet the requirements of this Contract.

## SECTION 10. BREACH OF CONTRACT AND REMEDIES

**Section 10.01 Definition of Breach**

If, during the existence of the Contract, the Design-Build Team:

i. Fails to properly pay any Subcontractor or other parties for labor, materials or supplies as required by Section 2.16 (Responsibility for Payment of Subcontractor and Other Parties) of the Contract;
ii. Fails to begin the Work within the time specified in the Notice to Proceed as required by Section 4.01 (Notice to Proceed) of the Contract;
iii. Fails to diligently prosecute the Work as required by Section 4.02 (Guaranteed Project Schedule) or Section 4.03 (Progress of the Work) of the Contract;
iv. Fails to provide sufficient workmen, materials or equipment to assure the prompt completion of the Work as required by Section 4.03 (Progress of the Work) of the Contract;
v. Fails to complete the Work within the Contract Time as required by Section 4.04 (Contract Time) of the Contract;
vi. Fails to complete the punch list within the time specified in the Certificate of Substantial Completion as required by Section 5.02 (Punch List) of the Contract;
vii. Fails to maintain the bonds, industrial insurance coverage for his employees, general liability insurance or any of the other policies of insurance as required by Sections 7.01 (Required Bonds) and 8.01 (Required Insurance) of the Contract;
viii. Fails to pay third party claims as required by Section 9.01 (General Indemnity) of the Contract;
ix. Fails to maintain licensure by the Nevada State Design-Build Team's Board as required by Section 11.01 (General Warranty) of the Contract;
x. Fails to promptly remedy the Work not in conformance with the Contract as required by Section 11.03 (Warranty Work Conforms with Requirements of the Contract);
xi. Fails to observe laws, ordinances, rules or regulations pertaining to the Project as required by Section 13.01 (General) of the Contract;
xii. Fails to investigate, or cooperate in the investigation of, complaints concerning the payment of prevailing wage rates requested by the Owner or the State Labor Commissioner's Office as required by Section 13.02 (Compliance with Labor Laws) of the Contract;

xiii. Fails to maintain solvency, allows a judgment to stand against the Design-Build Team for a period of five (5) days, files a petition with the United States Bankruptcy Court, is adjudged insolvent or bankrupt, makes a general assignment for the benefit of creditors, or commits an act of bankruptcy or insolvency; or

xiv. Fails to remedy any other material breach of the provisions of the Contract;

then the occurrence of any of the above shall constitute a breach of the contract which if unremedied may constitute an Event of Default as described in Section 10.02 (Event of Default).

**Section 10.02 Event of Default**

The Design-Build Team and the Surety under the Performance Bond shall be entitled to seven (7) days notice of each breach described in Section 10.01 (Definition of Breach) of the Contract and given the opportunity within such time to cure the breach, provided, however, such breach is capable of a cure. If such breach is capable of a cure but by its nature cannot be cured within the seven day period, the Design-Build Team or Surety may be allowed such additional time as may be reasonably necessary to cure the breach provided the cure is commenced within the seven day period and is diligently pursued to completion.

If any breach is not subject to cure, or is not cured as provided herein, the Owner may declare that an "Event of Default" has occurred and the Owner may, in addition to any other remedies available in law or equity, invoke any of the remedies provided for under this Section 10 (Breach of Contract and Remedies) of the Contract.

**Section 10.03 Damages**

Except for those breaches which are subject to Liquidated Damages set forth in Section 6.01 (Owner's Recovery of Liquidated Damages), if the Design-Build Team fails to cure any Event of Default under this Agreement within the time provided in Section 10.02 (Event of Default), the Owner shall be entitled to damages resulting therefrom.

**Section 10.04 Termination for Cause**

Upon the occurrence of an Event of Default, the Owner may terminate the Contract which shall take effect immediately upon service of the notice on the Design-Build Team and the Surety under the Performance Bond unless a different effective date is specified therein. In the event of such termination, the Surety shall have the right to take over and perform the Contract.

If the Surety does not commence performance of the Contract within 10 days of receipt of the notice, the Owner may do any and all of the following:

i. Take possession of the Project Site and the materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Build Team;

ii. Accept the assignment of the Design-Build Team's subcontracts pursuant to this Contract (Contingent assignment of subcontracts to Owner if Contract is terminated); and

iii. Finish the Work by whatever method deemed expedient by the Owner.

The Design-Build Team shall not be entitled to any further payment under the Contract until the Work is completed and accepted by the Owner. If the unpaid balance of the Contract Amount exceeds the cost of completing the Work, including compensation for any damages or expenses incurred by the Owner through the default of the Design-Build Team, the excess shall be paid to the Design-Build Team. If, however, the damages and expenses exceed the unpaid balance of the Contract Amount, the Design-Build Team and the Surety under the Performance Bond shall pay the difference to the Owner.

**Section 10.05 Owner's Right to Perform the Work**

If the Design-Build Team fails to perform or proceed with the Work, or any part thereof, as required by the Contract, and fails within the seven day notice required pursuant to Section 10.02 (Event of Default) of the Contract to remedy the breach, or to commence and continue correction of such breach with promptness and due diligence toward completion, the Owner may, without prejudice to any other right or remedy available to the Owner, and without terminating the Contract and relieving the Design-Build Team from its obligations under the Contract, proceed to correct the breach, or applicable portion thereof, by any means or methods deemed appropriate (including use of the Owner's personnel).

If the Owner discovers during the course of the corrective action that the breach is greater or otherwise different from, but nevertheless related to, the breach described in the seven-day notice, then the greater or different breach shall be deemed to have been included in the original seven-day notice and the Owner may proceed with the corrective action without having to provide any additional notice to the Design-Build Team.

If, after expiration of the seven-day notice period required pursuant to Section 10.02 (Event of Default) of the Contract, the Design-Build Team proceeds to correct the breach and the Owner has already incurred certain expenses (such as, but not necessarily limited to, preparation of cost estimates or remedial plans and drawings, placement of material orders, demolition costs, rental costs, storage costs, trash removal expenses, utility expenses, scheduled commitments from Design-Build Teams which cannot be canceled without the Owner incurring costs to the Design-Build Team, transportation costs of personnel or materials, and incurred cost of hiring technical personnel whether licensed or not) as part of an effort to remedy the breach, then the Design-Build Team shall pay the Owner for such incurred expenses as provided herein.

If, after issuance of the seven day notice of the breach required pursuant to Section 10.02 (Event of Default) of the Contract, the Owner decides not to take any action to correct the breach or fails in the effort to correct the breach, the Design-Build Team remains responsible for the breach and any expenses incurred in any failed effort to correct the breach.

In the event of a correction and expense as provided herein, the Contract Amount shall be reduced by the amount of the incurred expenses which amount the Owner shall be entitled to deduct from any payments then or thereafter due the Design-Build Team (including the direct and indirect costs of using the Owner's personnel). If payments then or thereafter due the Design-Build Team are not sufficient to cover the incurred expenses, the Design-Build Team shall pay the difference to the Owner.

### Section 10.06 Deduction From Progress Payments

For each and every breach set forth in Section 10.01 (Definition of Breach) of the Contract, the Owner may decline to certify, in whole or in part, any pending application for payment which, in the opinion of the Owner, may be necessary to protect the Owner from the damages and expenses which are expected to be incurred, or which have been incurred, as a result of the breach. Based upon the opinion of the Owner, the Owner may withhold from any requested progress payment such sum as may be necessary to protect the Owner from such damages and expenses including, but not necessarily limited to, the Liquidated Damages permitted pursuant to Section 6.01 (Owner's Recovery of Liquidated Damages) of the Contract which the Owner anticipates will occur as a result in the delay in the Completion of the Project.

If an agreement can be reached between the Owner and the Design-Build Team concerning the request for payment, the Design-Build Team may submit a revised application for certification. The Owner shall have the right to deny in whole or in part, or to require an adjustment to, any pending application if, as a result of new evidence or observations subsequent to the issuance of a previous certification, the Owner has determined that the amount paid exceeds the percentage of completion of the Work, the Work cannot be completed for the unpaid balance of the Contract or any other such certification was improperly issued.

If the Design-Build Team remedies the failure for which payment has been withheld, and the Owner verifies such correction, then the withheld money shall be included with the payment of the next application.

### Section 10.07 Rights and Remedies are Cumulative

Except as otherwise expressly stated in the Contract, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

## SECTION 11. REPRESENTATIONS AND WARRANTIES

### Section 11.01 General Representations and Warranties

The Design-Build Team hereby represents and warrants that it (i) is familiar with requirements of the Contract; (ii) has investigated the site and is knowledgeable concerning the local conditions that may affect the performance of the Work; (iii) is satisfied that the Work can be performed and completed as required in the Contract; (iv) accepts all of the risks directly or indirectly connected with the performance of the Contract; (v) has not been influenced by any statement or

promise other than those contained in the Contract Documents; (vi) is experienced and competent to perform the Contract; (vii) is familiar with all general and special laws, ordinances and regulations that may affect the Work, its performance, or those persons employed therein; (viii) is familiar with tax and labor regulations and with rates of pay that will affect the Work, and (ix) is properly licensed and will remain properly licensed by the Design-Build Teams Board of the State of Nevada in order to perform the Contract.

**Section 11.02 Warranty of Merchantability and Fitness for Particular Purpose**

The Design-Build Team warrants that the equipment and materials used or provided as part of the Contract are of merchantable quality and fit for their particular purpose.

**Section 11.03 Warranty Work Conforms with Requirements of the Contract**

In addition to other warranties and longer time periods which may be provided in the Contract, and as a minimum, the Design-Build Team warrants the Work performed under the Contract is in conformance with the requirements of the Contract, and that the Work is free of defects and deficiencies in design, materials and workmanship (unless furnished by the Owner) for a period of 12 months from the date of the Certificate of Substantial Completion (or 12 months from the completion date of any portions of the Work first performed after Substantial Completion), regardless of whether the same were furnished or performed by the Design-Build Team or by any of its Subcontractor of any tier. Upon receipt of written notice from the Owner of any non-conformance to the Contract during the applicable warranty period, the Design-Build Team shall promptly correct the affected non-conformance at a time acceptable to the Owner.

The Design-Build Team shall perform such tests as the Owner may require verifying that the Work is in compliance with the Contract. If such Work is not in accordance with the Contract, the costs of the correcting and testing, including the cost of removal necessary to gain access thereto and other related incidental costs, shall be borne by the Design-Build Team. If such Work is found to be in accordance with the Contract, the costs of uncovering, replacement, and testing shall be charged to the Owner. The Design-Build Team warrants any corrected Work to be in conformance with the Contract for a period of 12 months from the date of acceptance thereof. If the Design-Build Team fails to promptly make the necessary corrections and tests, the Owner may perform or cause to be performed the same at the Design-Build Team's expense. The Design-Build Team and its Surety shall be liable for the satisfaction and full performance of the warranties set forth in this Section.

Unless otherwise provided elsewhere in the Contract, the materials and equipment incorporated into the Work shall be new and of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be in accordance with construction practices acceptable to the Owner.

Nothing contained in this Section shall be construed to establish a period of limitation with respect to the Design-Build Team's obligations under the Contract other than specifically to correct the Work then known by the Owner to be in non-conformance with the Contract, including, but not limited to, defects and deficiencies in design, materials and workmanship (unless furnished by the Owner).

**Section 11.04 Warranty Exclusions Prohibited**

The Owner will not accept any warranty clause from the Design-Build Team, Subcontractor or manufacturer that states:

i. That the implied warranties of Merchantability or Fitness for a Particular Purpose are excluded from the Contract;
ii. That the warranty clause is in lieu of all other warranties that are either expressed or implied.

In addition to the above restrictions, the warranty requirements of the Contract shall exist in a direct extension from the manufacturer to the Owner as well as from the Design-Build Team to the Owner if the manufactured product is sold directly to the Design-Build Team.

## SECTION 12. DISPUTES BETWEEN THE PARTIES

**Section 12.01 In General**

Any claim, dispute or other controversy that may arise between the Owner and Contractor concerning any provision of this Contract shall be resolved through the good faith efforts of both parties. In accordance with NRS 338.150, if the claim, dispute or controversy cannot otherwise be settled, the parties shall use an alternate dispute resolution method before

initiation of any judicial action. For purposes of this Contract, alternate dispute resolution shall mean non-binding mediation before an independent private mediator agreed to by the parties. If the parties cannot agree upon an independent private mediator within 45 days after notice of the claim is provided pursuant to Section 12.04 below, the party may proceed to file a judicial action with the Eighth Judicial District Court, Clark County, Nevada. The alternate dispute resolution proceedings shall take place in Clark County, Nevada, unless otherwise agreed to by the parties.

**Section 12.02 Work to Proceed**
While the alternate dispute resolution or judicial action is pending, the Contractor shall proceed with the Work and maintain progress in accordance with the requirements of the Contract, unless otherwise mutually agreed upon in writing.

**Section 12.03 Alternate Dispute Resolution Costs and Fees**
The fees and expenses of the alternate dispute resolution proceedings shall be equally shared by both parties. Each party is responsible for their own costs, expenses, consultant fees and attorney fees incurred in the presentation or defense of any claim, dispute or controversy that may arise between the parties.

**Section 12.04 Notice of Dispute**
In the event that a claim, dispute, or controversy arises between the parties which are related to the progress or construction of the Project, the party asserting the claim, dispute or controversy must provide written notice thereof to the other party within thirty (30) days after its occurrence. The written notice shall set forth with specificity the nature of the claim, dispute or controversy, the relief sought, and other matters properly relating thereto. The notification is important to the recipient of the notice so that proper measures can be taken to properly observe and record the progress of the Work, to properly document the impact that the claim, dispute or controversy may have thereon, and to enable that party to properly verify any costs incurred by the party asserting the claim, dispute or controversy in connection therewith. The failure of the party to provide proper notice to the other party as required herein shall forever bar that party from any remedy thereon, including seeking any alternate dispute resolution and/or judicial action. The notice and time requirements set forth herein shall not apply to warranty claims or other construction defect claims that the Owner may have against the Contractor relating to the construction of the Work.

**Section 12.05 Right of Judicial Action**
Any claim, dispute, or other matter in question between the parties concerning any provisions of this Contract that cannot otherwise be resolved between the parties through the use of the alternate dispute resolution required herein and, in the case of the Contractor, which has not been waived by the acceptance of final payment, may be submitted for judicial action. Prior to the exercise of this right, the party seeking judicial relief shall have provided the other party 30 days prior written notice before filing such judicial action.

## SECTION 13. COMPLIANCE WITH THE LAWS

**Section 13.01 General**

The Design-Build Team shall comply with all federal, state and local laws and regulations applicable to construction of the Work including, but not necessarily limited to, licensing requirements, labor and health laws, and requirements for the payment of sales and use taxes on equipment, materials and supplies provided in connection with the Contract.

**Section 13.02 Compliance with Labor Laws**

**a. Prevailing Wage Rate Law.** The Design-Build Team and each Subcontractor shall comply with all federal, state and local labor laws with regard to minimum wages, overtime work, hiring and discrimination including, without limitation, NRS Chapter 338.

**1. Prevailing Wage Rates.** For public work projects whose cost is $100,000 or more, the Design-Build Team hereby acknowledges that pursuant to the provisions of NRS 338.040 and 338.050, any person who is employed by the Design-Build Team or Subcontractor at the Work Site, or who performs work on a public work project (regardless of any contractual relationship alleged to exist between the workman and his other employer), is subject to the prevailing wage rate provisions of NRS 338.010 to 338.090, inclusive. The Design-Build Team is responsible for ensuring that the aforementioned persons are paid in accordance with the current prevailing wage rates approved by the State Labor Commissioner. Any Change Order causing a contract to equal or exceed $100,000 will subject the Contract to the provisions of Prevailing Wage Rate Law and to audit by the State Labor Commissioner. Any work performed after regular working hours, or on Sunday or a legal holiday, shall be performed without additional expense to the Owner.

In accordance with NRS Chapter 338, the Design-Build Team shall post the current prevailing wage rates and applicable addenda in a place generally visible to the workmen. The prevailing wage rates and applicable addenda are available from the office of the State Labor Commissioner (www.laborcommissioner.com). The Design-Build Team agrees to investigate, or to assist in the investigation of, each claimed violation of the prevailing wage law as may be requested by the Owner or the State Labor Commissioner.

**2. Certified Payroll Reports.** Pursuant to NRS Chapter 338, for any public work contract awarded for $100,000 or more, the Design-Build Team and each Subcontractor are required to keep an accurate record showing the name, occupation and the actual per diem wages and benefits paid to each workman employed by them in connection with the Work. These records are referred to as the "certified payroll reports."

The Design-Build Team, and each Subcontractor through the Design-Build Team, is required to submit a copy of the certified payroll reports for each calendar month to the Owner no later than fifteen (15) calendar days after the end of the month. The Design-Build Team shall be responsible for coordinating the submittal of all the certified payroll reports for the Project, including the reports of each Subcontractor who is performing Work on the Project.

The Design-Build Team agrees to contact the Nevada State Labor Commissioner with any question concerning the payment of prevailing wage rates.

**3. Penalties.** In accordance with NRS 338.060, the Design-Build Team shall forfeit the penalty provided herein to the Owner for each calendar day or portion thereof that each workman employed on the Project (i) is paid by the Design-Build Team or Subcontractor less than the designated wage rate for the work on the Project, (ii) the Design-Build Team or Subcontractor willfully included inaccurate or incomplete information in the monthly certified payroll report submitted to the Owner, (iii) the Design-Build Team or Subcontractor did not report to the Owner as required pursuant to NRS 338.070, and/or (iv) if a violation of more than one provision of subsection (i) through (iii) herein involves the same workman, the Design-Build Team shall forfeit the penalty set forth in each violated subsection.

The Design-Build Team hereby stipulates that the Owner may withhold not less than $20.00, nor more than $50.00 for each and every violation of subparagraphs (i) through (iii) herein, the actual amount of which is according to a sliding scale based on the size of the Design-Build Team's business which is adopted by the State Labor Commissioner, except that for violation of subparagraph (iii) the maximum penalty is limited to $1,000 for the first violation and $5,000 for each subsequent violation occurring during the term of the Contract.

In addition to any penalty imposed by the Labor Commissioner, if the Design-Build Team or Subcontractor is determined by the Owner to have violated the provisions of this Section, the Owner may deduct from any payments due the Design-Build Team, the costs of the proceedings associated with the investigation of each wage complaint including, but not limited to, employee salaries, investigator fees and attorney fees.

In addition to any monetary penalty imposed by the statute, the Design-Build Team, or its Subcontractor, agent or representative, performing Work on the Project who neglects to comply with the prevailing wage rate requirements of NRS Chapter 338 is guilty of a misdemeanor.

**b. Copeland Anti-Kickback Law.** The Design-Build Team shall comply with the Copeland Anti-Kick Back Act (19 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR Part 3). This Act provides that the Design-Build Team or Subcontractor shall be prohibited from inducing by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which that person is otherwise entitled.

**c. Fair Employment Law.** The Design-Build Team shall comply with the fair employment provisions of NRS 338.125. The Design-Build Team agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age. Such agreement shall include, but is not necessarily limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Design-Build Team further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. Any violation of this provision by the Design-Build Team shall constitute a material breach of the Contract.

If the Design-Build Team or any of its Subcontractors refuses to hire or do business with an individual or company in violation of this provision, the Owner may declare the Design-Build Team in breach of the Contract, and the Owner may terminate the Contract and designate the Design-Build Team as not responsible for purposes of bidding future public work projects.

**d. Preferential Employment. (This Section ☐ IS ☒ IS NOT Applicable to this Contract)** The Design-Build Team shall comply with the preferential employment provisions of NRS Chapter 338.130. This law requires, in all cases where persons are employed in the construction of public works, preference must be given, when the qualifications of applicants are equal: First, to persons who have been honorably discharged from the Army, Navy, Air Force, Marine Corps or Coast Guard of the United States, a reserve component thereof or the National Guard, and are citizens of the State of Nevada; Second, to other citizens of the State of Nevada. If these provisions of NRS 338 are not complied with by the Design-Build Team engaged on the public work, the contract shall be void, and any failure or refusal to comply with any of these provisions of this section renders any such contract void.

**e. Federal Wage Rates. (This Section ☒ IS ☐ IS NOT Applicable to this Contract).** The Design-Build Team shall comply that the Federal Wage Rates attached (Exhibit F *to the Request For Final Proposal*) and incorporated herein as a part hereof which are applicable to the Contract. The wages paid under the Contract shall conform to the Davis-Bacon Act of March 3, 1931, as amended (46 Stat. 1494, as amended, 40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29-CFR, Part 5). If the State Wage Rates and Federal Wage Rates are not equal, the Contractor shall pay the higher prevailing rate.

**f. Special Requirements. (This Section ☒ IS ☐ IS NOT Applicable to this Contract).** The Design-Build Team shall comply with the requirements of Design-Build Team (Exhibit G *to the Request For Final Proposal*) incorporated herein as a part hereof which are applicable to the Contract.

### Section 13.03 Compliance with Americans with Disabilities Act

The Work shall comply with the Americans with Disabilities Act (ADA) as amended to date. The Design-Build Team shall construct the Work in compliance with the ADA and the rules and regulations promulgated thereunder and shall immediately notify the Owner of any conflicts between the Contract Documents and the Act or the rules and regulations promulgated thereunder.

### Section 13.04 Compliance with Immigration Reform Control Act of 1986

In accordance with the Immigration Reform and Control Act of 1986, the Design-Build Team shall not employ unauthorized aliens in the performance of the Contract.

### Section 13.05 Air Pollution Control

Prior to commencing the Work, the Design-Build Team shall obtain a permit from the Clark County Department of Air Quality and Environmental Management.

The Design-Build Team shall perform the Work in a manner that does not discharge smoke, dust or other air contaminants into the atmosphere from any source whatsoever, in violation of the laws, rules and regulations of federal, state and local government pertaining to air pollution including, but not necessarily limited to, the following:

i. Nevada Revised Statute 445: Air Quality Regulations
ii. Title 40 Code of Federal Regulations (CFR) Part 82 Protection of Stratospheric Ozone – Refrigerant Regulations
iii. Adhering to all Clark County Department of Air Quality and Environmental Management regulations.

The Design-Build Team shall not be granted any time extensions for delays due to compliance with or violations of the aforementioned laws, rules or regulations, and shall pay all compliance costs and violation fines and penalties. Such imposed fines and penalties shall not result in an increase in the Contract Amount, and are not subject to reimbursement by the Owner.

### Section 13.06 Fire Prevention

The Design-Build Team shall conform to all federal, state, and local laws and regulations pertaining to burning, fire prevention, and control within or adjacent to the Work Site. Necessary precautions to avoid and eliminate fire hazards shall be the responsibility of the Design-Build Team.

All tarpaulins used for any purpose during construction of the Work shall be made of material resistant to fire, water, and weather and shall bear UL labels. Lighting of any fires on the Project Site is strictly forbidden.

The Design-Build Team shall provide portable fire extinguishers compatible with the hazard of each work area and shall instruct its personnel in their location and use. Wherever welding or burning is conducted, inflammable materials shall be protected and a fire watch shall be provided by the Design-Build Team to be present during the burning and welding operation to ensure that protective measures are taken and no fires result from such operation. The fire watch shall have fire extinguisher equipment readily available and know-how for proper use.

**Section 13.07 Provisions Required by Law**

Each and every provision of Nevada Revised Statutes Chapter 338 and 624 and any other laws required to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or inserted incorrectly, then upon the application of either party, the Contract shall be amended to make such insertion or correction.

**Section 13.08 Stormwater Pollution Control**

Prior to commencing the Work, the Contractor shall obtain a National Pollutant Discharge Elimination System (NPDES) permit from Nevada Division of Environmental Protection (NDEP) for construction activities.

The Contractor shall perform the Work so as to not discharge stormwater runoff containing pollutants or sediment into the waters of the United States (including municipal separate storm sewer systems [MS4s]) in violation of federal and state laws, rules, and regulations and the Owner's water pollution requirements.
The Contractor shall:

i. Comply with the provisions of Nevada Revised Statutes, Chapter 445A: Water Pollution Control and City of Las Vegas Municipal Code 14.18; and
ii. Adhere to all Federal regulations under 40 CFR 122.26(b)(14).
iii. Provide to the Owner, prior to commencing construction operations, copies of all associated permits or waivers.

All information and forms pertaining to Nevada's Stormwater NPDES Permitting Program can be found on the following website: http://ndep.nv.gov/bwpc/storm01.htm.

The City, state, and federal regulations identified above are hereby incorporated by reference as preconditions of this Contract. The Contractor shall familiarize itself with these regulations and practices, and is advised that prior to engaging in any construction activities, the Contractor shall submit a Notice Of Intent (NOI) to the Nevada Division of Environmental Protection. A Storm Water Pollution Prevention Plan (SWPPP) must be completed prior to submission of the NOI and must remain on the project site and be updated as necessary for the duration of the project. As applicant, the Contractor is responsible for insuring that all persons on the project site, including contractor and subcontractor personnel, abide by the conditions of the permit. As the applicant, the Contractor is responsible for supplying complete copies of the NOI and SWPPP to all project subcontractors.

Upon completion of the project, the Contractor must (at no additional cost to the owner) permanently stabilize the construction area and file a Notice of Termination (NOT) with NDEP to terminate the permit.

The Contractor shall not be granted any time extensions for delays due to compliance with or violations of the aforementioned laws, rules, regulations, and requirements and shall pay all compliance costs and violation fines and penalties. Such imposed fines and penalties shall not result in an increase in the Contract Amount, and are not subject to reimbursement by the Owner.

**Section 13.09 Disposal of All Wastes (Hazardous, Toxic, and Non-Hazardous**

Contractor shall be responsible for disposal of all waste materials including non-hazardous, hazardous, or toxic materials. Contractor shall make its own arrangements for disposal or recycle of all waste materials and shall pay all costs associated with the proper disposal of the all waste.

Contractor shall obtain written verification in term of the landfill weight ticket, recycling certificate from the disposal site owner or operator with a written release from the disposal site owner or operator absolving the Owner of any and all responsibility in connection with the disposal of waste material on said property.

Unless otherwise provided, full compensation for all costs involved in disposing of materials as specified in this section, including all costs of hauling, shall be considered as included in the price paid for the Contract items of work involving such material and no additional compensation will be allowed therefore.

No waste material that is to be disposed shall be stockpiled on the Owner's property or the project site longer than seven (7) days, unless otherwise approved by the Owner. Prior to initiating construction, the Contractor shall provide to the Owner a proposed temporary stockpile location. Construction debris and materials shall not be stockpiled in unapproved locations.

For hazardous or toxic materials waste, Contractor shall comply with all local, State, and federal regulations including but not limited to Resources Conservation and Recovery Act (RCRA), Toxic Substance Control Act (TSCA). Contractor must fill out the Waste Manifest and provide a copy of the Manifest to the Owner. Contractor (or its subcontractor) shall provide all necessary licenses or permits documentation for handling, transportation and disposal of hazardous or toxic materials as submittal information to the Owner. Contractor is responsible for identify/classify the hazardous waste, getting an EPA hazardous waste site number by filing the paperwork with NDEP as the hazardous waste generator, retaining certified RCRA hazardous waste transporter subcontractor, properly dispose the RCRA hazardous waste in certified hazardous waste treatment or landfill sites, deactivated the EPA hazardous waste site number when the job is done, and provide safe handling training to contractor employees.

**Section 13.10 Compliance with National Environmental Policy Act (NEPA)**
If this contract is sponsored in whole or part through Federal funding, Contractor is required to comply with NEPA requirements including but not limited to, compliance with Clean Air Act, Clean Water Act, Endangered Species Act, National Historic Preservation Act, Migratory Bird Treaty Act, Resource Conservations and Recovery Act (RCRA), Toxic Substance Control Act (TSCA).

## SECTION 14. CONTRACT INTERPRETATION

### Section 14.01 General

The Contract shall be construed and enforced in accordance with the laws of the State of Nevada. Any action for the enforcement of any provision of this Contract shall be instituted in the County of Clark, State of Nevada.

### Section 14.02 Intent and Correlation

The Contract is intended to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by one portion or section of the Contract shall be as binding as if required by all. Any work not covered in the Contract will not be required unless it is consistent with the Contract Documents, and it is reasonably inferable or necessary to produce the intended results or provide a complete work. Words and abbreviations, which have well known technical or trade meanings, are used in the Contract Documents in accordance with such recognized meanings.

### Section 14.03 Governing Order of Contract Documents

The Contract Documents include various divisions, sections, and conditions, which are essential parts for the work to be provided by the Design-Build Team. In case of discrepancy, the lower number document will govern over the higher numbered document according to the following order of precedence, unless to do so would contravene the intent of the Contract Documents as determined by the Owner:

1. Change Orders
2. Addenda, with those of later date having precedence over those of an earlier date
3. Design-Build Contract
4. General Conditions
5. Bridging Documents, Drawings and Referenced Standards (these documents are to be construed together in determining the intent of the Owner)

### Section 14.04 Conflicting Conditions

In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes and ordinances, the Design-Build Team shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Owner's interpretation.

### Section 14.05 Graphic Enhancement

Graphic enhancement of any text of the Contract such as bolding, underlining, italics, etc. is added for ease of reference and shall not be interpreted as placing additional importance on the enhanced text or lessening the importance of text without such enhancement.

## SECTION 15. MISCELLANEOUS PROVISIONS

### Section 15.01 Regulatory Authorities

The Design-Build Team does hereby acknowledge and agrees that the Department of Public Works, by or through its Architectural Services Division, acting as the Owner's Designated Representative for purposes of the Project, does not have any control, authority or influence over the decisions or requirements of regulatory authorities which are separate from the Owner, or which are departments of the Owner including, but not limited to, the Building Department, Fire Department, Planning Department or other divisions within the Department of Public Works acting in a regulatory manner. The Design-Build Team is responsible for complying with the requirements imposed by the regulatory authorities (including the departments of the Owner acting in a regulatory manner) and any delays resulting to the Design-Build Team in the performance of the Contract from having to comply with such requirements are solely the responsibility of the Design-Build Team, and not attributable in any manner to the Owner.

The Owner's Designated Representative acts in a capacity similar to that of a representative working for a private property owner which is to ensure that the Owner receives a quality product, delivered on schedule, for a fair price. Furthermore, the Owner's Designated Representative does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the Owner's Designated Representative. The Design-Build Team agrees that its relationship with the regulatory authorities having jurisdiction over the Project is separate from its relationship with the Owner's Designated Representative, and that the Design-Build Team's interaction with each regulatory authority is to be conducted without assistance from the Owner's Designated Representative.

### Section 15.02 Subcontracts

Any subcontract entered into by the Design-Build Team and its Subcontractor or material supplier shall not create any contractual relationship between the Owner and the Subcontractor or material supplier.

The Design-Build Team agrees to provide a copy of each subcontract (including contracts for the purchase of supplies) entered into by the Design-Build Team in connection with the Project if so requested by the Owner for any of the reasons set forth in NRS 338.140 (1)(d).

The Design-Build Team shall not substitute a subcontractor for any portion of the Work which was previously indicated would be performed by the Design-Build Team unless such substitution meets the requirements of NRS Chapter 338.

### Section 15.03 Right to Review and Audit

The Design-Build Team agrees to maintain financial records pertaining to all matters relative to the Contract in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to the Design-Build Team for a period of three (3) years after completion of the Contract and any subsequent extensions thereof. All records subject to audit findings shall be retained for three (3) years after such findings have been resolved. In the event the Design-Build Team goes out of existence, the Design-Build Team shall turn over to the Owner all of its records relating to the Contract to be retained by the Owner for the required period of time.

The Design-Build Team agrees to permit the Owner or its authorized representative to inspect and audit its records and books relative to the Contract at any time during normal business hours and under reasonable circumstances and to copy and/or transcribe any information that the Owner desires concerning Design-Build Team's operation hereunder. The Design-Build Team further understands and agrees that the inspection and audit would be exercised upon written notice. If the Design-Build Team or its records and books are not located within Clark County, Nevada, the Design-Build Team agrees to deliver the records and books or have the records and books delivered to the Owner or its authorized representative at an address within the City of Las Vegas as designated by the Owner.

If the Owner or its authorized representative find that the records and books delivered by the Design-Build Team are incomplete, the Design-Build Team agrees to pay the Owner the costs to travel (including travel, lodging, meals, and other related expenses) to the Design-Build Team's offices to inspect, audit, retrieve, copy and/or transcribe the complete records and books. The Design-Build Team further agrees to permit the Owner or its authorized representative to inspect and audit, as deemed necessary, the financial and performance records of the Project that may be required by relevant directives from the funding sources of the Owner.

If, at any time during the term of the Contract, or at any time after the expiration or termination of the Contract, the Owner or its authorized representative finds the Owner's dollar liability to the Design-Build Team is less than the payments made by the Owner to the Design-Build Team, the Design-Build Team agrees to repay the difference immediately to the Owner or, at the Owner's option, credit the difference against future payments due the Design-Build Team.

**Section 15.04 Independent Design-Build Team**

The Design-Build Team represents that it is fully experienced and properly qualified to perform the class of Work provided for herein, and that it is properly licensed, equipped, organized and financed to perform such Work. The Design-Build Team shall act as an independent Design-Build Team and not as an agent of the Owner in performing the Contract. The Design-Build Team shall maintain complete control over its employees and all of its subcontractor. Nothing contained in the Contract or any subcontract awarded by the Design-Build Team shall create any contractual relationship between any such subcontractor and the Owner. The Design-Build Team shall perform the Work in accordance with its own methods subject to compliance with the Contract.

**Section 15.05 Severability**

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

**Section 15.06 Assignment of Contractual Rights**

The Design-Build Team shall not assign, transfer, convey or otherwise dispose of the Contract or its right, title or interest in or to the same, or any part thereto.

**Section 15.07 Ownership and Use of Documents**

The Design-Build Team will be furnished, one electronic set of drawings and Contract Documents. If additional sets are needed, the Owner will provide them at actual duplication cost. The Drawings, Bridging Documents, and any copies furnished by the Owner are and shall remain the Owner's property unless a consultant is used in the preparation of the Contact Documents in which case ownership shall be according to the agreement between the Owner and the consultant. They are to be used only with respect to the Project and are not to be used on any other project. Submission or distribution to meet official regulatory requirements for other purposes in connection with the Project is not to be construed as infringement of the copyright of the Owner's or Consultant's common law or other reserved rights.

**Section 15.08 Prohibited Interests**

No official of the Owner, who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the Project, shall become directly or indirectly interested personally in the Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the Owner, who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the Project, shall become directly or indirectly interested personally in the Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the Project.

**Section 15.09 Waiver**

No waiver of any breach or failure to enforce any of the terms, conditions or covenants of the Contract shall be construed to be a waiver of any succeeding breach of the same or similar provision of the Contract.

**Section 15.10 No Personal Liability**

No official, officer, employee or agent of the Owner shall in any way be personally liable or responsible for any covenant or agreement herein contained, whether expressed or implied, or for any statement, representation or warranty made in connection with the Contract.

**Section 15.11 Contract Modification**

The Contract represents the entire and integrated agreement between the Owner and the Design-Build Team and supersedes prior negotiations, representations or agreements, either written or oral, made by either party. The Contract may only be amended by a Modification.

City of Las Vegas Agenda Item No.: **47.**

# *AGENDA SUMMARY PAGE*

**CITY COUNCIL MEETING OF: JUNE 16, 2010**

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

**SUBJECT:**
Approval of award of Contract No. 100083-TF, Flow Monitor Services - Department of Public Works - Award recommended to: ADS ENVIRONMENTAL SERVICES ($263,700 - Sanitation Enterprise Fund) - All Wards

**Fiscal Impact**

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
**Amount:** $263,700
**Funding Source:** Sanitation EF
**Dept./Division:** Public Works

**PURPOSE/BACKGROUND:**
This contract provides for installation of sewer flow monitors, data management and monthly servicing at various flow monitor sites throughout the City. ADS Environmental Services was selected through a competitive Request for Proposals process.

PCC: T. Fernandez
POC: Kathleen Harley - (408) 483-6717

**RECOMMENDATION:**
That City Council approve Contract No. 100083-TF, Flow Monitor Services to ADS Environmental Services in the amount of $263,700 from date of award through June 15, 2012 with three one-year options to renew in the annual amount of $218,700. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

**BACKUP DOCUMENTATION:**
Contract No. 100083-TF

# CONTRACT FOR SEWER FLOW MONITOR 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 ADS Environmental Services (hereinafter the "Company") having its principal office located at 4940 Research Drive, Huntsville, AL 35805.

## SECTION A – Contract Form

The subject matter of this Contract is sewer monitor equipment, monitoring, servicing, web-based data access and reporting.

## SECTION B – Basic Terms

### B-1 Definitions

The following definitions apply to this Contract:

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

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

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

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

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

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

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

(h) *"Non-exclusive Contract"* means a Contract under which the City agrees to obtain some, but not necessarily all, of the City's requirements for a particular service.

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

### B-2 Contract Type

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

### B-3 Prices/Costs

(a) The City will pay the following amounts:

| Description | Amount |
|---|---|
| Flow Meter Mobilization/Installation<br>• Mobilization of crews and equipment | $1500/site x 30 sites = $45,000* |

- Equipment assessment
- Site investigations
- Traffic Control Plans
- Flow Meter installation and calibration
- Incorporation of City of LV data to IntelliServe
- On-Site Training

Monthly Maintenance and access to data via IntelliServe $607.50/per meter per month*

- Monthly field maintenance
- On-line data reporting via IntelliServe including finalized data
- Labor to maintain 90% final data
- All equipment and spare parts to maintain 90% final data
- Software
- Monthly wireless telemetry
- Mobilization
- Traffic Control Plans

*Installation and Maintenance price shall apply to any additional or relocated sites required outside of the 30 sites identified in this Agreement.

| | |
|---|---|
| Meter removal and reinstallation | $800 per site (requires 2 week notice) |
| Emergency removal and reinstallation | $1200 per site (requires 48 hour notice) |

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

| | |
|---|---|
| Flow Meter Installation/Mobilization: | $22,500 30 days after notice to proceed<br>$22,500 upon completion of installation |
| Monthly Maintenance and access to data Via IntelliServe | Monthly by the 10th of the month for the previous month. |

**B-4 Invoices**

(a) The Company shall submit an invoice to the City in accordance with the payment schedule set forth in Paragraph B-3 (Prices/Costs) above. All invoices should identify the following items:

(i) the date of the invoice;
(ii) the Contract Item against which charges are made;
(iii) performance dates covered;
(iv) the associated purchase order number;

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:

City of Las Vegas Public Works
Attention: Joe Pena
731 S. 4th Street
Las Vegas, NV 89101

(b) A representative of the Company shall sign and certify the invoice in the following manner: "I hereby certify, under penalty of perjury, that the above invoice is just and correct and that reimbursement for such expenses listed on this invoice has not been previously received from the City of Las Vegas nor any other source."

**B-5 Performance Period/Delivery Schedule**

(a) The performance period commences from June 16, 2010 for two years with three 1 year options to renew.

(b) Delivery Schedule/Deliverables. The Company shall provide services in accordance with the following delivery schedule:

| Task | Deliverable or Milestone | Due Date |
|---|---|---|
| 1 | Safety Plan<br>• Work Zone Safety Plan<br>• Barricade Plan – Site Specific | Required with RFP submittal.<br>Within two (2) weeks after notice to proceed.<br>Two (2) weeks prior to scheduled installation. |
| 2 | Flow Monitor Equipment<br>• No deliverables | |
| 3 | Installation<br>• Installation Plan – published to the Company's website<br>• First Installation<br>• Calibration Procedure | Fifteen (15) days prior to first installation.<br>Within forty-five (45) days after notice to proceed.<br>Fifteen (15) days prior to first installation. |
| 4 | Software and Training<br>• Website Access and Development (if necessary)<br>• Software Training Outline<br>• Training | Within thirty (30) days of notice to proceed.<br>Within two (2) weeks after notice to proceed<br>Within thirty (30) days after notice to proceed |
| 5 | Services and Maintenance<br>• Names and contact information of Project Manager and Field Manager including the names of manufacturer certified personnel. | Within two (2) weeks after notice to proceed. |
| 6 | Incorporation of City of Las Vegas Data into database | Within thirty (30) days after receipt from City of Las Vegas |

## SECTION C – Statement of Work

### C-1 Scope of Services

**Safety**

(i) Company to submit a copy of their Workplace Safety Programs for the City's review. Programs may include but are not limited to the following:
- Hazard Communication Program including all material safety data sheets for any chemicals being utilized during the Work.
- Confined Space Entry Program
- All applicable licenses/certifications required to perform the tasks required in the Scope of Work.

(ii) The Company shall submit a Work Zone Safety Plan complying with all applicable laws, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property from damage, injury or loss including all applicable Occupational Safety and Health regulations. The Company shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with this work.

(iii) The Company shall submit a Barricading Plan for each site that meets the current requirements of the latest edition of the Manual for Uniform Traffic Control Devices. The plan shall be reviewed and approved by the City's Traffic Engineering Division.

Barricade Plans may also require approval from Clark County Department of Development Services or City of North Las Vegas Traffic Operations. Various locations may require additional approval by the Nevada Department of Transportation (NDOT). Please see Table II-A for locations requiring approval from other jurisdictions and NDOT.
* Refer to information packet for all flow monitor site locations

Table II-A

| SITE | Clark County | City of North Las Vegas | NDOT |
|---|---|---|---|
| RIOVISTA_LV12 | ✓ | | |
| DURANGO_21 | ✓ | | |
| WSAHARA_LV15 | ✓ | | |
| GOWAN_LV14 | ✓ | | |
| LAKEMEAD_18 | ✓ | | |
| EASAHARA_LV3 | ✓ | | ✓ |
| SAHARA_23 | ✓ | | ✓ |
| WASH_02090721 | | ✓ | |
| PECOS & OWENS | | ✓ | |
| CHARLESTON_28 | | | ✓ |
| RANCHO_24 | | | ✓ |
| | | | |

Please note that on high speed multi-lane roadways of 45 M.P.H. and above require an attenuator or if Work is performed within 15 feet of the right-of-way. On roadways of 35 M.P.H. or greater, an arrow board must be utilized.

The Work may require lane closure for a buffer space for workers during off-peak hours. On arterial roads such as Sahara Avenue, Charleston Boulevard and Rancho Road the Work may require off-peak hours at night or on weekends. Buffer spaces (lane closures) are required when the working in median areas.

(iv) The Company shall take all reasonable precautions for the safety of all employees on the Work and all other persons who may be affected thereby.

(v) Company is responsible to ensure their employees have received adequate safety training specific to the safety programs listed above and, if requested, provide documentation of such training.

**Flow Monitoring Equipment**

(i) All monitors shall be self powered (ie. battery powered).

(ii) The Company will be required to evaluate the current flow monitoring locations to select the most appropriate flow monitor for each site condition. It is the Company's sole responsibility to determine the appropriate flow monitor device required at each site in order to meet the requirements set forth in the contract. The Company shall assume ownership of existing flow monitors and may use existing flow monitors if the Company so desires. The Company is solely responsible for the assessment of the condition of the new and existing flow monitors and equipment to ensure all equipment is functioning properly in order to meet minimum criteria of this proposal.

(iii) The flow monitor shall accurately and reliably measure the full range of flows passing through the flow monitoring site. Flow monitors shall be area-velocity flow capable of measuring depth and velocity, and capable of measuring flow under surcharged conditions. The Company shall ensure that the flow monitor equipment maintains accurate flow measurements under all conditions to which the equipment may be exposed. The accuracy of the depth and velocity sensors shall be within 1% for depth and 2% for velocity.

(iv) All equipment shall be owned, maintained and serviced by the Company; only the flow data generated by the flow monitor equipment shall become property of the City of Las Vegas.

(v) Flow data shall be recorded in 15-minute intervals, and uploaded to a service provider server at minimum 24-hour intervals. The City will have necessary securities/permissions to access and retrieve flow monitoring data at any time. The flow data and any associated web-based databases or auxiliary data storage components will not be stored on a City server.

(vi) Software shall log all service, maintenance and calibration activity. The log file shall provide date of each log entry with twenty-four (24) hour time of day stamp. at a minimum the log file shall also record stop and start times and battery power levels. Log files shall be kept on the server provided by the Company and available for viewing by City staff via the internet.

(vii) The Company shall submit a list of flow meters type(s) proposed to be used on the project to City Staff. The list shall include make and model as well as the names of service technicians certified to perform installation, calibration and maintenance on all flow meter equipment being proposed as part of this project.

**Installation**

(i) Prior to installation, each site shall be inspected to determine hydraulic suitability. This may require descending into the manhole to ensure adequate inspection. There may be cases where the Company may recommend that the designated site be changed to take advantage of more favorable hydraulics at upstream or downstream locations, provided the drainage basins remain approximately the same.

A. The Company is responsible for obtaining all permits required for the installation, operation and maintenance of the flow monitors from all federal, state and local agencies. The Company shall comply with all federal, state and local agency requirements for the temporary diversion and control of traffic required for the installation, operation and maintenance of the flow monitors.

B. The Company shall submit an Installation Plan to the City a minimum of fifteen (15) days prior to the start of installation to coordinate access to the sites and for possible flow diversion, if available. The City may specify the schedule and the day or time of day of the flow monitor installations and calibrations. The Installation Plan shall include:

   a. Monitor type/model proposed for each location
   b. Any recommended site relocations
   c. Schedule of installations
   d. Sample site document for review as required in Section B, above.

(ii) The Company shall provide a Site Document that includes the pertinent installation information such as the flow meter site location, meter type, installation date and configuration information, etc. The Company shall submit the Site Document and other forms to the City for prior approval. The site condition and installation shall also be documented with digital photos. All site documents shall be available electronically through the web for viewing and downloading by City staff.

(iii) The Company shall prepare and submit a procedure for performing field calibrations. The field calibration procedure shall demonstrate that all flow meters are installed and calibrated so that depth, velocity, and flow rate are all within the accuracy identified in Service and Maintenance, Section E.

(iv) There are two (2) monitor site locations not under the jurisdiction of the City of Las Vegas. These sites are the Pecos & Owens site belonging to the City of North Las Vegas and the Durango_21 site belonging to the Clark County Water Reclamation District. The Company is responsible for obtaining all permits, permissions, licenses and equipment required by the corresponding agencies to enter sanitary sewer manholes and/or vaults for the installation and maintenance of the sewer monitor equipment.

**Software and Training**

(i) Software shall be internet web-based, requiring only Microsoft Internet Explorer and Active X on a City desktop or laptop computer and an Internet connection that provides City staff the ability to:

   A. View and download all data in graphical and tabular format for all flow meters with user-defined intervals and with different data measurements including flow rate, depth, and velocity, etc. Graphical formats shall include Scatter Graphs and Hydrographs.
   B. Make minor data changes to data to create reports, charts, graphs, etc. without deleting any original data points.

   C. View raw, un-edited, non-processed data collected directly from flow meters.

   D. View monitor log history for each flow meter.

   E. View monitor maintenance and calibration reports of all monitors.

(ii). The Company shall provide training in the use of the software necessary for viewing and analyzing data collected from the flow meters. The Company is required to submit an outline of the training and time required to complete the training.

(iii). The Company shall provide the City with all licenses required to use the software in perpetuity at no additional cost.

(iv). Company shall provide a system that allows authorized City staff to view, download and print flow meter data at any time. Downloads shall be at a minimum Microsoft Excel 2003 or greater compatible.

(v) Software shall allow remote internet access to the flow monitoring data 24 hours a day, 7 days a week, 365 days a year.

(vi) The Company's website shall include a map of the City of Las Vegas showing all flow meter locations and provide a quick view of the most current flow level, velocity and battery power level at each monitor location. The map shall also color code each flow meter point indicating operating, non-operating, surcharged, and off-line. The flow meter points on the map shall be capable of one click (hot link) access to the flow meters most recent data and reports.

(vii) The Company shall provide technical support via the internet or telephone during regular business hours.

**Service and Maintenance**

(i) Company shall provide a dedicated project manager and a dedicated field manager for activities associated with this scope of work. The Project Manager shall manage the overall project, scope, budget and schedule, and will be the single point of contact for all project issues. The Project Manager will oversee the field manager, data analysis, data management, and other associated field work.

(ii) The field manager shall oversee the scheduling and work efforts of the field crews. The field manager shall also maintain records of all field activities (e.g. calibrations, site investigations, installations, repairs, and replacement, etc.) and flow monitor failures. All field activity records shall be made available for viewing by City staff via the Company maintained website. The field manager shall be the single point of contact for field issues.

(iii) Flows shall be sampled in fifteen (15) minute intervals, and uploaded at a minimum 24-hour intervals to the Company's secure internet server with the ability to upload on demand.

(iv) The Company shall operate and maintain flow measurement equipment such that the flow data from each site is reliable, consistent and useful at a minimum 90% of the time. Any or all monitoring locations that do not individually achieve 90% uptime with reliable and consistent data shall not be billed or payable for that billing cycle. 90% uptime shall be based upon finalized data. No site shall be down for more than 72 hours.

(v) The Company shall implement a calibration program, document and maintain accurate readings to within 5% of actual flow and provide 90% operational uptime of each monitor, 90% uptime shall be based upon finalized data. Flow monitors shall be calibrated at intervals necessary to provide minimum uptime and evaluation requirements. Calibration shall be performed by manufacturer certified technicians for the specific model being calibrated. The City reserves the right to accompany the Company to observe the calibration procedures used to maintain the flow monitors. The Company shall coordinate the observation of the calibration procedure with City staff upon receipt of a written or oral request.

(vi) The Company shall monitor the data being transmitted from the flow monitor sites and shall carry out a diagnostic inspection of the data on a daily basis to ensure all flow monitors are connected to the monitoring system and that the data is reliable and consistent. Any flow monitor problems found shall be corrected within seventy-two (72) hours.

(vii) Historical flow data of all sites shall be provided to the Company by City staff. Historical data of all sites shall be uploaded to the Company's server and made available through the Company's website and provide the same viewing reporting capabilities as the flow meter data obtained through the Company's flow meters.

(viii) The City of Las Vegas reserves the right to add or relocate any site upon written request. Additional sites requested by the City of Las Vegas would be at the same per site cost and subject to the same terms agreed upon with this contract.

## SECTION D – Special Clauses

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

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

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

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

FOR THE COMPANY:
ADS LLC
4940 Research Drive
Huntsville, AL 35805
Fax: (256) 430-3366

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

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

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

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

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

(a) The City designates Joe Pena as the Project Manager for this Contract. The City will provide written notice to the Company, should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract, will provide all

general direction to the Company regarding Contract performance, and will provide guidance regarding the City's goals and policies. The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.

(b) The Company designates Neil Volk as the Company Representative for this Contract. The Company will provide written notice to the City, should there be a subsequent Company Representative change. The City has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

**D-3 Warranty – Services** [CAO-7/24/08]

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

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

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

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

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

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

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

## SECTION E – General Clauses

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

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

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

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

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

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

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

**E-3 Termination for Convenience** [CAO-7/24/08]

The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Company, specifying the extent and effective date of the termination. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within 30 days after receipt of a correct, adequately documented written request. The City's sole liability under this Paragraph is for payment of the costs for the services requested by the City and actually performed by the Company.

**E-4 Termination for Default** [CAO-11/9/09]

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

(i) Perform the services under Section C (Statement of Work), including, if applicable, delivering any required software, goods, or documentation within the time specified in this Contract or any extension;

(ii) Make progress, so as to endanger performance of this Contract; or

(iii) Perform any of the other provisions of this Contract.

(b) The City's right to terminate this Contract under (a)(ii) and (a)(iii) above, may be exercised if the Company does not cure such failure within ten calendar days (or more if authorized by the City) after notice, specifying the failure, is provided pursuant to the Paragraph D-1 (Legal Notice) of this Contract.

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

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

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

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

(g) In the event that the City fails to perform any of its obligations required under this Contract, and the City does not remedy the failure after notice thereof is provided to the City by the Company pursuant to Paragraph E-1 (Legal Notice) above, the Company shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of Section E-3 (Disputes) of this Contract. During the period of such resolution, the Company shall continue with its performance under the Contract.

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

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

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

Sole Proprietorships must execute the Affidavit - Declaration of Sole Proprietor, Attachment 1 in lieu of providing said insurance.

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

(iii) Commercial Automobile Liability Insurance of limits no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used to the performance of services under this Contract. The policy must insure all vehicles **owned** by the Company and include coverage for **hired** and **non-owned** vehicles.

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

(iv) Professional Liability Insurance (only if the contract is for professional services) of limits no less than $1,000,000, combined single limit and in the aggregate. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.

(b) The Company shall deliver certificate(s) of insurance in ACORD form, and endorsements indicating that such coverage required by this Contract is in effect shall be delivered to Insurance Tracking Services, Inc. (ITS), the City's representatives, 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's representative with a

certificate of insurance as evidence that all insurance requirements have been met. The Company and/or insurance carrier shall provide the City's Representative with a 30 day advance notice of policy modification, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".

Submit certificates of insurance to:

Mr. Michael Palacios
Insurance Tracking Services, Inc. (ITS)
110 West Ocean Boulevard, Suite 602
Long Beach, California 90802
Phone: (888) 435-2955 ext. 503 ● Fax: 562-435-2999
Email: michael@instracking.com

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

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

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

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

(f) Any subcontractor or subconsultant approved by the City shall be required to procure, maintain and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.

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

(h) The Company is required to remedy all injuries to persons and damage or loss to any property of the City, caused in whole or in part by the Company, its subcontractors or anyone employed, directed or supervised by the Company.

(i) The policies required in E-5 (a) i-iii shall have a Waiver of Subrogation provision endorsement in favor of the City of Las Vegas.

**E-6 Indemnification** [CAO-7/24/08]

(a) In addition to the insurance requirements set forth in Paragraph E-5 (Insurance), the Company shall protect, indemnify and hold harmless the City, its officers, employees, agents, and consultants (collectively herein the "City") harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, or agents in the performance of the terms, conditions and covenants of the Contract, regardless of whether the Liabilities were caused in part by the City.

(b) If a third party claim against the City for negligent performance by the Company is within the limits of its liability insurance and the insurance company has accepted the City's tender of defense, then the City will pay the

Company what is due and owing to them, within the payment method specified in this Contract. However, if the claim is greater than the coverage amount, the City, for its protection, may retain any money due and owing the Company under this Contract, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Company, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.

(c) It is expressly agreed that the Company shall defend the City, against the Liabilities and in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company.

**E-7 Assignment** [CAO-7/24/08]

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

**E-8 Waiver** [CAO-7/24/08]

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

**E-9 Taxes/Compliance with Laws** [CAO-7/24/08]

(a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind, which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

(b) The Company in the performance of the obligations of this Contract shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Health and Safety Act, and all state and federal laws prohibiting and/or relating to discrimination by reason of race, sex, age, religion or national origin.

**E-10 Audit of Records** [CAO-8/5/08]

(a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.

(b) The City, or its designated representative(s), shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to the address, designated by the City, within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Agreement. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Paragraph

(c) If, at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) finds the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (a) repaid immediately by the Company to the City or (b) at the City's option, credited against any future billings due the Company.

**E-11 Independent Contractor** [CAO-7/24/08]

In the performance of services under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization or corporations with which it subcontracts to fulfill this Contract. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this contract or any subcontract awarded by the Company shall create a partnership, joint venture or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

**E-12 Severability** [CAO-7/24/08]

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

**E-13 Conforming Services** [CAO-7/24/08]

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Company shall furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

**E-14 Modification/Amendment** [CAO-7/24/08]

This Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Contract shall be null and void, and may not be relied upon by either party.

**E-15 Entire Agreement, Section and Paragraph Headings** [CAO-7/24/08]

(a) This Contract represents the entire and integrated agreement between the City and the Company. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.

(b) The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

**E-16 Conflict of Interest (City Officials)** [CAO-7/24/08]

(a) An official of the City, who is authorized in such capacity and on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized in such capacity and on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.

(b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the City may immediately terminate this Contract for default or convenience, based on the culpability of the parties.

**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.

**E-23 Hazardous Material**

If the Company encounters on the project site material reasonably believed to be asbestos, lead, or polychlorinated biphenyl (PCB), the Company shall immediately stop work in the area affected and give notice of the condition to the City. Work in the affected area shall not be resumed without written direction by the City.

## SECTION F – List of Attachments/Exhibits

The following attachments are hereby incorporated into this contract:

| Identifier | Title/Text Reference | Date | Pages |
|---|---|---|---|

None

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 Date
City Clerk

APPROVED AS TO FORM:

Deputy City Attorney Date

**ADS ENVIRONMENTAL SERVICES**

JOSEPH GOUSTIN, Treasurer

"Company"

City of Las Vegas Agenda Item No.: **48.**

# *AGENDA SUMMARY PAGE*

**CITY COUNCIL MEETING OF: JUNE 16, 2010**

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

**SUBJECT:**
Approval of award of Agreement No. 100237-TF, Blanket Services Agreement for Traffic and General Engineering Services - Department of Public Works - Award recommended to: ORTH-RODGERS & ASSOCIATES, INC. (Not-to-Exceed $200,000 - Various Funds) - All Wards

**Fiscal Impact**

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**

**Amount:** $200,000
**Funding Source:** Various Funds
**Dept./Division:** Public Works

**PURPOSE/BACKGROUND:**
This agreement will provide the City with the ability to issue individual task orders for general engineering services and/or other professional and technical assistance in support of Public Works projects awarded by the City. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: T. Fernandez
POC: R. Romer - (702) 233-4060

**RECOMMENDATION:**
That City Council approve the award of Agreement No. 100237-TF, Blanket Services Agreement for Traffic and General Engineering Services to Orth-Rodgers & Associates, Inc. in the not to exceed amount of $200,000. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

**BACKUP DOCUMENTATION:**
1. Agreement No. 100237-TF
2. Certificate - Disclosure of Ownership/Principals

# BLANKET SERVICES AGREEMENT
## FOR
## TRAFFIC AND GENERAL ENGINEERING SERVICES

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) 229-2203**, and **ORTH-RODGERS & ASSOCIATES**, (the "Consultant"), a **Corporation,** whose address is **3130 South Durango Drive, Suite 404, Las Vegas, NV 89117**, and fax number is **(702) 233-4060**.

## 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. 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. The Owner releases the Consultant and its Subconsultants from liability associated with the reuse of the documents.

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, except for claims arising out of the negligence or willful misconduct of the Indemnitees.

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**

By_____
Kathleen C. Rainey, Manager, Purchasing & Contracts

ATTEST

**CONSULTANT**

_____
Beverly K. Bridges, CMC Date
City Clerk

By_____
Richard Romer, P.E., Orth-Rodgers & Associates

APPROVED AS TO FORM

John S. Ridilla 5/27/10
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

# 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 Scope of Services to be provided under the terms of this Agreement addresses the City's need for assistance with general engineering services as needed and requested by the City via individual task orders. The scope of this Agreement will likely include task orders related to the following:

- General Engineering Services
    - Provide lighting, traffic, structural, drainage, civil engineering, utilities, surveying, potholing, or other professional/technical assistance that the City is not able to provide for an expedited project

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.

Should any portions of the Project contain works provided protection under the Visual Artists Rights Act of 1990 ("VARA"), the Consultant and his subconsultants at all tiers agree to waive and do hereby waive voluntarily all rights to attribution and integrity with respect to any and all claims as may arise under VARA, Nevada Revised Statutes "Works of Art" NRS 597, or any other local, state, foreign, or international law, as currently drafted or as may be hereafter amended, that conveys the same or similar moral rights with respect to any or all portions of the Project, including but not limited to display, removal from display, exhibition, installation, restoration, conservation, storage, study, alteration, destruction, relocation, and any other activities conducted by the City, its officers, employees, agents, contractors, licensees, successors or assigns. The Consultant acknowledges that all such decisions concerning the Project shall be made in the sole discretion of the City, its officers, employees, agents, contractors, licensees, successors or assigns. In addition to the extent such rights may not be waived, Consultant and his subconsultants at all tiers covenant not to assert such rights against the City, its officers, employees, agents, contractors, licensees, successors or assigns.

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.

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

**TOTAL COMPENSATION**

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 $500,000.00. 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).

**BASIC SERVICES PAYMENT BASED ON HOURLY RATES WITH A TOTAL NOT-TO-EXCEED COST**

The Consultant agrees to perform the services required under this Agreement Exhibit "A" (Scope of Services) for no more than the amount of the Hourly Rates set forth in this Exhibit "D" (Fee Breakdown). The Fee Breakdown for each task order of this Agreement shall be as set forth in each executed Project Task Order, the format of which is attached hereto as Exhibit "H". Payment shall be made pursuant to monthly invoices submitted in accordance with the Agreement.

| SERVICE | HOURLY RATES | REMARKS |
|---|---|---|
| Project Manager/Principal | $219.10 | |
| Sr. Traffic Engineer | $187.80 | |
| Sr. Project Engineer | $172.15 | |
| Asst. Project Engineer | $89.99 | |
| Transportation Analyst III | $86.86 | |
| CADD Technician | $71.21 | |
| Traffic Technician | $54.00 | |
| Clerical | $46.95 | |
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END OF EXHIBIT "D"

# EXHIBIT "E"

## ADDITIONAL COMPENSATION

**This section not used.**

END OF EXHIBIT "E"

# EXHIBIT "F"

# KEY PERSONNEL LIST

## CITY PERSONNEL

CITY REPRESENTATIVE for this Blanket Agreement: **Mark Sorensen, P.E.**

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: Richard T. Romer, P.E., P.T.O.E., Principal

ENGINEER OF RECORD: Richard T. Romer, P.E., P.T.O.E.; Ron Maurizi, P.E., Walt Vodrazka, P.E.

PROJECT MANAGER: Richard T. Romer, P.E., P.T.O.E.

TECHNICIAN/CADD: Janet Staddon, Kevin Alexander, Nimfa Valerio, Yanjie Chen, P.E., Chad Matzke

CLERICAL: Priscilla Romer

## 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 "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:**. Not used.

**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

# 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 | 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** |
|---|---|
| | **Various projects related to the City's Capital Improvement Program** |
| 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. | Robert M. Rodgers, Chairman of the Board | 4729 West Chester Pike Newtown Square, PA 19073 | 800-803-1386 |
| 2. | Steven B. Bolt, President | 301 Lindenwood Drive, Suite 130 Malvern, PA 19355 | 610-407-9700 |
| 3. | Michael J. Rodgers, CEO | 4729 West Chester Pike Newtown Square, PA 19073 | 800-803-1386 |
| 4. | Richard T. Romer, Principal | 3130 S. Durango Dr., Suite 404, Las Vegas, NV 89117 | 702-233-4060 |
| 5. | | | |
| 6. | | | |
| 7. | | | |
| 8. | | | |
| 9. | | | |
| 10. | | | |

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

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

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

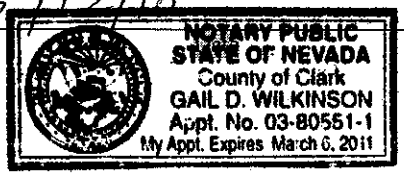
I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

Richard T Romer
Name

5/12/10

Subscribed and sworn to before me this 12th day of May, 2010.

Gail D. Wilkinson
Notary Public



City of Las Vegas Agenda Item No.: **49.**

# *AGENDA SUMMARY PAGE*

**CITY COUNCIL MEETING OF: JUNE 16, 2010**

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

**SUBJECT:**
Approval of award of Agreement No. 100236-TF, Blanket Services Agreement for General Engineering Services - Department of Public Works - Award recommended to: VTN NEVADA (Not-to-Exceed $500,000 - Various Funds) - All Wards

**Fiscal Impact**

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**

**Amount:** $500,000
**Funding Source:** Various Funds
**Dept./Division:** Public Works

**PURPOSE/BACKGROUND:**
This agreement will provide the City with the ability to issue individual task orders for design services in support of Public Works projects awarded by the City. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: T. Fernandez
POC: K. Gilbreth - (702) 247-4020

**RECOMMENDATION:**
That City Council approve award of Agreement No. 100236-TF, Blanket Services Agreement for General Engineering Services to VTN Nevada in the not to exceed amount of $500,000. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

**BACKUP DOCUMENTATION:**
1. Agreement No. 100236-TF
2. Certificate - Disclosure of Ownership/Principals

# BLANKET SERVICES AGREEMENT
## FOR
## GENERAL ENGINEERING SERVICES

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) 229-6264**, and **VTN NEVADA**, (the "Consultant"), a **Corporation**, whose address is **2727 South Rainbow Boulevard, Las Vegas, NV 89147**, and fax number is **(702) 247-4262**.

## WITNESSETH:

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. 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. The Owner releases the Consultant and its Subconsultants from liability associated with the reuse of the documents.

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, except for claims arising out of the negligence or willful misconduct of the Indemnitees.

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**

By_____
Kathleen C. Rainey, Manager, Purchasing & Contracts

ATTEST

**CONSULTANT**

_____

Beverly K. Bridges, CMC Date
City Clerk

By_____
Ken Gilbreth, P.E., VTN Nevada

APPROVED AS TO FORM

John S. Rodilla 5/27/10

Deputy City Attorney Date

# 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 Scope of Services to be provided under the terms of this Agreement addresses the City's need for assistance with general engineering services as needed and requested by the City via individual task orders. The scope of this Agreement will likely include task orders related to the following:

- General Engineering Services
    - Provide lighting, traffic, structural, drainage, civil engineering, utilities, surveying, potholing, or other professional/technical assistance that the City is not able to provide for an expedited project

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.

Should any portions of the Project contain works provided protection under the Visual Artists Rights Act of 1990 ("VARA"), the Consultant and his subconsultants at all tiers agree to waive and do hereby waive voluntarily all rights to attribution and integrity with respect to any and all claims as may arise under VARA, Nevada Revised Statutes "Works of Art" NRS 597, or any other local, state, foreign, or international law, as currently drafted or as may be hereafter amended, that conveys the same or similar moral rights with respect to any or all portions of the Project, including but not limited to display, removal from display, exhibition, installation, restoration, conservation, storage, study, alteration, destruction, relocation, and any other activities conducted by the City, its officers, employees, agents, contractors, licensees, successors or assigns. The Consultant acknowledges that all such decisions concerning the Project shall be made in the sole discretion of the City, its officers, employees, agents, contractors, licensees, successors or assigns. In addition to the extent such rights may not be waived, Consultant and his subconsultants at all tiers covenant not to assert such rights against the City, its officers, employees, agents, contractors, licensees, successors or assigns.

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.

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

**TOTAL COMPENSATION**

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 $500,000.00. 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).

**BASIC SERVICES PAYMENT BASED ON HOURLY RATES WITH A TOTAL NOT-TO-EXCEED COST**

The Consultant agrees to perform the services required under this Agreement Exhibit "A" (Scope of Services) for no more than the amount of the Hourly Rates set forth in this Exhibit "D" (Fee Breakdown). The Fee Breakdown for each task order of this Agreement shall be as set forth in each executed Project Task Order, the format of which is attached hereto as Exhibit "H". Payment shall be made pursuant to monthly invoices submitted in accordance with the Agreement.

| SERVICE | HOURLY RATES | REMARKS |
|---|---|---|
| Project Manager | $180 | |
| Team Leader | $155 | |
| Traffic Engineer | $150 | |
| Engineer II | $135 | |
| Engineer I | $120 | |
| Design Technician | $125 | |
| Engineer Technician | $110 | |
| Drafter | $85 | |
| Land Surveyor | $150 | |
| Survey Crew | $210 | |
| Clerical II | $85 | |
| Clerical I | $70 | |
| | | |
| | | |
| | | |

END OF EXHIBIT "D"

# EXHIBIT "E"

## ADDITIONAL COMPENSATION

**This section not used.**

END OF EXHIBIT "E"

# EXHIBIT "F"

# KEY PERSONNEL LIST

**CITY PERSONNEL**

CITY REPRESENTATIVE for this Blanket Agreement: **Rosa Cortez, P.E.**

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: **Ken Gilbreth, P.E.**

ENGINEER OF RECORD: **Ken Gilbreth, P.E.**

PROJECT MANAGER: **Jeff Griest, P.E.**

TECHNICIAN/CADD: **Lyle Wilcox & Tim McMillan**

CLERICAL: **Josie Eck & Kim Stevenson**

**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 "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:**. Not used.

**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

# 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 | 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** |
|---|---|
| | **Various projects related to the City's Capital Improvement Program** |
| 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. | Robert M. Rodgers, Chairman of the Board | 4729 West Chester Pike Newtown Square, PA 19073 | 800-803-1386 |
| 2. | Steven B. Bolt, President | 301 Lindenwood Drive, Suite 130 Malvern, PA 19355 | 610-407-9700 |
| 3. | Michael J. Rodgers, CEO | 4729 West Chester Pike Newtown Square, PA 19073 | 800-803-1386 |
| 4. | Richard T. Romer, Principal | 3130 S. Durango Dr., Suite 404, Las Vegas, NV 89117 | 702-233-4060 |
| 5. | | | |
| 6. | | | |
| 7. | | | |
| 8. | | | |
| 9. | | | |
| 10. | | | |

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

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

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

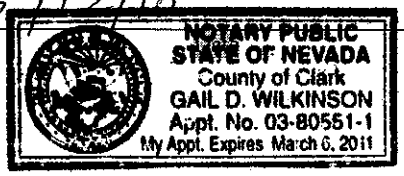
I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

Richard T Romer
Name

5/12/10

Subscribed and sworn to before me this 12th day of May, 2010.

Gail D. Wilkinson
Notary Public



City of Las Vegas Agenda Item No.: **50.**

# *AGENDA SUMMARY PAGE*

**CITY COUNCIL MEETING OF: JUNE 16, 2010**

**DEPARTMENT: FIRE AND RESCUE**
**DIRECTOR: GREG GAMMON** ☒ **Consent** ☐ **Discussion**

**SUBJECT:**
Approval of an Interlocal Agreement between the City of Las Vegas and the Las Vegas Metropolitan Police Department for the use of surplus vehicles by the Las Vegas Fire Department for advanced driver training - All Wards

**Fiscal Impact**

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

**PURPOSE/BACKGROUND:**
This Interlocal Agreement allows the City of Las Vegas Fire and Rescue Department the use of decommissioned surplus vehicles owned by the Las Vegas Metropolitan Police Department for the purpose of its Advanced Driver Training program for its firefighters.

**RECOMMENDATION:**
Approval

**BACKUP DOCUMENTATION:**
Interlocal Agreement

# INTERLOCAL AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND THE LAS VEGAS METROPOLITAN POLICE DEPARTMENT REGARDING THE USE OF SURPLUS VEHICLES BY THE LAS VEGAS FIRE DEPARTMENT FOR DRIVER TRAINING

This Agreement is made by and between the City of Las Vegas ("City"), a political subdivision of the State of Nevada and the Las Vegas Metropolitan Police Department ("Metro"), a police department organized in accordance with the provisions of NRS 280 on this _____ day of _____, 2010. The City and Metro may be hereinafter each be referred to individually as a Party or collectively as the Parties.

## RECITALS

1. Las Vegas Fire and Rescue ("LVFR"), a department of the City, conducts an Advanced Driver Training ("ADT") program for its firefighter employees, but needs vehicles to conduct such training. Attached hereto at Exhibit 1 is a copy of the ADT program guidelines.

2. Metro regularly decommissions its vehicles, and sells such surplus vehicles at public auction.

3. Fire requested from Metro the use of such surplus vehicles prior to sale at auction for the ADT program, and Metro has agreed to provide such vehicles for driver training purposes only.

4. Nevada Revised Statutes 277.180 provide that two or more public agencies may enter into an interlocal agreement for the joint use of resources for the promotion of the safety, welfare and property for those governed by and protected by the Parties.

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

## AGREEMENT

I. Metro to Provide Surplus Vehicles to LVFR.

To assist with proper firefighter driver training, Metro agrees to provide surplus vehicles to LVFR pursuant to the terms of this Agreement. LVFR acknowledges and agrees that any vehicles provided by Metro are for use in the ADT program only, and such vehicles shall not be used for any other purpose. LVFR use of a Metro vehicle for any purpose other than the ADT program is a breach of this Agreement.

II. Surplus Vehicles.

A. A surplus vehicle is a vehicle for which Fleet Operations has received a replacement vehicle and the vehicle is scheduled to be sold at the next scheduled auction. Upon written request by LVFR, Metro shall furnish one or more surplus vehicles for the LVFR ADT program for a duration not to exceed the next scheduled vehicle auction.

B. Metro's Director of Fleet Operations shall warrant in writing that it is not aware of any known current operational or safety issues concerning the mechanical, electrical, or hydraulic systems of any surplus vehicles furnished to LVFR, and that any vehicle furnished to LFVR has been maintained in accordance with the manufacturer's recommended maintenance schedule.

C Metro and LVFR personnel shall each inspect the tires on any vehicle to be furnished to LVFR for this program prior to using the vehicle in the ADT program. Such employees shall certify that each of the four tires have at least a consistent 4/32 of an inch of tread across the width of each tire. If a tire or tires do not meet these criteria, such tires must be replaced by LVFR or the vehicle must not be used in the ADT program.

D. The Parties shall draft a standard form, to document in writing, the requirements of this section for each vehicle furnished to LVFR by Metro. This form shall include documentation of any damage to the vehicle prior to providing the vehicle to LVFD, and Metro shall take pictures of all four sides of the car and these pictures shall accompany such form. Such completed standard form shall accompany each vehicle when delivered to LVFD.

E. Prior to using any vehicle in the ADT program, an LVFR employee shall review its standard form to verify that all above requirements for use are satisfied, and note any damage to the vehicle not otherwise documented by Metro. If all safety and maintenance requirements are not satisfied, LVFR shall not use such vehicle in the ADT program.

F. LVFD agrees to return the vehicle in the same aesthetic condition upon which it received the vehicle from Metro. If the vehicle's paint or body was damaged by LVFR in any material fashion, the Parties shall discuss the extent of the necessary repairs and the City shall perform such repairs at its sole expense.

G. LVFD agrees to return the vehicle in the same operational condition upon which it received the vehicle from Metro. If the vehicle's mechanical, electrical or hydraulic systems were damaged by LVFR in any **material** fashion, the Parties shall discuss the extent of the necessary repairs and the City shall perform such repairs at its sole expense prior to returning the vehicle to Metro.

If the vehicle is driven more than three thousand (3,000) miles during its use by LVFD, LVFD shall ensure that no additional regular maintenance as required by the manufacturer is necessary. If so, then LVFD shall perform such manufacturer-required regular maintenance at the City's sole expense prior to returning the vehicle to Metro.

H. Metro is not required to incur any costs, whether in parts or labor, to make its surplus vehicles acceptable for LVFD ADT use if the available surplus vehicles do not meet the operational, safety or tire standards set forth herein.

III. Miscellaneous

A. Term; Termination. Unless otherwise terminated upon thirty (30) days written notice by either Party, this Agreement will expire as of June 30, 2015. If terminated, LVFD shall immediately return any vehicles in its possession to Metro. If any of the vehicles are in need of maintenance or repair pursuant to the terms of this Agreement, the repairs shall be completed as soon as possible and returned to Metro.

B. Indemnification of Metro.

Subject to the limitation provided by NRS Chapter 41, the City shall hold Metro harmless, and agrees to fully indemnify, pay any and all costs to defend and hold Metro, its officers and employees harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs for any claims against Metro by any party based upon damages, loss or injuries sustained due to any vehicle furnished to the City by Metro for use in the ADT program while under the primary control of LVFR.

Notwithstanding the foregoing, the City shall be under no obligation to defend, indemnify or otherwise hold Metro harmless or pay Metro's costs of defense if any such claim, suit or action is a result, in whole or in part, of Metro's willful misconduct or its own negligence.

This indemnification shall survive any termination of this Agreement.

C. Modification of this Agreement.

This Agreement may not be modified or amended except by written agreement, duly approved by the Governing Bodies of the Parties. Modification or amendment in any other form shall have no force or effect, and may not be relied upon by any person.

D. Notices.

Any notice, invoice, payment or delivery required under this Agreement must be submitted in writing and sent by U.S. Mail, or by hand delivery, and directed to the appropriate party as follows:

| | |
|---|---|
| Metro: | Director, Fleet Operations<br>4480 West Oquendo Road<br>Las Vegas, Nevada 89118 |
| City of Las Vegas: | Fire Chief – Las Vegas Fire & Rescue<br>500 N. Casino Center Blvd.<br>Las Vegas, NV 89101 |

E. Entire Agreement.

This Agreement constitutes the entire Agreement and understanding of the parties hereto and supersedes all other oral and written negotiations, agreements and understandings of every kind.

F. Breach/Dispute Resolution.

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

2. Default; Remedies. If a default exists pursuant to (F)(1), above, the non-complaint Party is in default, the Party alleging non-compliance may declare the breaching party in default and upon a declaration of default, the Parties must engage in dispute resolution as provided herein.

3. Dispute Resolution. Any dispute under this Agreement shall be resolved in the following manner. A Party may provide a written description of the disputed issue or breach of this agreement to the Deputy Fire Chief responsible for fleet operations and the Director responsible for fleet operations. The Deputy Fire Chief and Director shall meet in person

within seven (7) days of the submission of the writing to resolve the dispute between the Parties. If resolution of the issue does not occur, a Party may then send the same written description of the disputed issue to the Fire Chief and the Clark County Sheriff. The Fire Chief and the Clark County Sheriff shall meet in person within seven (7) days of the submission of the writing to resolve the dispute between the Parties. If the Parties cannot resolve the issue, the dispute must be brought before the Las Vegas City Council at their next available meeting and the Fiscal Affairs Committee for the Metropolitan Police Department for resolution. To the extent applicable, actual contract damages for any breach shall be limited by NRS 354.626.

G. Further Action

The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purpose of this Agreement

H. Applicable Law

This Agreement shall be governed by the laws of the State of Nevada.

I. Authority

This execution, delivery and performance of this Agreement have been duly authorized and approved by the required governing bodies or personnel of LVFD and Metro to bind the entities to this Agreement; and this Agreement constitutes a valid and binding agreement in accordance with its terms.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below:

LAS VEGAS METROPOLITAN
POLICE DEPARTMENT

By: _____ Date: _____
DOUGLAS C. GILLESPIE
SHERIFF

CITY OF LAS VEGAS

_____ Date: _____
OSCAR B. GOODMAN

Attest:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

Approved as to form:

_____
JAMES B. LEWIS
Deputy City Attorney

LAS VEGAS METROPOLITAN POLICE DEPARTMENT

# VEHICLE CONDITION REPORT

| OFFICER(S) | P# |
|---|---|
| | |
| | |
| | |

| MILEAGE | |
|---|---|
| OFF | |
| ON | |
| TOTAL | |

| FUEL (GAL) | |
|---|---|
| | |
| OIL (QTS) | OK |
| | |

EVENT#: _____

DATE: _____

VEHICLE #: _____

DISTRICT: _____

REDLINED ☐

**VEHICLE**

| | | |
|---|---|---|
| 1. | Interior | |
| 2. | Body | |
| 3. | Glass | |
| 4. | Mirrors | |
| 5. | Headlights | |
| 6. | Taillights | |
| 7. | Brake Lights | |
| 8. | Turn Signals | |
| 9. | Interior/Dash Lights | |
| 10. | Engine | |
| 11. | Transmission | |
| 12. | Brakes | |
| 13. | Suspension | |
| 14. | AC/Heater | |
| 15. | Steering | |
| 16. | Tires | |
| 17. | Drivetrain | |

**EMERGENCY EQUIPMENT**

| | | |
|---|---|---|
| 18. | Light Bar | |
| 19. | Radio | |
| 20. | Siren | |
| 21. | Spotlights | |
| 22. | Tracker | |

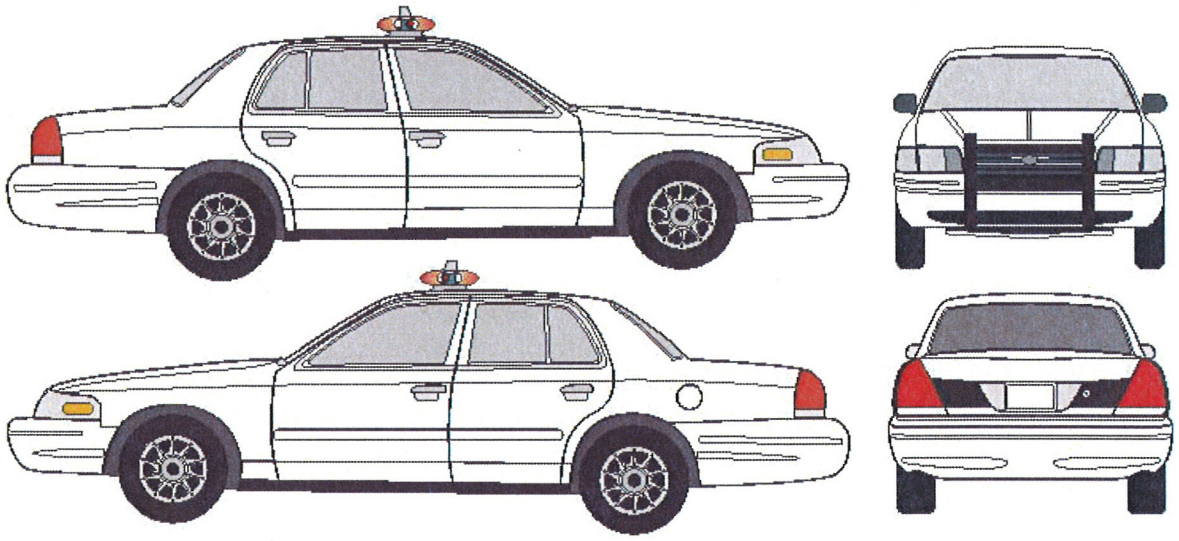
Display _____

Receiver _____

**EQUIPMENT**

| | | |
|---|---|---|
| 23. | MCT | |
| 24. | Fire Extinguisher | |
| 25. | First Aid Kit | |
| 26. | Keys (2 sets) | |
| 27. | Flares | |
| 28. | Blankets | |
| 29. | Gas Card | |
| 30. | Traffic Cones | |
| 31. | Comm. Disease | |
| 32. | Teddy Bear # | |
| 33. | Shotgun _____ | |
| 34. | Low Lethal Shotgun _____ | |
| 35. | Roll-A-Tape # _____ | |
| 36. | Stop Stick Kit | |
| 37. | Trauma Kit | |

| SERVICE & SAFETY INSPECTION SCHEDULE | |
|---|---|
| **Last Inspection** | **Next Inspection** |
| Date: | Date: |
| Mileage: | Mileage: |



**COMMENTS**

| LEGEND: | | | | | | | |
|---|---|---|---|---|---|---|---|
| A • DIRTY | B • WORN | C • MISSING | D • DAMAGED | E • INOPERATIVE | F • MALFUNCTION | G • NOISY | H • OTHER |

| | |
|---|---|
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| | |
| | |
| | |
| | |
| | SUPERVISOR'S INITIALS |

LVMPD 47 (Rev. 11/05)
AUTOMATED/WP12

# EXHIBIT

# 1

*Las Vegas Fire & Rescue*

***ADVANCE DRIVER TRAINING PROGRAM***

*Lesson Plan*

# Rescue Operation

Revised-10/01/07

## Class Description

To provide a detailed and comprehensive driver training program for all fire department members with emphasis on safety and driving skills under all driving conditions, and to teach all vehicle operators to respond as quickly and correctly as possible in an emergency situation.

All exercises meet or exceed the standards set forth in NFPA 1002 Standard for Driver Apparatus and the Nevada Commercial Drivers License Program, and Advanced Driver Training programs.

All instructors for the course are certified through as Advanced Driver Training Instructors.

This thereby becomes the Standard for the Las Vegas Fire & Rescue (LVFR).

## Learning Competencies

Vehicle and apparatus drivers must possess both driving skill and proper attitude in order to drive safely and professionally. Many drivers believe that years of experience will see them through every situation. However, experience alone is not enough. It must be supplemented by continuing education, classroom work, and "hands-on" driving.

Fire apparatus are not designed for high speed handling. A sports car will stop easier, sway less while turning, and handle better because it has less inertia to overcome due to it's lighter weight and low center of gravity. In learning to drive top-heavy apparatus, the driver must learn to compensate for the added inertia. This is accomplished by decreased speed, practice, increased awareness, as well as anticipation of traffic signals and the actions of others. Couple defensive driving skills with repetitive training in Advanced Driver Training techniques for collision avoidance and the driver will learn to avoid a critical situation by taking the proper action without conscious thought.

All of these exercises/maneuvers can and are used everyday by drivers of emergency vehicles. Below is a definitive reason for the use of each exercise and the learning competencies gained by each driver successfully passing the Driver Training Program through Las Vegas Fire & Rescue.

Serpentine - The serpentine exercise helps acquaint the driver with the vehicle's turning capabilities. The controls stressed in the exercise are basic to all driving situations. The purpose is to develop a sense of unity and control with the vehicle and learn proper timing of steering inputs (the relationship of a fixed object to that of a moving object). 9-3 hand positions,

smoothness, timing, and throttle controls stressed in this exercise are the basics of Advanced Driver Training techniques.

Reverse Serpentine - Backing a vehicle through the reverse serpentine helps to acquaint the driver(s) to spatial references. In doing so, the driver learns smoothness, timing, rhythm and the use of outside and inside rear view mirrors.

Evasive maneuver - This is designed to teach an alternative to panic braking in an emergency situation. This exercise teaches that less distance is needed to steer a vehicle around an object than is used when panic stopping before striking it. This shows the maneuvering capability and stability of the vehicle while teaching the driver his or her own capabilities and limitations in making the maneuver.

Controlled braking - This helps the driver to develop the ability to achieve maximum braking while still being able to control the direction of the vehicle. During wheel lock up, inability to maneuver/steer the vehicle is experienced. This trains the driver to regain directional control of the vehicle as soon as possible after a skid/lock-up has occurred, return the vehicle back into the original lane, and stop before the vehicle enters a simulated intersection.

Hammerhead - Improving awareness of vehicle size, maneuverability in confined spaces, increase awareness of the vehicle turning radius, and the use of mirrors are all part of what the driver learns in the Hammerhead. This teaches the relationship of the vehicle with stationary objects. For Rescue drivers, this exercise represents the placement of vehicles in driveways, parking spaces, or alleyways necessary for patient transportation needs.

Offset Alley - The 12 foot alley from which the driver must enter/exit is arranged 12 feet out of line to the opposite 12 foot alley into which the vehicle must be driven. The purpose of the exercise is to test the driver's ability to maneuver the vehicle within a confined space. The driver must accurately judge the distance between the vehicle and the barriers and learn the position of the front and rear bumpers. After proceeding forward through the exercise, the driver will back through the offset alleys. The driver should be proficient enough at backing as to not hit any cones or have to reposition the vehicle.

Alley Dock - This teaches the driver to correctly position, back, and turn around a rescue. When driving a rescue, the driver must know the correct position of both the front and rear bumpers so as to be able to correctly place that vehicle into position when spotters are not available. The latter is not advisable; however there are times when it becomes necessary to do so and the driver must be able to demonstrate this without challenge.

# Rescue Operation

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Zig-Zag – The zig-zag is a modified serpentine exercise that incorporates the use of additional cones and barrier piping to represent obstructions. In this exercise, the driver learns of the position and clearance of all parts of the vehicle. All barrier piping simulates apparatus door widths and vehicle heights. Wooden flags represent overhangs and obstructions at outside rear view mirror heights and above. The driver gains knowledge and understanding of apparatus turning radius while learning to use outside rear view mirrors. Steering inputs forward are different than that of reverse, because the steering components are in front as opposed to the rear. Compensations in tuning radius must be made by the driver due to the differences.

Over-the-Road - In compliance with Nevada Commercial Motor Vehicle testing, drivers are evaluated on the skills they possess and are properly instructed in defensive driving. Defensive driving skills are to be used at all times so that the driver does not have to react to an incident using a collision avoidance maneuver. Drivers will be shown proper lane changes, stop points on roadway intersections, freeway, residential, and city traffic driving, proper use of mirrors and signaling, as well as spacing between vehicles during both code 1 and code 3 responses. The use and appropriate application of secondary braking systems and the Las Vegas Fire & Rescue Code 3 driving rules and regulations are discussed at this time. The driver must demonstrate the ability to back into alleyways, parking spaces, apartment complexes, and driveways as required by the instructor. The Over-the-road testing period is a pass/fail evaluation. The use of defensive driving skills during all facets of the evaluation period are mandatory by the driver and failure to exhibit any of these skills will mean loss of driving privileges on the Las Vegas Fire & Rescue.

Off-road Recovery - The purpose is to give the driver an understanding of the problems involved with, and to develop the driver's skills in making an off-road recovery over a curb or back onto the driving portion of the roadway at operating speeds. Too much steering input may cause the vehicle to cross over it's lane into the adjacent one and possibly off the road on the other side before the driver can regain control of the vehicle. Not enough steering input will leave the vehicle on the shoulder possibly facing a parked car, bridge abutment or worse. This exercise teaches the driver to make a quick return to the roadway necessary to avoid a collision.

Wet Application Skid Control

- Non ABS and ABS or Anti-lock braking
- Incipient skid stopping
- Lane Change
- Split Coefficient stopping
- Alternate braking devices (Telma, Jake Brake, etc.)

# Rescue Operation

Revised-10/01/07

Responses of Emergency Vehicles are not always performed in ideal situations. Inclement weather conditions will always present an extreme hazard for drivers of large apparatus. Wet Application Skid Control teaches the driver the limitations of the apparatus he/she may be driving when faced with this situation.

As in the Controlled Braking, the driver develops the ability to achieve maximum braking while still being able to control the vehicle. Combine this with wet/slick surfaces and the attempt becomes almost senseless. Wheel lock up occurs almost immediately, therefore the driver must learn the reactions the apparatus will display when faced with the above scenarios. The driver will learn the proper action to take under these conditions and will react accordingly. Proficiency and competency of skills will be required. Speeds to start are random but progressive according to the skill level of each driver.

**Resources Needed**

# Rescue Operation

Revised-10/01/07

| | |
|---|---|
| 180 | 12" Cones |
| 110 | 18" Cones |
| 40 | 36" Cones |
| 40 | 1"x 4' PVC pipe with couplings (tee and 90° elbow) |
| 8 | 4"x 12" Wooden flags with adjustable clamps for pipe |
| 16 | 18" Cones with wooden bases and support pegs for pipe |
| 8 | 2 Channel radios |
| EA. | Closed course evaluation forms for each student |
| EA. | Over the road forms for each student |
| 1 | Student completion form for that day's training (To be used by the safety officer) |

*15-20 acre driving pad consisting of 8" asphalt over an 8" lime stabilized base. Pad to have all exercises outlined for easy set up and removal.
*Pick/up - for safety officer to address the safety of the operation and for transportation of the equipment.
*Rescue - 1 for the over-the-road exercise.
*Rescue - 1 for each 2 students in ½ of the training class
*ABS equipped sedan - 1 for each 2 students in ½ of the training class
*Certified ADT Instructors – 1 for each 2 students
*Safety officer

**Closed Course Outline**

*Las Vegas Fire & Rescue*

***ADVANCE DRIVER TRAINING PROGRAM***

*Lesson Plan*

Rescue Operation Revised-10/01/07

| Required Time Frame | Topic Outline | Teaching Aids and References |
|---|---|---|
| Closed Course – Day 1 | | |
| 10 Min. | Driver Preparation | GM Training Manual |
| 55 Min. | Serpentine Exercise (progressively 45', 55' and 60' starting with 45') | Course Drawings/Set-up, Course Validation, GM Training Manual |
| 5 Min. | Break | |
| 55 Min. | Evasive exercise (using progressive speeds of 2 mph starting at 25 mph) | Course Drawings/Set-up, Course Validation, GM Training Manual |
| 5 Min. | Break | |
| 55 Min. | Controlled Braking – using progressive speeds of 2 mph starting at 25mph | Course Drawings/Set-up, Course Validation, GM Training Manual |
| 5 Min. | Break | |
| 55 Min. | Offset Alley exercise (first forward than reverse) | Course Drawings/Set-up, Course Validation |
| 5 Min. | Break | |
| 55 Min. | Hammerhead exercise | Course Drawings/Set-up, Course Validation |

**Closed Course Outline**

## Rescue Operation

Revised-10/01/07

| Required Time Frame | Topic Outline | Teaching Aids and References |
|---|---|---|
| Closed Course – Day 2 | | |
| 55 Min. | Zig-Zag exercise | Course Drawings/Set-up, Course Validation |
| 5 Min. | Break | |
| 20 Min. | Alley Dock exercise | Course Drawings/Set-up, Course Validation |
| 5 Min. | Break | |
| 35 Min. | Off-road Recovery (using Progressive speeds of 2 mph Starting at 30 mph) | Course Drawings/Set-up, Course Validation, GM Training Manual, NV CDL Manual |
| Over the road evaluations is only performed following the successful passing of the prior day's training and evaluations. | | |
| 60 Min. (minimum) | Over the Road | Course Validation, NV CDL Manual |

**Closed Course Outline**

*Las Vegas Fire & Rescue*

***ADVANCE DRIVER TRAINING PROGRAM***

*Lesson Plan*

Rescue Operation Revised-10/01/07

| Required Time Frame | Topic Outline | Teaching Aids and References |
|---|---|---|
| Classroom – Day 3 – Wet Application Skid Control | | |
| 20 Min. for each exercise | Non ABS and ABS or Anti-lock Braking using the following Exercises:<br>- Evasive<br>- Controlled Braking<br>- Split Coefficient<br>- Lane Change<br>- Incipient Skid Stopping<br>- Secondary Braking System (i.e. Telma, Jake, Allison retarder) | Course Drawings/Set-up, Course Validation, GM Training Manual |
| 20 Min. | Circular Skid (radius turn maneuver) - begin at 25 mph progressing 2 mph until loss of control is reached through normal travel | Course Drawings/Set-up, Course Validation, GM Training Manual |
| 60 Min. | Over the road evaluation | NDOT CDL Manual, LVFR Drivers Manual |

Note:

* The instructor will explain each exercise to ensure the student knows the basic techniques.
* The instructor will demonstrate all exercises before the student's practice and skills evaluations
* Following demonstration by the instructor, the student assumes the driving position, enters the course at the same speed determined by the instructor, and follows the same path used in the demonstration or as required by the specific exercise
* The student will continue in the exercise until satisfaction of skills are realized
* During any of the braking exercises, the student will demonstrate satisfactory skills at using ABS brakes after non-ABS evaluations are finished

## NARRATIVE

**Driver Preparedness**

*Las Vegas Fire & Rescue*

***ADVANCE DRIVER TRAINING PROGRAM***

*Lesson Plan*

# Rescue Operation

Revised-10/01/07

In vehicle set up:

* Adjust seat for maximum freedom
* Arms should be away while slightly bent
* Hand placement @ "9-3"
  -- Flat steering wheel-- "9-3" with a hand drop technique & hand over hand
* Sit upright in the back of the seat
* Adjust mirrors accordingly
* #1 priority ----- SEAT BELTS
* Heel of foot should be positioned so that the ball of the foot is used to depress the throttle or brake without lifting. Preferably beneath the right side of the brake pedal
* Familiarize yourself with instrument panel

9-3" Hand Placement:

* Provides greater maneuverability
  -- Full 180-degree turn without moving hands
  -- 85% of incidents can be corrected this way
* Eliminates the frequent use of hand over hand steering
  -- This leads to over-steering
* Eliminates body lean or sway
  -- Keeps driver upright
* Placement of hands/fingers/arms
  -- Hold with thumbs only - release fingers naturally when executing a maneuver
  -- Stiff handling (arms) slows the steering effort

**Exercise execution**

## Serpentine

1. I.D. the course (explain cone position and spacing)
2. Run parallel to the course
3. Set speed -- +/- 2 mph
4. NO BRAKING
5. Align with 1st cone -- 3-4 ft. out

6. Make a 90° (when driver feels he/she has cleared the cone)
   * watch for correct 90°

## Rescue Operation

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7. Full 180° turn using the hand drop technique and hand over hand
8. Space evenly on each cone
9. Will have to apply slight throttle pressure to keep speed up - due to cornering forces

*Instructor Tips:*

- The vehicle approaches the cones parallel to them and goes around the first cone as though it was in the middle of the course.
- Hand position remains at 9-3 using hand drop or hand over hand steering throughout the course, if physically possible.
- Steering movements are smooth, continuous and even in both directions.
- Speed is lost at each cone due to cornering. Throttle pressure must be increased to maintain a constant speed.
- Stay close to the cones. The student may have to knock some down in order to learn how to position the vehicle relative to them.
- Staying close to the cones keeps the vehicle in a straight a line as possible. This minimizes steering movement, which reduces the need to increase throttle pressure.
- Speed: For the first time student, 15 mph is fast enough. Maximum speed will depend on the space available and safety considerations. However, it is not necessary to exceed 25 mph to accomplish the goals of this exercise.
- As speed is increased, it will be necessary to steer sooner as the vehicle approaches the cones.
- Watch the student carefully throughout the exercise. Inform the student of what they are doing right and wrong and show or tell the student how to make corrections
- Correct the student's errors as they happen. It may be necessary to talk them through the exercise.
- Operational Checklist:
  - ☞ Entry speed
  - ☞ Hand position
  - ☞ Position of vehicle at beginning of course
  - ☞ Closeness of vehicle to cones
  - ☞ Smoothness of steering
  - ☞ Use of throttle
  - ☞ Exit Speed

*Common Errors:*

Rescue Operation Revised-10/01/07

- Enters the course too fast
- Attacks the first cone at an angle rather then in a line parallel with the course
- Fails to maintain speed and/or changes speed abruptly
- Passes too far from the cones
- Steering errors:
  - ☞ Does not steer enough to avoid cones with the front of the vehicle
  - ☞ Steers too soon, striking the adjacent cones with the rear of the vehicle
  - ☞ Does not steer continuously and strikes the next cone with front of the vehicle

Note:

* The instructor will explain each exercise to ensure the student knows the basic techniques.
* The instructor will demonstrate all exercises before the student's practice and skills evaluations
* Following demonstration by the instructor, the student assumes the driving position, enters the course at the same speed determined by the instructor, and follows the same path used in the demonstration or as required by the specific exercise
* The student will continue in the exercise until satisfaction of skills is realized
* (Where applicable) During any of the braking exercises, the student will demonstrate satisfactory skills at using ABS brakes after non-ABS evaluations are finished

## Reverse Serpentine

1. Begin at the left side of the first cone, parallel with the course, and begin backing.
2. Speed should remain comfortable and consistent.
3. As rescue begins to pass the first cone, the driver should make a safe and easy turn in the direction the rescue needs to go.
4. As the rescue passes the cone, the driver slowly corrects steering to return to straight
5. The driver should look to the opposite rear view mirror and note the position of the next cone.
6. Approaching the cone, the driver begins to turn the steering wheel in the direction needing the rescue to go.
7. As the rescue passes the cone, the driver slowly corrects steering to return to straight position.
8. When that cone leaves the view of the driver’s mirror, the driver should then look to the opposite mirror or other side of the rescue and watch for the cone to come into view.
9. Repeat steps 3-8 until completion of the exercise.

*Instructor Tips:*

- The vehicle approaches the cones parallel to the exercise.
- Steering movements are smooth, continuous and even in both directions.

# Rescue Operation

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- Stay close to the cones at approximately 3-4 feet. The student may have to knock some down in order to learn how to position the vehicle relative to them.
- Staying close to the cones keeps the vehicle in a straight a line as possible. This minimizes steering effort.
- Speed: What the student feels comfortable with, but at all times continuous
- Watch the student carefully throughout the exercise. Inform the student of what they are doing right and wrong and show or tell the student how to make corrections.
- Correct the student's errors as they happen. It may be necessary to talk them through the exercise in the beginning.
- Operational Checklist:
  - ☞ Entry speed
  - ☞ Hand position
  - ☞ Position of vehicle at beginning of course
  - ☞ Closeness of vehicle to cones
  - ☞ Smoothness of steering
  - ☞ Exit speed

*Common Errors:*

- Enters the course too fast
- Attacks the first cone at an angle rather then in a line parallel with the course
- Fails to maintain speed and/or changes speed abruptly
- Passes too far from the cones
- Steering errors:
  - ☞ Does not steer enough to avoid cones with the rear of the trailer
  - ☞ Steers too soon, striking the adjacent cones with the rear of the trailer
  - ☞ Does not steer continuously and strikes the next cone with rear of the trailer.
  - ☞ Returns to straight to soon and strikes the original cone with the front of the rescue.
  - ☞ Provides too much steering.

Note:

* The instructor will explain each exercise to ensure the student knows the basic techniques
* The instructor will demonstrate all exercises before the student's practice and skills evaluations

* Following demonstration by the instructor, the student assumes the driving position, enters the course at the same speed determined by the instructor, and follows the same path used in the demonstration or as required by the specific exercise
* The student will continue in the exercise until satisfaction of skills are realized
* (Where applicable) During any of the braking exercises, the student will demonstrate

satisfactory skills at using ABS brakes after non-ABS evaluations are finished

## Evasive

1. I.D. the course (barrier cones)
2. Center vehicle in the 12' lane
3. On a cue of "Left" or "Right",
   a. Release throttle
   b. NO BRAKING
   c. APPROX. 180° turn using the hand drop technique
   d. Steer back APPROX. 180° using hand drop and hand over hand
      * Quick snap of the steering wheel will correct any fish tail
   e. Once committed - don't change mind
   f. Use what steering is required to accomplish the task

*Instructor Tips:*

- The student may tend to guess the direction the instructor will call. It is more important to make the maneuver without striking cones than to go the called direction. If guessing is a problem to the extent that the student is not learning, it may be necessary to alter the procedures to meet the needs of the student.
- Watch the student carefully throughout the exercise. Inform the student of what they are doing right and wrong and show or tell the student how to make corrections.
- Approaching the cue point, the student may tip off an unconscious intention toward one exit lane. Watch for shifting, leaning, or movement of the steering wheel, all in the intended direction. These cues can be used to make the exercise easier or more difficult, according to the needs of the students.
- Have the student obtain the desired speed as quickly as possible and then hold the throttle steady. This will allow them to concentrate on the driving tasks.
- Speed: 25 mph to start. Increase speed on approximately 2-3 mph increments as student goes through course without striking cones. Increase the speed until the limit of capability of the student is reached and/or the limitations of the vehicle.
- If a student strikes cones on two or three consecutive passes at the same speed, increase the distance of the cue until successful, then build up again.
- Slight variations from the desired speed can be compensated for by adjusting the timing of the cue.

- Operational Checklist:
  - ☞ Hand position
  - ☞ Speed
  - ☞ Location of cue cone
  - ☞ Student's movements: Hands, body, and feet

- ☞ Timing of steering
- ☞ Cones struck
- ☞ Release of throttle

· To help keep the student from guessing the direction, it may help to have them concentrate on a fixed point some distance beyond the barrier rather than on the barrier itself.
· Correct the student's errors as they happen. It may by necessary to talk them through the exercise.

*Common Errors:*
· Steer in the wrong direction
· Starts to steer in the wrong direction and then tries to recover.
· Steering movements are too slow.
· Does not release the throttle or applies more throttle.
· Improper hand position - hand(s) moves to different position on steering wheel or does not complete a hand drop technique.
· Uses the brakes

Note:
* The instructor will explain each exercise to ensure the student knows the basic techniques.
* All exercises will be demonstrated by the instructor before the student's practice and skills evaluations
* Following demonstration by the instructor, the student assumes the driving position, enters the course at the same speed determined by the instructor, and follows the same path used in the demonstration or as required by the specific exercise
* The student will continue in the exercise until satisfaction of skills are realized
* (Where applicable) During any of the braking exercises, the student will demonstrate satisfactory skills at using ABS brakes after non-ABS evaluations are finished

## Controlled Braking

1. I.D. the course (barrier cones)
2. Set speed -- start at 25 mph
3. Decide ahead of time on the lane choice
4. Cue on a command of "NOW"

## Rescue Operation

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5. Maintain foot position at all times before the "cue" command
6. On cue -- apply constant/even pressure on the brake pedal
   a. The ball of the foot is the sensitivity point
   b. If lock-up occurs - release slightly - DO NOT PUMP
      * Locked wheels make controlled steering impossible
   c. Brake and steer simultaneously - hand drop technique initially
      * Hand over hand steering after passing the barrier
      * Driver should be focusing on the stopping point
7. I.D. on-coming lane cones and return hand over hand to original lane
8. Stop with the entire rescue parallel with the course and the driver's shoulders equal with the exit cones before exiting

*Instructor Tips:*

- Controlled braking can be either accomplished with the right or left foot.
- Watch for foot and hand movements that are made before the cue is given.
- Speed: Range for effective teaching is 25-45 mph.
- Do not permit a left foot braker to cover the brake pedal with their left foot when that is not their normal highway driving habit.
- The cue distance can be shortened if the vehicle has not attained the desired speed at the normal cue point.
- Have the student attain the desired speed as quickly as possible and then hold the throttle steady.
- Watch the student throughout the maneuver. Inform the student of what they are doing right and wrong, and show or tell the student how to make corrections.
- It is important to reset the cones in the first barrier each time they are struck.
- Correct the student's errors as they happen. It may be necessary to talk students through the exercise.
- Point out that, in making quick stops in a real situation, the driver needs to be aware of traffic behind them and not to block traffic unnecessarily by their braking action.
- Operational Checklist:
  - ☞ Speed
  - ☞ Hand position
  - ☞ Location of cue cone
  - ☞ Early foot movement
  - ☞ Early steering
  - ☞ Timing of steering and braking
  - ☞ Control of steering movement
  - ☞ Foot control while braking
  - ☞ Response of vehicle to steering and braking inputs

- ☞ Cones struck

*Common Errors:*

- Locks the wheels and does not ease off the brake pedal to let the wheels roll again or releases the brake pedal completely.
- Does not brake soon enough.
- Anticipates the cue by moving a foot toward the brake pedal and/or by steering slightly.
- Forgets to brake, usually after having just completed the evasive exercise.
- Does not steer far enough to the left to miss barrier.
- Does not coordinate braking and steering.
- Does not release the throttle.
- Loses control of the steering wheel.
- Leaves vehicle partially in left lane when stopped

Note:

* The instructor will explain each exercise to ensure the student knows the basic techniques.
* All exercises will be demonstrated by the instructor before the student's practice and skills evaluations
* Following demonstration by the instructor, the student assumes the driving position, enters the course at the same speed determined by the instructor, and follows the same path used in the demonstration or as required by the specific exercise
* The student will continue in the exercise until satisfaction of skills are realized
* (Where applicable) During any of the braking exercises, the student will demonstrate satisfactory skills at using ABS brakes after non-ABS evaluations are finished

## Hammerhead

1. I.D. the course (barrier cones and poles/flags
2. After entering, make a left turn
3. Proceed to the corner of the exercise and prepare to back into the simulated driveway
4. After completed, drive to the opposite end, and make the same maneuver. This time backing into the simulated alley

5. Proceed to the original driveway and pull into this forward
6. Reverse out and proceed to the other end making the same maneuver into the simulated alley
7. After which the student exits the exercise
   * Speed is relative to the exercise and determined by the driver

# Rescue Operation

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Note:
* The instructor will explain each exercise to ensure the student knows the basic techniques.
* All exercises will be demonstrated by the instructor prior to the student's practice and skills evaluations
* Following demonstration by the instructor, the student assumes the driving position, enters the course at the same speed determined by the instructor, and follows the same path used in the demonstration or as required by the specific exercise
* The student will continue in the exercise until satisfaction of skills are realized
* (Where applicable) During any of the braking exercises, the student will demonstrate satisfactory skills at using ABS brakes after non-ABS evaluations are finished

## Offset Alley

1. I.D. the course
2. Enter first from the end opposite the "J"
3. Proceed through course and stopping within 18" of the end cone
4. Reverse through course and stopping within 18" of the beginning cone
   * Speed is relative to the exercise and determined by the driver

Note:
* The instructor will explain each exercise to ensure the student knows the basic techniques.
* All exercises will be demonstrated by the instructor prior to the student's practice and skills evaluations
* Following demonstration by the instructor, the student assumes the driving position, enters the course at the same speed determined by the instructor, and follows the same path used in the demonstration or as required by the specific exercise
* The student will continue in the exercise until satisfaction of skills are realized
* (Where applicable) During any of the braking exercises, the student will demonstrate satisfactory skills at using ABS brakes after non-ABS evaluations are finished.

## Alley Dock

1. I.D. the course
2. Prepare to enter alley so that a backing maneuver is initially made to the driver's side. Once completed satisfactorily, back to the right, blind side
3. Back the vehicle into the simulated alley using mirrors.

- If the driver's head is out of the window, then proper use of the passenger side mirror can not be used. This is permissible as long as the driver watches both mirrors and does not leave the driver's seat.

4. Speed is relative to the course and is set by the driver.

*Instructor Tips:*

· Driver should watch the corner cones of the dock until both come into view in the mirror
· To assist in backing, the driver should visualize a barrier cone approximately three feet out from the corner of the dock. This will help to position the rescue so that a straighter approach is possible and allows the driver to see the entire dock.
· As the driver backs slowly; steering inputs should be slow.
· As the driver backs quickly, faster steering inputs may be necessary.
· Instructor should stand adjacent to the driver's door to facilitate instructions to the driver and to watch for obstacles in or around the course.

Note:

* The instructor will explain each exercise to ensure the student knows the basic techniques.
* All exercises will be demonstrated by the instructor before the student's practice and skills evaluations
* Following demonstration by the instructor, the student assumes the driving position, enters the course at the same speed determined by the instructor, and follows the same path used in the demonstration or as required by the specific exercise
* The student will continue in the exercise until satisfaction of skills are realized
* (Where applicable) During any of the braking exercises, the student will demonstrate satisfactory skills at using ABS brakes after non-ABS evaluations are finished

## Zig-Zag

1. I.D. the course
2. Enter through either end of the course
3. Proceed to the left and enter the first simulated apparatus door
   - it is beneficial to enter the gate so that the right, rear tire(s) are approximately 8" from the base of the cone and the vehicle is parallel to the course. This puts the vehicle in the proper position to enter the next gate.
4. Proceeding through to the right, the driver enters the next gate.
5. Proceed in a zig-zag fashion until exiting out the other end of the exercise.
6. The driver then stops and reverses through the exercise using the same zig-zag fashion.
7. The driver stops after exiting through the original starting position.

Note:

## Rescue Operation

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* The instructor will explain each exercise to ensure the student knows the basic techniques.
* All exercises are demonstrated by the instructor before the student's practice and skills evaluations
* Following demonstration by the instructor, the student assumes the driving position, enters the course at the same speed determined by the instructor, and follows the same path used in the demonstration or as required by the specific exercise
* The student will continue in the exercise until satisfaction of skills are realized
* (Where applicable) During any of the braking exercises, the student will demonstrate satisfactory skills at using ABS brakes after non-ABS evaluations are finished

## Off-road Recovery

1. I.D. the course
2. The student approaches the course at the speed identified by the instructor
3. The student drops one side of the vehicle off of the road edge and positions the vehicle so that the off-road wheels have room to turn without scrubbing the curb.
4. Turn the wheel ¼ turn toward the road.
5. When the student hears or feels the front tire hit the curb, straightens the vehicle so that it stays in its lane.
6. Make a U-turn and approach the course from the opposite direction
7. Perform the same maneuver
8. Make a U-turn and approach the course from the opposite direction
9. Drive the entire vehicle off the roadway and positions the vehicle so that the off-road wheels have room to turn without scrubbing the curb.
10. Turn the wheel ¼ turn toward the road
11. When the student hears or feels the last rear tire hit the curb, straightens the vehicle so that it stays in its lane .
12. Make a U-turn and approach the course from the opposite direction
13. Drive the entire vehicle off the roadway and positions the vehicle so that the off-road wheels have room to turn without scrubbing the curb.
14. Turn the wheel ¼ turn toward the road
15. When the student hears or feels the last rear tire hit the curb, straightens the vehicle so that it stays in its lane.

*Instructor Tips*:

· Be sure to watch the student's steering motions closely to determine the amount and timing of their steering inputs. Inform the student of what they are doing right and wrong, and show or tell the student how to make corrections.

· Until the student is familiar with the exercise, they should be cued when to make the

recovery. After that the student can initiate the maneuver at his/her own discretion.

- Correct the student's errors as they happen. It may be necessary to talk students through the exercise.
- It is not necessary to center the vehicle over the road edge in order to give the tire enough space to turn. The shoulder may not be wide enough to do that. Just enough space is needed between the curb and the off-road tire for the tread, rather than the sidewall, to contact the curb when the recovery is made.
- 45 – 90 degree of steering input is all that is needed to make a recovery.
- The greater the curb height and/or the closer the tire is to the curb, the greater the amount of steering and the quicker the steering wheel needs to be turned in order to recover the roadway.
- If the student turns the steering wheel to maintain lane position before the front tire strikes the curb, there is the possibility that the front tire will climb the curb and the rear tire will not. The rear tire can then scrub, causing a problem.
- The maneuver can be accomplished easily with the 9-3 hand position.
- Speed: Start at 30 mph. Increase in 5 mph steps as the student progresses until the limit of capability of the student or course is reached.
- Operational Checklist:
  - ☞ Hand Position
  - ☞ Timing of steering to maintain lane
  - ☞ Speed
  - ☞ Releases accelerator
  - ☞ Position of vehicle to curb
  - ☞ Amount of steering to recover road

*Common Errors*:

- Does not allow sufficient space between the curb and the tire for the tire to assume the angle needed to come up over the curb without scrubbing.
- Applies the brakes
- Does not release throttle or accelerates.
- Steer too slowly. This can cause the tire to scrub resulting in an improper recovery.
- Steers more than necessary to make the vehicle recover the roadway

Note:

* The instructor will explain each exercise to ensure the student knows the basic techniques.
* All exercises will be demonstrated by the instructor prior to the student's practice and skills evaluations
* Following demonstration by the instructor, the student assumes the driving position, enters the course at the same speed determined by the instructor, and follows the same path used in

the demonstration or as required by the specific exercise
* The student will continue in the exercise until satisfaction of skills are realized
* (Where applicable) During any of the braking exercises, the student will demonstrate satisfactory skills at using ABS brakes after non-ABS evaluations are finished

## Split Coefficient

1. I.D. the course
2. The student enters onto the skid pad at a predetermined speed with ½ of the vehicle on the pad and ½ on dry surface
3. The student attempts to stop the vehicle without wheel lock-up or using the ABS brakes
4. The student releases the throttle, steers to keep the front of the vehicle pointed straight, and controls any skid.
5. This is done from both ends of the skid pad

Note:
* The instructor will explain each exercise to ensure the student knows the basic techniques.
* All exercises will be demonstrated by the instructor prior to the student's practice and skills evaluations
* Following demonstration by the instructor, the student assumes the driving position, enters the course at the same speed determined by the instructor, and follows the same path used in the demonstration or as required by the specific exercise
* The student will continue in the exercise until satisfaction of skills are realized
* (Where applicable) During any of the braking exercises, the student will demonstrate satisfactory skills at using ABS brakes after non-ABS evaluations are finished

## Lane Change

1. I.D. the course
2. The student enter the skid pad at a predetermined speed
3. After the entire vehicle is on the skid pad, the student makes a lane change
4. The student releases the throttle, steers to keep the front of the vehicle pointed straight into the chosen lane of travel, and controls any skid.
5. Lane changes are made both to the left and right.

Note:
* The instructor will explain each exercise to ensure the student knows the basic techniques.
* All exercises will be demonstrated by the instructor prior to the student's practice and skills evaluations
* Following demonstration by the instructor, the student assumes the driving position, enters the course at the same speed determined by the instructor, and follows the same path used in

the demonstration or as required by the specific exercise
* The student will continue in the exercise until satisfaction of skills are realized
* (Where applicable) During any of the braking exercises, the student will demonstrate satisfactory skills at using ABS brakes after non-ABS evaluations are finished

## Incipient skid stopping

1. I.D. the course
2. The student enter the skid pad at a predetermined speed
3. After the entire vehicle is on the skid pad, the student makes a stop without locking up the wheels
4. The student releases the throttle, steers to keep the front of the vehicle pointed straight, and controls any skid.
5. Speeds are gradual and progressive

Note:
* The instructor will explain each exercise to ensure the student knows the basic techniques.
* All exercises will be demonstrated by the instructor prior to the student's practice and skills evaluations
* Following demonstration by the instructor, the student assumes the driving position, enters the course at the same speed determined by the instructor, and follows the same path used in the demonstration or as required by the specific exercise
* The student will continue in the exercise until satisfaction of skills are realized
* (Where applicable) During any of the braking exercises, the student will demonstrate satisfactory skills at using ABS brakes after non-ABS evaluations are finished

## Secondary braking systems: (i.e. engine, exhaust, driveline, and transmission retarders)

1. The secondary braking system on the vehicle is demonstrated by the instructor after the entire vehicle is on the skid pad. No brakes are used.
2. The student then demonstrates the same system with progressive speeds until loss of control.
3. This helps the student realize to what point the vehicle is stable using that particular braking

system under inclement weather conditions.

Note:
* The instructor will explain each exercise to ensure the student knows the basic techniques.
* All exercises will be demonstrated by the instructor before the student's practice and skills evaluations

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* Following demonstration by the instructor, the student assumes the driving position, enters the course at the same speed determined by the instructor, and follows the same path used in the demonstration or as required by the specific exercise
* The student will continue in the exercise until satisfaction of skills are realized
* (Where applicable) During any of the braking exercises, the student will demonstrate satisfactory skills at using ABS brakes after non-ABS evaluations are finished

## Circular Skid: (radius turn maneuver)

1. I.D. the course
2. Begin at 25-mph progressing 2 mph until loss of control is reached through normal travel
3. Turns are made after the entire vehicle is on the skid pad
4. Turns are made both left and right.

*Instructor Tips:*

- It is necessary to very closely observe the student's hand movements as they correct the skid. Inform the student what they are doing right and wrong, and show or tell the student how to make corrections.
- Listen to the sound of the engine to determine if the student has released the throttle or has accelerated.
- Give the student simple, single skids to start.
- Correct the student's errors as they happen. It may be necessary to talk students through the exercise.
- Make sure the student starts with the 9-3 hand position, but changes to the hand-drop or hand-over-hand method if necessary.
- Vary the exercise so that the student does not develop a conditioned response to the skid.
- Watch for foot movement to determine if the student has a tendency to use the brakes.
- Several factors determine how severe the student's skid will be: Speed, the angle of entry of the vehicle onto the skid surface (the greater the angle, the more severe the skid), and the length of time the instructor keeps the wheel(s) locked.
- Speed: On a slick surface, skid control can be taught from 25 mph. Start at the lower speed and work up gradually as the skill of the student would indicate.
- Operational Checklist:
  - ☞ Speed
  - ☞ Hand position
  - ☞ Amount of steering used to drive curved path
  - ☞ Angle of the path of the vehicle on the skid surface
  - ☞ Hand movement in correcting skid
  - ☞ Response time of the student
  - ☞ Timing of counter steering

- ☞ Returns to 9-3 hand position

*Common errors:*

- Responds slowly to the first skid, allowing the vehicle to go beyond the point of control.
- Does not steer enough to control the skid
- Over-responds to the skid by turning the steering wheel too much, possibly causing a second skid.
- Starts the counter steer too late after the initial correction.
- Does not use hand-over-hand steering if more than 180 degree of steering is achieved and then momentarily stops steering. This causes the student to be very slow in applying additional steering and may result in the vehicle skidding out of control.
- Takes both hands off the steering wheel at the same time or shuffle steers.
- Does not ease up on the accelerator.
- Tries to control the skid by using the accelerator or accelerates unknowingly.
- Applies the brakes possibly locking the wheels, unless vehicle has ABS.
- Cannot distinguish which direction the vehicle is skidding and does nothing.
- Steers with one hand only.
- Steers in the wrong direction.

Note:

* The instructor will explain each exercise to ensure the student knows the basic techniques.
* All exercises will be demonstrated by the instructor prior to the student's practice and skills evaluations
* Following demonstration by the instructor, the student assumes the driving position, enters the course at the same speed determined by the instructor, and follows the same path used in the demonstration or as required by the specific exercise
* The student will continue in the exercise until satisfaction of skills are realized
* (Where applicable) During any of the braking exercises, the student will demonstrate satisfactory skills at using ABS brakes after non-ABS evaluations are finished

## **Air Brake Test**:

1. Check Air Compressor Governor Cut-in and Cut-out Pressures
   a. With engine on and air tank full, reduce air pressure by pumping service brake pedal. At idle, the air governor should cut-in at about 100 psi. and cut-out the air compressor at about 120-125 psi.

## Rescue Operation

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2. Air tanks full, batteries/ignition on, engine off, wheels chocked or on flat ground.

3. Release the parking brake and time the air pressure drop
   a. loss rate should be less than 2 psi in 1 minute for single vehicles and less than 3 psi in 1 minute for combination vehicles

4. Apply foot pressure of 90 psi or more to the service brake pedal
   a. after the initial drop, pressure should not drop more than 3 psi in 1 minute for single vehicles or more than 4 psi for combination vehicles

5. Test Low Pressure Warning Signal
   a. Continue reducing air tank by pumping brake pedal
   b. low pressure warning signal must come on before reaching less than 60 psi (or tank with the lowest air pressure in dual systems)

6. Check That the Spring Brakes Come on Automatically
   a. Continue reducing air tank by pumping brake pedal
   b. "Parking Brake" knob should pop out when the air pressure falls to within 20-40 psi

7. Check Rate of Air Pressure Buildup
   a. Engine on and at operating Rpm's
   b. Pressure should build from 85-100 psi within 45 seconds in dual air systems
   c. Pre-1975, typical requirements are from 50-90 psi within 3 minutes at idle speed

8. Test Parking Brake
   a. With parking brake on, gently pull forward or backward (based on location of wheel chocks) to see if parking brake will hold. Only mild throttle pressure is needed.
   ** Too much throttle pressure can damage driveline.

9. Test Service Brakes
   a. Release parking brake, slowly move forward or backward (based on location of wheel chocks) and apply service brakes.

10. Check Manual Slack Adjusters on S-Cam Brakes
    a. Park on level ground, wheels choked, keys in pocket
    b. Push in parking brake
    c. Pull on each slack adjuster
       > should not move more than 1 inch where the push rod attaches
       > since parking brakes only affect the rear brakes, the front slack adjusters can be

checked at any time during the pre-trip inspection.

## Hydraulic Brake Test

Test Brake Cylinder Leakage Rate

With engine off:

1. Pump the brake pedal three times, and then hold it down for five seconds. The brake pedal should not move during the five seconds.

Test Parking Brake

1. Parking brake on, gently pull forward to test if parking brake will hold

Test Service Brakes

1. Release parking brake, slowly move forward and apply brake pedal

*Las Vegas Fire & Rescue*
***ADVANCE DRIVER TRAINING PROGRAM***
*Lesson Plan*

# ENGINE (PUMPER) OPERATIONS

**Revised 10/01/07**

## Class Description

To provide a detailed and comprehensive driver training program for all pumper operators with emphasis on safety and driving skills under most all driving conditions. In addition, after completing the Advanced Driver Training (ADT) program, to teach all vehicle operators to respond as quickly and correctly as possible in an emergency situation.

Las Vegas Fire & Rescue (LVFR) uses standards set forth by National Fire Protection Association, 1002 Standard for Driver Apparatus, Commercial Drivers License (CDL), Nevada Department of Transportation, General Motors Advanced Driver Training, National Highway Traffic and Safety Administration, and the Occupational Health and Safety Administration programs.

All driving instructors are certified through General Motors Desert Proving Grounds, Advanced Driver Training program.

This thereby becomes the Standard for Las Vegas Fire & Rescue (LVFR).

## Learning Competencies

Vehicle and apparatus drivers must possess both driving skill and proper attitude in order to drive safely and professionally. Many drivers believe that years of experience will see them through every situation. However, experience alone is not enough. Continuing education, classroom work, and "hands-on" driving must supplement it.

Fire apparatus are not designed for high-speed handling. A sports car will stop easier, sway less while turning, and handle better because it has less inertia to overcome due to it's lighter weight and low center of gravity. In learning to drive top-heavy apparatus, drivers must learn to compensate for the added inertia. Decreased speed, practice, increased awareness, as well as anticipation of traffic signals and the actions of others accomplish this. Couple defensive driving skills with repetitive training in Advanced Driver Training (ADT) techniques for collision avoidance and the driver will learn to avoid a critical situation by taking the proper action without conscious thought.

All of the exercises/maneuvers listed below can and are sometimes used everyday by drivers of commercial vehicles. Below is a definitive reason for the use of each exercise and the learning competencies gained by each driver successfully passing the Advanced Driver Training Program through the Las Vegas Fire & Rescue.

# ENGINE (PUMPER) OPERATIONS

**Revised 10/01/07**

Serpentine - The serpentine exercise helps acquaint the driver with the vehicle's turning capabilities. The controls stressed in the exercise are basic to all driving situations. The purpose is to develop a sense of unity and control with the vehicle, learn proper timing of steering inputs and throttle controls, and spatial references (the relationship of a fixed object to that of a moving object). 9-3 hand position on the steering wheel, smoothness, timing, and rhythm are stressed in this exercise along with hand-drop steering are the basics of Advanced Driver Training techniques.

Reverse Serpentine - Backing a vehicle through the reverse serpentine helps to acquaint the driver to spatial references. In doing so, the driver learns the use of outside and inside rear view mirrors.

Evasive maneuver - This is designed to teach an alternative to panic braking in an emergency situation. This exercise teaches that less distance is needed to steer a vehicle around an object than is used when panic stopping before striking it. This demonstrates the maneuvering capability and stability of the vehicle while teaching the driver his/her own capabilities and limitations in making the maneuver.

Controlled braking - This helps the driver to develop the ability to achieve maximum braking while still being able to control the direction of the vehicle. During wheel lock-up, inability to maneuver/steer the vehicle is experienced. The driver is trained to regain directional control of the vehicle as soon as possible after a skid/lock-up has occurred, return the vehicle back into the original lane, and stop before the vehicle enters the simulated intersection.

Alley Dock - This teaches the driver to correctly position, back, and turn around a pumper. When driving a pumper, the driver must know the correct position of both the front and rear bumpers so as to be able to correctly place that vehicle into position when spotters are not available. The latter is not advisable; however there are times when it becomes necessary to do so and the driver must be able to demonstrate this without challenge.

Zig-Zag – The Zig-Zag is a modified serpentine exercise that incorporates the use of additional cones and barrier piping to represent obstructions. In this exercise, the driver learns of the position and clearance of all parts of the vehicle. All barrier piping simulates apparatus door widths and vehicle heights. Wooden flags represent overhangs and obstructions at outside rear view mirror heights and above. The driver gains knowledge and understanding of apparatus turning radius while learning to use outside rear view mirrors. Steering inputs forward are different than that of reverse, because the steering components are in front as opposed to the rear. Compensations in tuning radius must be made by the driver due to the differences.

# ENGINE (PUMPER) OPERATIONS

**Revised 10/01/07**

180 Degree Turn – In this exercise, all drivers learn where the location is of the corners of the vehicles front and rear bumpers. Drivers tend to over/under compensate for bumper placements due to lack of awareness.

Over the road - In compliance with Nevada Commercial Motor Vehicle testing, drivers are evaluated on the skills they possess and are properly instructed in defensive driving. Defensive driving skills are to be used at all times so that the driver does not have to react to an incident using a collision avoidance maneuver. Among other things, drivers will be shown proper lane changes, stop points on roadway intersections, freeway, residential, and city traffic driving, proper use of mirrors and signaling, spacing between vehicles, and the use and appropriate application of secondary braking systems. Standard Operating Procedures and driving rules and regulations are discussed at this time. The driver must demonstrate the ability to back into alleyways, parking spaces, apartment complexes, and driveways as required by the instructor. The Over-the-road testing period is a pass/fail evaluation. The use of defensive driving skills during all facets of the evaluation period is mandatory by the driver and failure to exhibit any of these skills will mean failure of the over the road section and may also lose certification from Las Vegas Fire & Rescue.

Off-road Recovery - The purpose is to give the driver an understanding of the problems involved with, and to develop the driver's skills in making an off-road recovery over a curb or back onto the driving portion of the roadway at operating speeds. Too much steering input may cause the vehicle to cross over its lane into the adjacent one and possibly off the road on the other side before the driver can regain control of the vehicle. Not enough steering input will leave the vehicle on the shoulder possibly facing a parked car, bridge abutment or worse. This exercise teaches the driver to make a safe return to the roadway when necessary and to avoid a collision.

Wet Application Skid Control

- Non ABS and ABS or Anti-lock braking
- Incipient skid stopping
- Lane Change
- Split Coefficient stopping
- Secondary braking systems (engine, exhaust, driveline, transmission)

Driving pumpers are not always performed in ideal situations. Inclement weather conditions will always present an extreme hazard for drivers of a large apparatus. Wet Application Skid Control teaches the driver the limitations of the apparatus he/she may be driving when faced with this situation.

As in the Controlled Braking, the driver develops the ability to achieve maximum braking while still being able to control the vehicle. Combine this with wet/slick surfaces and the attempt

becomes almost senseless. Wheel lock up occurs almost immediately; therefore the driver must learn the reactions the apparatus will display when faced with the above scenarios. The driver will learn the proper action to take under these conditions and will react accordingly. Proficiency and competency of skills will be required. Speeds to start are random but progressive according to the skill level of each driver.

**Resources Needed**

| | |
|---|---|
| 180 | 12" Cones |
| 110 | 18" Cones |
| 40 | 36" Cones |
| 40 | 1"x 4' PVC pipe with couplings (tee and 90° elbow) |
| 8 | 4"x 12" Wooden flags with adjustable clamps for pipe |
| 16 | 18" Cones with wooden bases and support pegs for pipe |
| 8 | 2 Channel radios |
| EA. | Closed course evaluation forms for each student |
| EA. | Over the road forms for each student |
| 1 | Student completion form for that day's training (to be used by the safety officer) |

*15-20 acre driving pad consisting of 8" thick ¾" asphalt over an 8" lime stabilized base. Pad to have all exercises outlined for easy set up and removal.
*Vehicle for safety officer to address the safety of the operation and for transportation of the equipment and instructors.
*Pumper - One for the over-the-road exercise.
*Pumper - One for each two students in one-half of the training class, at least one should be equipped with ABS.
*ABS equipped sedan - One for each two students in one-half of the training class
*Certified Advanced Driver Training Instructor - One for each two students
*Safety Officer

*Las Vegas Fire & Rescue*
***ADVANCE DRIVER TRAINING PROGRAM***
*Lesson Plan*

# ENGINE (PUMPER) OPERATIONS

**Revised 10/01/07**

**Classroom Outline**

| Required Time Frame | Topic Outline | Teaching Aids and References |
|---|---|---|
| Classroom - Day 1 | | |
| 15 Min. | Legal issues | Handouts, Video |
| 60 Min. | Pre-trip inspection - lecture and hands-on application practice, air brake test | Quantum Pumper, Nevada Commercial Drivers License Manual |
| 5 MIN. | Break | |
| 20 Min. | Code 3 Driving rules and regulations | Standard Operating Procedures, LVFR Driver/Operator Manual |
| 55 Min. | Secondary braking systems, Anti-lock brakes | ABS video, handouts |
| 5 Min. | Break | |
| 30 Min. | Overview of Closed Course and Over the Road evaluations | Forms, overheads, drawings, lecture, NV CDL Manual |

# ENGINE (PUMPER) OPERATIONS

**Revised 10/01/07**

## Closed Course Outline

| Required Time Frame | Topic Outline | Teaching Aids and References |
|---|---|---|
| Closed Course - Day 1 (continued) | | |
| 10 Min. | Driver Preparation | General Motors Advanced Driver Training Course Training Manual |
| 55 min. | Serpentine exercise (progressively 55', 60', and 65' starting with the 55') Forward then Reverse | Course Drawings/Set-up, Course Validation, GM Training Manual |
| 5 Min. | Break | Drivers switch vehicles |
| 55 Min. | Evasive exercise (using progressive speeds of 2 mph starting at 25 mph) | Course Drawings/Set-up, Course validation, GM Training Manual |
| 5 Min. | Break | Drivers switch vehicles |
| 55 Min. | Controlled Braking - using progressive speeds of 2 mph starting at 25 mph)<br>- Student demonstrates proper use of ABS brakes following non-ABS evaluations | Course Drawings/set-up, Course validation, GM Training Manual |
| 5 Min. | Break | Drivers switch vehicles |
| 55 Min. | Zig-Zag exercise | Course Drawings/Set-up, Course Validation |
| 5 Min. | Break | Drivers switch vehicles |
| 55 Min. | Alley Dock exercise | Course Drawings/Set-up Course Validation |

# ENGINE (PUMPER) OPERATIONS

**Revised 10/01/07**

**Closed Course Outline**

| Required Time Frame | Topic Outline | Teaching Aids and References |
|---|---|---|
| Closed Course - Day 2 | | |
| 35 Min. | 180° turn exercise | Course Drawings/Set-up, Course Validation, LVFR Drivers/Ops Manual |
| 55 Min. | Off-road Recovery (using progressive speeds of 2 mph starting at 30 mph) | Course Drawings/Set-up, Course Validation, GM Training Manual |
| 60 Min. | Over the road evaluations | NDOT CDL Manual, LVFR Driver/Ops Manual |

**Closed Course – Day 3 – Wet Application/Skid control**

| Required Time Frame | Topic Outline | Teaching Aids and References |
|---|---|---|
| Application/Skid control<br><br>20 Min. for each exercise | Non-ABS and ABS or Anti-lock braking using the following exercises:<br>- Evasive<br>- Controlled Braking<br>- Split Coefficient<br>- Lane Change<br>- Incipient skid stopping<br>- Secondary braking systems (i.e. driveline, engine brake, output retarders) | Course Drawings/Set-up, Course Validation, GM Training Manual |
| 20 Min. | Circular Skid (radius turn maneuver)<br>- begin at 25-mph progressing 2 mph | Course Drawings/Set up, Course Validation, GM Training Manual |

# ENGINE (PUMPER) OPERATIONS

**Revised 10/01/07**

Note:
* The instructor will explain each exercise to ensure the student knows the basic techniques.
* The instructor will demonstrate all exercises before the student's practice and skills evaluations
* Following demonstration by the instructor, the student assumes the driving position, enters the course at the same speed determined by the instructor, and follows the same path used in the demonstration or as required by the specific exercise
* The student will continue in the exercise until satisfaction of skills is realized
* During any of the braking exercises, the student will demonstrate satisfactory skills at using ABS brakes after non-ABS evaluations are finished

## NARRATIVE

### Driver Preparedness

In vehicle set up:

* Adjust seat for maximum freedom
* Arms should be away while slightly bent
* Hand placement @ "9-3"
  -- Flat steering wheel-- "9-3" with a hand drop technique & hand over hand
* Sit upright in the back of the seat
* Adjust mirrors accordingly
* #1 priority ----- SEAT BELTS
* Heel of foot should be positioned so that the ball of the foot is used to depress the throttle or brake without lifting. Preferably beneath the right side of the brake pedal
* Familiarize yourself with instrument panel

9-3" Hand Placement:

* Provides greater maneuverability
  -- Full 180-degree turn without moving hands
  -- 85% of incidents can be corrected this way
* Eliminates the frequent use of hand over hand steering
  -- This leads to over-steering
* Eliminates body lean or sway
  -- Keeps driver upright
* Placement of hands/fingers/arms
  -- Hold with thumbs only - release fingers naturally when executing a maneuver
  -- Stiff handling (arms) slows the steering effort

# ENGINE (PUMPER) OPERATIONS

**Revised 10/01/07**

**Exercise execution**

## Serpentine

1. I.D. the course (explain cone position and spacing)
2. Run parallel to the course
3. Set speed -- +/- 2 mph
4. NO BRAKING
5. Align with 1st cone -- 3-4 ft. out
6. Make a 90° (when driver feels he/she has cleared the cone)
   * watch for correct 90°
7. Full 180° turn using the hand drop technique and hand over hand
8. Space evenly on each cone
9. Will have to apply slight throttle pressure to keep speed up - due to cornering forces

*Instructor Tips:*

- The vehicle approaches the cones parallel to them and goes around the first cone as though it was in the middle of the course.
- Hand position remains at 9-3 using hand drop or hand over hand steering throughout the course, if physically possible.
- Steering movements are smooth, continuous and even in both directions.
- Speed is lost at each cone due to cornering. Throttle pressure must be increased to maintain a constant speed.
- Stay close to the cones. The student may have to knock some down in order to learn how to position the vehicle relative to them.
- Staying close to the cones keeps the vehicle in a straight a line as possible. This minimizes steering movement, which reduces the need to increase throttle pressure.
- Speed: For the first time student, 15 mph is fast enough. Maximum speed will depend on the space available and safety considerations. However, it is not necessary to exceed 25 mph to accomplish the goals of this exercise.
- As speed is increased, it will be necessary to steer sooner as the vehicle approaches the cones.
- Watch the student carefully throughout the exercise. Inform the student of what they are doing right and wrong and show or tell the student how to make corrections.
- Correct the student's errors as they happen. It may be necessary to talk them through the exercise.
- Operational Checklist:
  - ☞ Entry speed
  - ☞ Hand position
  - ☞ Position of vehicle at beginning of course
  - ☞ Closeness of vehicle to cones
  - ☞ Smoothness of steering

# ENGINE (PUMPER) OPERATIONS

**Revised 10/01/07**

- ☞ Use of throttle
- ☞ Exit speed

*Common Errors:*

- Enters the course too fast
- Attacks the first cone at an angle rather then in a line parallel with the course
- Fails to maintain speed and/or changes speed abruptly
- Passes too far from the cones
- Steering errors:
  - ☞ Does not steer enough to avoid cones with the front of the vehicle
  - ☞ Steers too soon, striking the adjacent cones with the rear of the vehicle
  - ☞ Does not steer continuously and strikes the next cone with front of the vehicle

Note:

* The instructor will explain each exercise to ensure the student knows the basic techniques.
* The instructor will demonstrate all exercises before the student's practice and skills evaluations
* Following demonstration by the instructor, the student assumes the driving position, enters the course at the same speed determined by the instructor, and follows the same path used in the demonstration or as required by the specific exercise
* The student will continue in the exercise until satisfaction of skills is realized
* (Where applicable) During any of the braking exercises, the student will demonstrate satisfactory skills at using ABS brakes after non-ABS evaluations are finished

## Reverse Serpentine

1. Begin at the left side of the first cone, parallel with the course, and begin backing.
2. Speed should remain comfortable and consistent.
3. As pumper begins to pass the first cone, the driver should make a safe and easy turn.
4. The driver should look to the rear view mirror and note the position of the next cone.
5. When that cone leaves the view of the drivers' mirror, the driver should then look to the opposite mirror or other side of the pumper and watch for the cone to come into view.
6. As the second cone comes into view, the driver should put the rear wheels of the pumper 3-4' from the cone
7. The front wheels are then straightened and the pumper reversed until the second cone is far enough down to make a safe and easy turn.s
8. Repeat steps 3-7 until completion of the exercise.

# ENGINE (PUMPER) OPERATIONS

**Revised 10/01/07**

*Instructor Tips:*

- The vehicle approaches the cones parallel to the exercise and goes around the first cone as though it was in the middle of the course.
- Steering movements are smooth, continuous and even in both directions.
- Stay close to the cones at approximately 3-4 feet. The student may have to knock some down in order to learn how to position the vehicle relative to them.
- Staying close to the cones keeps the vehicle in a straight a line as possible. This minimizes steering effort.
- Speed: What the student feels comfortable with, but at all times continuous
- Watch the student carefully throughout the exercise. Inform the student of what they are doing right and wrong and show or tell the student how to make corrections.
- Correct the student's errors as they happen. It may be necessary to talk them through the exercise in the beginning.
- Operational Checklist:
  - ☞ Entry speed
  - ☞ Hand position
  - ☞ Position of vehicle at beginning of course
  - ☞ Closeness of vehicle to cones
  - ☞ Smoothness of steering
  - ☞ Exit speed

*Common Errors:*

- Enters the course too fast
- Attacks the first cone at an angle rather then in a line parallel with the course
- Fails to maintain speed and/or changes speed abruptly
- Passes too far from the cones
- Steering errors:
  - ☞ Does not steer enough to avoid cones with the rear of the pumper
  - ☞ Steers too soon, striking the adjacent cones with the rear of the pumper
  - ☞ Does not steer continuously and strikes the next cone with rear of the pumper.
  - ☞ Returns to straight to soon and strikes the original cone with the front of the pumper.
  - ☞ Provides too much steering.

Note:

* The instructor will explain each exercise to ensure the student knows the basic techniques.
* The instructor will demonstrate all exercises before the student's practice and skills evaluations
* Following demonstration by the instructor, the student assumes the driving position, enters the course at the same speed determined by the instructor, and follows the same path used in the demonstration or as required by the specific exercise
* The student will continue in the exercise until satisfaction of skills are realized

# ENGINE (PUMPER) OPERATIONS

**Revised 10/01/07**

* (Where applicable) During any of the braking exercises, the student will demonstrate satisfactory skills at using ABS brakes after non-ABS evaluations are finished

## Evasive

1. I.D. the course (barrier cones)
2. Center vehicle in the 12' lane
3. On a cue of "Left" or "Right",
   a. Release throttle
   b. NO BRAKING
   c. APPROX. 180° turn using the hand drop technique
   d. Steer back APPROX. 180° using hand drop and hand over hand
      * Quick snap of the steering wheel will correct any fish tail
   e. Once committed - don't change mind
   f. Use what steering is required to accomplish the task

*Instructor Tips:*

- The student may tend to guess the direction the instructor will call. It is more important to make the maneuver without striking cones than to go the called direction. If guessing is a problem to the extent that the student is not learning, it may be necessary to alter the procedures to meet the needs of the student.
- Watch the student carefully throughout the exercise. Inform the student of what they are doing right and wrong and show or tell the student how to make corrections.
- Approaching the cue point, the student may tip off an unconscious intention toward one exit lane. Watch for shifting, leaning, or movement of the steering wheel, all in the intended direction. These cues can be used to make the exercise easier or more difficult, according to the needs of the students.
- Have the student obtain the desired speed as quickly as possible and then hold the throttle steady. This will allow them to concentrate on the driving tasks.
- Speed: 25 mph to start. Increase speed on approximately 2-3 mph increments as student goes through course without striking cones. Increase the speed until the limit of capability of the student is reached and/or the limitations of the vehicle.
- If a student strikes cones on two or three consecutive passes at the same speed, increase the distance of the cue until successful, then build up again.
- Slight variations from the desired speed can be compensated for by adjusting the timing of the cue.
- Operational Checklist:
  - ☞ Hand position
  - ☞ Speed
  - ☞ Location of cue cone
  - ☞ Student's movements: Hands, body, and feet

- ☞ Timing of steering
- ☞ Cones struck
- ☞ Release of throttle

· To help keep the student from guessing the direction, it may help to have them concentrate on a fixed point some distance beyond the barrier rather than on the barrier itself.
· Correct the student's errors as they happen. It may by necessary to talk them through the exercise.

*Common Errors:*
· Steer in the wrong direction
· Starts to steer in the wrong direction and then tries to recover.
· Steering movements are too slow.
· Does not release the throttle or applies more throttle.
· Improper hand position - hand(s) moves to different position on steering wheel or does not complete a hand drop technique.
· Uses the brakes

Note:
* The instructor will explain each exercise to ensure the student knows the basic techniques.
* All exercises will be demonstrated by the instructor before the student's practice and skills evaluations
* Following demonstration by the instructor, the student assumes the driving position, enters the course at the same speed determined by the instructor, and follows the same path used in the demonstration or as required by the specific exercise
* The student will continue in the exercise until satisfaction of skills are realized
* (Where applicable) During any of the braking exercises, the student will demonstrate satisfactory skills at using ABS brakes after non-ABS evaluations are finished

## Controlled Braking

1. I.D. the course (barrier cones)
2. Set speed -- start at 25 mph
3. Decide ahead of time on the lane choice
4. Cue on a command of "NOW"
5. Maintain foot position at all times before the "cue" command
6. On cue -- apply constant/even pressure on the brake pedal
   a. The ball of the foot is the sensitivity point
   b. If lock-up occurs - release slightly - DO NOT PUMP
      * Locked wheels make controlled steering impossible
   c. Brake and steer simultaneously - hand drop technique initially
      * Hand over hand steering after passing the barrier

# ENGINE (PUMPER) OPERATIONS

**Revised 10/01/07**

* Driver should be focusing on the stopping point

7. I.D. on-coming lane cones and return hand over hand to original lane
8. Stop with the entire pumper parallel with the course and the driver's shoulders equal with the exit cones before exiting

*Instructor Tips:*

- Controlled braking can be either accomplished with the right or left foot.
- Watch for foot and hand movements the are made before the cue is given.
- Speed: Range for effective teaching is 25-35 mph.
- Do not permit a left foot braker to cover the brake pedal with their left foot when that is not their normal highway driving habit.
- The cue distance can be shortened if the vehicle has not attained the desired speed at the normal cue point.
- Have the student attain the desired speed as quickly as possible and then hold the throttle steady.
- Watch the student throughout the maneuver. Inform the student of what they are doing right and wrong, and show or tell the student how to make corrections.
- It is important to reset the cones in the first barrier each time they are struck.
- Correct the student's errors as they happen. It may be necessary to talk students through the exercise.
- Point out that, in making quick stops in a real situation, the driver needs to be aware of traffic behind them and not to block traffic unnecessarily by their braking action.
- Operational Checklist:
  - ☞ Speed
  - ☞ Hand position
  - ☞ Location of cue cone
  - ☞ Early foot movement
  - ☞ Early steering
  - ☞ Timing of steering and braking
  - ☞ Control of steering movement
  - ☞ Foot control while braking
  - ☞ Response of vehicle to steering and braking inputs
  - ☞ Cones struck

*Common Errors:*

- Locks the wheels and does not ease off the brake pedal to let the wheels roll again or releases the brake pedal completely.
- Does not brake soon enough.
- Anticipates the cue by moving a foot toward the brake pedal and/or by steering slightly.
- Forgets to brake, usually after having just completed the evasive exercise.

# ENGINE (PUMPER) OPERATIONS

**Revised 10/01/07**

· Does not steer far enough to the left to miss the barrier
· Does not coordinate braking and steering.
· Does not release the throttle.
· Loses control of the steering wheel.
· Leaves vehicle partially in left lane when stopped.

Note:
* The instructor will explain each exercise to ensure the student knows the basic techniques.
* All exercises will be demonstrated by the instructor before the student's practice and skills evaluations
* Following demonstration by the instructor, the student assumes the driving position, enters the course at the same speed determined by the instructor, and follows the same path used in the demonstration or as required by the specific exercise
* The student will continue in the exercise until satisfaction of skills are realized
* (Where applicable) During any of the braking exercises, the student will demonstrate satisfactory skills at using ABS brakes after non-ABS evaluations are finished

## Alley Dock

1. I.D. the course
2. Prepare to enter alley so that a backing maneuver is initially made to the driver's side (once completed satisfactorily, back to the right, blind side)
3. Back the vehicle into the simulated alley using mirrors.
   - If the driver's head is out of the window, then proper use of the passenger side mirror can not be used. This is permissible as long as the driver watches both mirrors and does not leave the driver's seat. When backing to the passenger side, although not advisable during normal driving situations, mirrors will be required.
4. Speed is relative to the course and is set by the driver.
5. The driver should make a safe and easy turn in the direction the pumper needs to go.
6. The driver should park the pumper within 18" from the rear dock.

*Instructor Tips:*
· Driver should watch the corner cones of the dock until both come into view in the mirror
· To assist in backing, the driver should visualize a barrier cone approximately three feet out from the corner of the dock. This will help to position the pumper so that a straighter approach is possible and allows the driver to see the entire dock.
· As the driver backs slowly; steering inputs should be slow.
· As the driver backs quickly, faster steering inputs may be necessary.
· Instructor should stand adjacent to the driver's door to facilitate instructions to the driver and to watch for obstacles in or around the course.

# ENGINE (PUMPER) OPERATIONS

**Revised 10/01/07**

Note:
* The instructor will explain each exercise to ensure the student knows the basic techniques.
* All exercises will be demonstrated by the instructor before the student's practice and skills evaluations
* Following demonstration by the instructor, the student assumes the driving position, enters the course at the same speed determined by the instructor, and follows the same path used in the demonstration or as required by the specific exercise
* The student will continue in the exercise until satisfaction of skills are realized
* (Where applicable) During any of the braking exercises, the student will demonstrate satisfactory skills at using ABS brakes after non-ABS evaluations are finished

## Zig-Zag (Forward)

1. I.D. the course
2. Begin with hands at the 9-3 position.
3. Enter the lane driving forward. As the pumper clears the last lane cone with its bumper, turn slightly to the left and come as center to the lane as possible.
4. As the rear dual tire is approximately 6-10 inches from the inside cone(s), make a turn of the wheel using the amount of steering necessary to turn past the cone(s).
5. Continue steering toward the next set of cones bring pumper as perpendicular as possible to the exercise.
6. Enter the next set of cones until the rear dual tires are 6-10 inches from the inside cones.
   - If the driver's head is out of the window, then proper use of the passenger side mirror can not be used. This is permissible as long as the driver watches both mirrors and does not leave the driver's seat.
7. Speed is relative to the course and is set by the driver.
8. Repeat steps 2-5 until reaching the end of the exercise.

*Instructor Tips:*
· Driver should watch the inside cones of each gate and place the rear tire approximately 6-10 inches from the cone and the pumper as perpendicluar to the course as possible. This will help to position the pumper so that a straighter approach is possible and allows the driver to see the entire exercise.
· If the driver proceeds slowly; steering inputs should be slow.
· If the driver proceeds quickly, faster steering inputs may be necessary.
· It is not necessary for the instructor to ride during the forward portion unless direction is needed.

# ENGINE (PUMPER) OPERATIONS

**Revised 10/01/07**

Note:
* The instructor will explain each exercise to ensure the student knows the basic techniques.
* All exercises are demonstrated by the instructor before the student's practice and skills evaluations
* Following demonstration by the instructor, the student assumes the driving position, enters the course at the same speed determined by the instructor, and follows the same path used in the demonstration or as required by the specific exercise
* The student will continue in the exercise until satisfaction of skills are realized

## Zig-Zag (Reverse)

1. Upon completion of the forward Zig-Zag, the backing maneuver is initially made to the blind side.
2. Exit the lane backing veering to the right. As the pumper clears the last lane cone with its bumper, turn slightly to the right and come as center to the lane next gate as possible.
3. As the rear dual tire is approximately 6-10 inches from the inside cone(s) and parallel to the course, make a turn of the wheel using the amount of steering necessary to turn past the cone(s).
4. Continue steering toward the next set of cones bring pumper as perpendicular as possible to the exercise.
5. Enter the next set of cones until the rear dual tires are 6-10 inches from the inside cones.
   - If the driver's head is out of the window, then proper use of the passenger side mirror can not be used. This is permissible as long as the driver watches both mirrors and does not leave the driver's seat.
6. Speed is relative to the course and is set by the driver.
7. Repeat steps 2-5 until reaching the end of the exercise.
8. Back the vehicle into the simulated alley using mirrors.
   - If the driver's head is out of the window, then proper use of the passenger side mirror can not be used. This is permissible as long as the driver watches both mirrors and does not leave the driver's seat.

*Instructor Tips:*
· As the driver begins to back, watch for a slight turn of the wheel to begin the backing effort. This allows for proper setup to enter the next gate. This will help to position the pumper so that a straighter approach through the gate is possible and allows the driver to see the entire exercise.
· Best practice demonstrates the pumper's position to be perpendicular with the gate with the rear tire 6-10 inches from the inside cone. If the pumper is not perpendicular until it comes past the gate, the driver should come more perpendicular to the gate prior to entering.
· The driver should continue in the turn after entering the gate. This will help to position the pumper so a more perpendicular approach through the next gate is possible and allows the driver to see the entire exercise.

# ENGINE (PUMPER) OPERATIONS

**Revised 10/01/07**

- If the driver backs slowly; steering inputs should be slow.
- If the driver backs quickly, faster steering inputs may be necessary.
- Instructor should stand adjacent to the driver's door to facilitate instructions to the driver and to watch for obstacles in or around the course.

Note:
* The instructor will explain each exercise to ensure the student knows the basic techniques.
* All exercises will be demonstrated by the instructor before the student's practice and skills evaluations
* Following demonstration by the instructor, the student assumes the driving position, enters the course at the same speed determined by the instructor, and follows the same path used in the demonstration or as required by the specific exercise
* The student will continue in the exercise until satisfaction of skills are realized

## 180° Turn

1. I.D. the course
2. The student approaches the course at the speed identified by the instructor
3. No brakes or stopping are allowed
4. Turn right on the first pass, then left. Alternating on each successive pass.

*Instructor Tips:*
- If driver is unaware of the location of the front bumper to start, assistance can be asked of the instructor. Successful passing without the assistance of the instructor must be made.
- Driver can look out the side window, but cannot leave the seat.
- Speed should be consistent and set by the driver.
- Operational Checklist:
  - ☞ Hand position
  - ☞ Speed
  - ☞ Checking both mirrors

*Common Errors:*
- Speed inconsistent or uses brakes
- Leaves drivers seat to see cones
- Does not watch both mirrors
- Tractor/trailer to straight when entering

Note:
* The instructor will explain each exercise to ensure the student knows the basic techniques.
* All exercises will be demonstrated by the instructor before the student's practice and skills evaluations

# ENGINE (PUMPER) OPERATIONS

**Revised 10/01/07**

* Following demonstration by the instructor, the student assumes the driving position, enters the course at the same speed determined by the instructor, and follows the same path used in the demonstration or as required by the specific exercise
* The student will continue in the exercise until satisfaction of skills are realized
* (Where applicable) During any of the braking exercises, the student will demonstrate satisfactory skills at using ABS brakes after non-ABS evaluations are finished

## Off-road Recovery

1. I.D. the course
2. The student approaches the course at the speed identified by the instructor
3. The student drops one side of the vehicle off the road edge and positions the vehicle so that the off-road wheels have room to turn without scrubbing the curb.
4. The driver eases off the throttle, doesn't brake, and stabilizes the vehicle
5. Turn the wheel ¼ turn toward the road.
6. When the student hears or feels the front tire hit the curb, straightens the vehicle so that it stays in its lane.
7. Make a U-turn and approach the course from the opposite direction
8. Perform the same maneuver
9. Make a U-turn and approach the course from the opposite direction
10. Drive the entire vehicle off the roadway and positions the vehicle so that the off-road wheels have room to turn without scrubbing the curb.
11. The driver eases off the throttle, doesn't brake, and stabilizes the vehicle
12. Turn the wheel ¼ turn toward the road
13. When the student hears or feels the last rear tire hit the curb, straightens the vehicle so that it stays in its lane.
14. Make a U-turn and approach the course from the opposite direction
15. Perform the same maneuver
16. Make a U-turn and approach the course from the opposite direction
17. Student drops one side of the vehicle off the road edge and positions the vehicle so that the off-road wheels scrub the curb with the inside of the off-road tires.
18. Turns the wheel gradually toward the road until the vehicle begins to enter the roadway
19. When the student feels the front tire grab and enter the roadway, counter steers to return to parallel with the lane. A slight snap of the wheel may be necessary to correct any limited handling situation that may present itself.
20. Make a U-turn and approach the course from the opposite direction
21. Perform the same maneuver
22. Repeated runs are made until satisfaction of skills are realized

# ENGINE (PUMPER) OPERATIONS

**Revised 10/01/07**

*Instructor Tips:*

- Be sure to watch the student's steering motions closely to determine the amount and timing of their steering inputs. Inform the student of what they are doing right and wrong, and show or tell the student how to make corrections.
- At no time should the wheel be jerked back in an attempt to return the vehicle to the roadway.
- Until the student is familiar with the exercise, they should be cued when to make the recovery. After that, the student can initiate the maneuver at his/her own discretion.
- Correct the student's errors as they happen. It may be necessary to talk students through the exercise.
- It is not necessary to center the vehicle over the road edge in order to give the tire enough space to turn. The shoulder may not be wide enough to do that. Just enough space is needed between the curb and the off-road tire for the tread, rather than the sidewall, to contact the curb when the recovery is made.
- 45° - 90° of steering input is all that is needed to make a recovery.
- The greater the curb height and/or the closer the tire is to the curb, the greater the amount of steering and the quicker the steering wheel needs to be turned in order to recover the roadway.
- If the student turns the steering wheel to maintain lane position before the front tire strikes the curb, there is the possibility that the front tire will climb the curb and the rear tire will not. The rear tire can then scrub, causing the rear of the vehicle to remain in the off-road position.
- The maneuver can be accomplished easily with the 9-3 hand position (hand drop for larger units)
- Speed: Start at 30 mph. Increase in 2-3 mph steps as the student progresses until the limit of capability of the student or course is reached or the limitations of the vehicle.
- Operational Checklist:
  - ☞ Hand position
  - ☞ Timing of steering to maintain lane
  - ☞ Speed
  - ☞ Releases accelerator
  - ☞ Position of vehicle to curb
  - ☞ Amount of steering to recover road

*Common Errors:*

- Does not allow sufficient space between the curb and the tire for the tire to assume the angle needed to come up over the curb without scrubbing.
- Applies the brakes
- Does not release throttle or accelerates.

- Steer too slowly during a non-scrub run; this can cause the tire to scrub resulting in an improper recovery.
- Steers more than necessary to make the vehicle recover the roadway.
- Jerks the wheel in the direction of the roadway in an attempt to recover.

Note:
* The instructor will explain each exercise to ensure the student knows the basic techniques.
* All exercises will be demonstrated by the instructor before the student's practice and skills evaluations
* Following demonstration by the instructor, the student assumes the driving position, enters the course at the same speed determined by the instructor, and follows the same path used in the demonstration or as required by the specific exercise
* The student will continue in the exercise until satisfaction of skills are realized
* (Where applicable) During any of the braking exercises, the student will demonstrate satisfactory skills at using ABS brakes after non-ABS evaluations are finished

**Wet Application Exercises**

## Split Coefficient

1. I.D. the course
2. The student enters onto the skid pad at a predetermined speed with ½ of the vehicle on the pad and ½ on dry surface
3. The student attempts to stop the vehicle without wheel lock-up or using the ABS brakes
4. The student releases the throttle, steers to keep the front of the vehicle pointed straight, and controls any skid.
5. This is done from both ends of the skid pad

Note:
* The instructor will explain each exercise to ensure the student knows the basic techniques.
* All exercises will be demonstrated by the instructor before the student's practice and skills evaluations
* Following demonstration by the instructor, the student assumes the driving position, enters the course at the same speed determined by the instructor, and follows the same path used in the demonstration or as required by the specific exercise
* The student will continue in the exercise until satisfaction of skills are realized
* (Where applicable) During any of the braking exercises, the student will demonstrate satisfactory skills at using ABS brakes after non-ABS evaluations are finished

# ENGINE (PUMPER) OPERATIONS

**Revised 10/01/07**

## Lane Change:

1. I.D. the course
2. The student enter the skid pad at a predetermined speed
3. After the entire vehicle is on the skid pad, the student makes a lane change
4. The student releases the throttle, steers to keep the front of the vehicle pointed straight into the chosen lane of travel, and controls any skid.
5. Lane changes are made both to the left and right.

Note:

* The instructor will explain each exercise to ensure the student knows the basic techniques.
* All exercises will be demonstrated by the instructor before the student's practice and skills evaluations
* Following demonstration by the instructor, the student assumes the driving position, enters the course at the same speed determined by the instructor, and follows the same path used in the demonstration or as required by the specific exercise
* The student will continue in the exercise until satisfaction of skills are realized
* (Where applicable) During any of the braking exercises, the student will demonstrate satisfactory skills at using ABS brakes after non-ABS evaluations are finished

## Incipient skid stopping

1. I.D. the course
2. The student enter the skid pad at a predetermined speed
3. After the entire vehicle is on the skid pad, the student makes a stop without locking up the wheels
4. The student releases the throttle, steers to keep the front of the vehicle pointed straight, and controls any skid.
5. Speeds are gradual and progressive

Note:

* The instructor will explain each exercise to ensure the student knows the basic techniques.
* All exercises will be demonstrated by the instructor before the student's practice and skills evaluations
* Following demonstration by the instructor, the student assumes the driving position, enters the course at the same speed determined by the instructor, and follows the same path used in the demonstration or as required by the specific exercise
* The student will continue in the exercise until satisfaction of skills are realized
* (Where applicable) During any of the braking exercises, the student will demonstrate satisfactory skills at using ABS brakes after non-ABS evaluations are finished

# ENGINE (PUMPER) OPERATIONS

**Revised 10/01/07**

## Secondary braking systems: (i.e. engine, Jake Brakes, driveline, and transmission retarders)

1. The secondary braking system on the vehicle is demonstrated by the instructor after the entire vehicle is on the skid pad. No brakes are used.
2. The student then demonstrates the same system with progressive speeds until loss of control.
3. This helps the student realize to what point the vehicle is stable using that particular braking system under inclement weather conditions.

Note:

* The instructor will explain each exercise to ensure the student knows the basic techniques.
* All exercises will be demonstrated by the instructor before the student's practice and skills evaluations
* Following demonstration by the instructor, the student assumes the driving position, enters the course at the same speed determined by the instructor, and follows the same path used in the demonstration or as required by the specific exercise
* The student will continue in the exercise until satisfaction of skills are realized
* (Where applicable) During any of the braking exercises, the student will demonstrate satisfactory skills at using ABS brakes after non-ABS evaluations are finished

## Circular Skid: (radius turn maneuver)

1. I.D. the course
2. Begin at 25-mph progressing 2 mph until loss of control is reached through normal travel
3. Turns are made after the entire vehicle is on the skid pad
4. Turns are made both left and right.

*Instructor Tips:*

· It is necessary to very closely observe the student's hand movements as they correct the skid. Inform the student what they are doing right and wrong, and show or tell the student how to make corrections.
· Listen to the sound of the engine to determine if the student has released the throttle or has accelerated.
· Give the student simple, single skids to start.
· Correct the student's errors as they happen. It may be necessary to talk students through the exercise.
· Make sure the student starts with the 9-3 hand position, but changes to the hand-drop or hand-over-hand method if necessary.
· Vary the exercise so that the student does not develop a conditioned response to the skid.
· Watch for foot movement to determine if the student has a tendency to use the brakes.
· Several factors determine how severe the student's skid will be: Speed, the angle of entry of the vehicle onto the skid surface (the greater the angle, the more severe the skid), and the

length of time the instructor keeps the wheel(s) locked.

- Speed: On a slick surface, skid control can be taught from 25 mph. Start at the lower speed and work up gradually as the skill of the student would indicate.
- Operational Checklist:
  - ☞ Speed
  - ☞ Hand position
  - ☞ Amount of steering used to drive curved path
  - ☞ Angle of the path of the vehicle on the skid surface
  - ☞ Hand movement in correcting skid
  - ☞ Response time of the student
  - ☞ Timing of counter steering
  - ☞ Returns to 9-3 hand position

*Common errors:*

- Responds slowly to the first skid, allowing the vehicle to go beyond the point of control.
- Does not steer enough to control the skid
- Over-responds to the skid by turning the steering wheel too much, possibly causing a second skid.
- Starts the counter steer too late after the initial correction.
- Does not use hand-over-hand steering if more than 180° of steering is achieved and then momentarily stops steering. This causes the student to be very slow in applying additional steering and may result in the vehicle skidding out of control.
- Takes both hands off the steering wheel at the same time or shuffle steers.
- Does not ease up on the accelerator.
- Tries to control the skid by using the accelerator or accelerates unknowingly.
- Applies the brakes possibly locking the wheels, unless vehicle has ABS.
- Cannot distinguish which direction the vehicle is skidding and does nothing.
- Steers with one hand only.
- Steers in the wrong direction.

Note:

* The instructor will explain each exercise to ensure the student knows the basic techniques.
* All exercises will be demonstrated by the instructor before the student's practice and skills evaluations
* Following demonstration by the instructor, the student assumes the driving position, enters the course at the same speed determined by the instructor, and follows the same path used in the demonstration or as required by the specific exercise
* The student will continue in the exercise until satisfaction of skills are realized
* (Where applicable) During any of the braking exercises, the student will demonstrate satisfactory skills at using ABS brakes after non-ABS evaluations are finished

# ENGINE (PUMPER) OPERATIONS

**Revised 10/01/07**

## Air Brake Test:

1. Check Air Compressor Governor Cut-in and Cut-out Pressures
   a. With engine on and air tank full, reduce air pressure by pumping service brake pedal. At idle, the air governor should cut-in at about 100 psi. and cut-out the air compressor at about 120-125 psi.

2. Air tanks full, batteries/ignition on, engine off, wheels chocked.

3. Release the parking brake and time the air pressure drop
   a. loss rate should be less than 2 psi in 1 minute for single vehicles and less than 3 psi in 1 minute for combination vehicles

4. Apply foot pressure of 90 psi or more to the service brake pedal
   a. after the initial drop, pressure should not drop more than 3 psi in 1 minute for single vehicles or more than 4 psi for combination vehicles

5. Test Low Pressure Warning Signal
   a. Continue reducing air tank by pumping brake pedal
   b. low pressure warning signal must come on before reaching less than 60 psi (or tank with the lowest air pressure in dual systems)

6. Check That the Spring Brakes Come on Automatically
   a. Continue reducing air tank by pumping brake pedal
   b. "Parking Brake" knob should pop out when the air pressure falls to within 20-40 psi

7. Check Rate of Air Pressure Buildup
   a. Engine on and at operating Rpm's
   b. Pressure should build from 85-100 psi within 45 seconds in dual air systems
   c. Pre-1975, typical requirements are from 50-90 psi within 3 minutes at idle speed

8. Test Parking Brake
   a. With parking brake on, gently pull forward or backward (based on location of wheel chocks) to see if parking brake will hold. Only mild throttle pressure is needed.
   ** Too much throttle pressure can damage driveline.

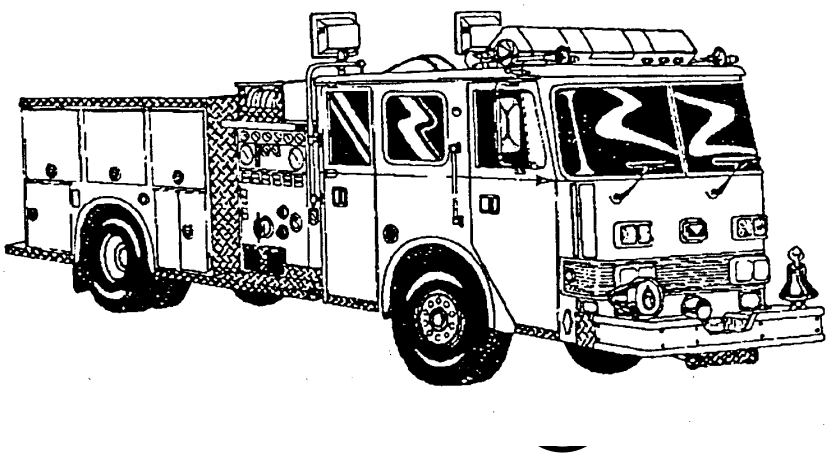
9. Test Service Brakes
   a. Release parking brake, slowly move forward or backward (based on location of wheel chocks) and apply service brakes.

# ENGINE (PUMPER) OPERATIONS

**Revised 10/01/07**

10. Check Manual Slack Adjusters on S-Cam Brakes
    a. Park on level ground, wheels chocked, keys in pocket
    b. Push in parking brake
    c. Pull on each slack adjuster
        > should not move more than 1 inch where the push rod attaches
        > since parking brakes only affect the rear brakes, the front slack adjusters can be checked at any time during the pre-trip inspection.

# PRETRIP VEHICLE INSPECTION GUIDE



## DAILY CHECK

**Engine Compartment**

1. ☐ Leaks
   ☐ Oil level
   ☐ Water level
   ☐ Power steering fluid
   ☐ Water pump
   ☐ Air compressor
   ☐ Alternator
   ☐ Fuel line leaks

**Outside Cab/around truck**

3. ☐ Emergency lighting
   ☐ Headlights
   ☐ Door, mirrors
   ☐ Rear lights, reflectors
   ☐ Brake/signal lights
   ☐ Emergency equipment

**Inside Cab**

2. ☐ Air Brake Test
   ☐ Emergency light switch
   ☐ Steering wheel play
   ☐ Parking brake
   ☐ Dash lights
   ☐ Horn
   ☐ Oil pressure
   ☐ Ammeter/volt meter
   ☐ Fuel tank gauge
   ☐ Mirrors, windshield
   ☐ Wipers
   ☐ Heater/defroster

## Chassis Inspection

5. ☐ Springs
   ☐ Spring mounts
   ☐ Shock absorbers,
   ☐ Brake hose
   ☐ Brake chamber
   ☐ Brake drum
   ☐ Rims
   ☐ Axle seals
   ☐ Tires tread (4/32 (F), 2/32 (R)
   ☐ Lug nuts
   ☐ Steering box
   ☐ Steering linkage
   ☐ Exhaust system
   ☐ Drive shaft
   ☐ Frame
   ☐ Fuel tank
   ☐ Hydraulic fluid
   ☐ Jack plates
   ☐ hydraulic lines
   ☐ Hoisting cylinders

## APPENDICES

Glossary of Terms

| | |
|---|---|
| ABS | Anti-lock braking system |
| Gate | Simulating a door opening or obstruction representing mid-height of the truck. This is also to represent height limitations for each particular apparatus/vehicle and the limitations of outside rear view mirrors. |
| I.D. | Identify the course as to the location and purpose of each cone, barrier, barrier piping, and course outline. Instructors dialogue, comments on the purpose of each exercise and validation. A demonstration of each exercise is then completed by the instructor where appropriate. |
| Secondary Braking Systems | Those systems using either engine or exhaust braking, and/or electro-magnetic or transmission output retarders to restrict the forward movement of a vehicle and in turn slow the vehicle down. |

## MANUALS

1. Nevada Department of Transportation. Nevada Commercial Driver's License Manual. Current issue
2. General Motors Desert Proving Grounds. Advanced Driver Training Course Manual. 1990 edition.
3. Las Vegas Fire & Rescue Driver Operator Manual 2001/2002

## EVALUATION FORMS

1. Closed Course
2. Over-the-Road
3. Air Brake test
4. Pretrip inspection
5. Student Evaluation

*Las Vegas Fire & Rescue*
***ADVANCE DRIVER TRAINING PROGRAM***
*Lesson Plan*

# Ladder Operations

Revised 10/01/07

## Class Description

To provide a detailed and comprehensive driver training program for all fire department members with emphasis on safety and driving skills under all driving conditions, and to teach all vehicle operators to respond as quickly and correctly as possible in an emergency situation.

All exercises meet or exceed the standards set forth in NFPA 1002 Standard for Driver Apparatus and the Nevada Commercial Drivers License Program.

All instructors for the course are certified as Advanced Driver Training Instructors.

This thereby becomes the Standard for the Las Vegas Fire & Rescue (LVFR).

## Learning Competencies

Vehicle and apparatus drivers must possess both driving skill and proper attitude in order to drive safely and professionally. Many drivers believe that years of experience will see them through every situation. However, experience alone is not enough. It must be supplemented by continuing education, classroom work, and "hands-on" driving.

Fire apparatus are not designed for high speed handling. A sports car will stop easier, sway less while turning, and handle better because it has less inertia to overcome due to it's lighter weight and low center of gravity. In learning to drive top-heavy apparatus, the driver must learn to compensate for the added inertia. This is accomplished by decreased speed, practice, increased awareness, as well as anticipation of traffic signals and the actions of others. Couple defensive driving skills with repetitive training in Advanced Driver Training techniques for collision avoidance and the driver will learn to avoid a critical situation by taking the proper action without conscious thought.

All of these exercises/maneuvers can and are used everyday by drivers of emergency vehicles. Below is a definitive reason for the use of each exercise and the learning competencies gained by each driver successfully passing the Driver Training Program.

Serpentine - The serpentine exercise helps acquaint the driver with the vehicle's turning capabilities. The controls stressed in the exercise are basic to all driving situations. The purpose is to develop a sense of unity and control with the vehicle and learn proper timing of steering inputs (the relationship of a fixed object to that of a moving object). 9-3 hand positions, smoothness, timing, and throttle controls stressed in this exercise are the basics of Advanced Driver Training techniques.

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Reverse Serpentine - Backing a vehicle through the reverse serpentine helps to acquaint the driver(s) to spatial references. In doing so, the driver learns smoothness, timing, rhythm and the use of outside and inside rear view mirrors. During ladder operations, correct placement of the rear tiller driver allows the front driver to follow. The front driver must understand how to compensate for an early or late turn by the rear tiller driver by pushing or delaying the front of the trailer.

Evasive maneuver - This is designed to teach an alternative to panic braking in an emergency situation. This exercise teaches that less distance is needed to steer a vehicle around an object than is used when panic stopping before striking it. This demonstrates the maneuvering capability and stability of the vehicle while teaching the driver his/her own capabilities and limitations in making the maneuver.

Controlled braking - This helps the driver to develop the ability to achieve maximum braking while still being able to control the direction of the vehicle. During wheel lock-up, inability to maneuver/steer the vehicle is experienced. The driver is trained to regain directional control of the vehicle as soon as possible after a skid/lock-up has occurred, return the vehicle back into the original lane, and stop before the vehicle enters the simulated intersection.

Alley Dock - This teaches the driver to correctly position, back up, and turn around a pumper, single chassis or tiller ladder. The driver learns the correct position of both the front and rear bumpers so as to be able to correctly place that vehicle into position when spotters are not available. The latter is not advisable; however there are times when it becomes necessary to do so and the driver must be able to demonstrate this without challenge.

180° turn - In this exercise, all drivers learn where the location is of the corners of the vehicles front and rear bumpers. Drivers tend to over/under compensate for bumper placements due to this lack of awareness. During ladder operations, the tiller driver learns to steer only when needed to and that in most cases, no steering input is required. Over-steering leads to improper placement of the tiller's steering tires.

90° turn - Drivers learn the maximum turning radius of the ladder trucks when both drivers use a coordinated effort. This information becomes beneficial in the use of set-up and operations at incidents with limited access and clearances.

Over-the-road - In compliance with Nevada Commercial Motor Vehicle testing, drivers are evaluated on the skills they possess and are properly instructed in defensive driving. Defensive driving skills are to be used at all times so that the driver does not have to react to an incident using a collision avoidance maneuver. Drivers will be shown proper lane changes, stop points on roadway intersections, freeway, residential, and city traffic driving, proper use of mirrors and signaling, as well as spacing between vehicles during both code 1 and code 3 responses. The use and appropriate application of secondary braking systems and the Las Vegas Fire & Rescue

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Code 3 driving rules and regulations are discussed at this time. The driver must demonstrate the ability to back into alleyways, parking spaces, apartment complexes, and driveways as required by the instructor. The Over-the-road testing period is a pass/fail evaluation. The use of defensive driving skills during all facets of the evaluation period are mandatory by the driver and failure to exhibit any of these skills will mean loss of driving privileges on the Las Vegas Fire & Rescue.

Off-road Recovery - The purpose is to give the driver an understanding of the problems involved with, and to develop the driver's skills in making an off-road recovery over a curb or back onto the driving portion of the roadway at operating speeds. Too much steering input may cause the vehicle to cross over it's lane into the adjacent one and possibly off the road on the other side before the driver can regain control of the vehicle. Not enough steering input will leave the vehicle on the shoulder possibly facing a parked car, bridge abutment or worse. This exercise teaches the driver to make a quick return to the roadway necessary to avoid a collision.

Wet Application Skid Control — Non ABS and ABS or Anti-lock braking

- Incipient skid stopping
- Lane Change
- Split Coefficient stopping
- Alternate braking devices (Telma, Jake Brake, etc.)

Responses of Emergency Vehicles are not always performed in ideal situations. Inclement weather conditions will always present an extreme hazard for drivers of large apparatus. Wet Application Skid Control teaches the driver the limitations of the apparatus he/she may be driving when faced with this situation.

As in the Controlled Braking, the driver develops the ability to achieve maximum braking while still being able to control the vehicle. Combine this with wet/slick surfaces and the attempt becomes almost senseless. Wheel lock up occurs almost immediately, therefore the driver must learn the reactions the apparatus will display when faced with the above scenarios. The driver will learn the proper action to take under these conditions and will react accordingly. Proficiency and competency of skills will be required. Speeds to start are random but progressive according to the skill level of each driver.

*Las Vegas Fire & Rescue*
***ADVANCE DRIVER TRAINING PROGRAM***
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# Ladder Operations

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**Resources Needed**

| | |
|---|---|
| 180 | 12" Cones |
| 110 | 18" Cones |
| 40 | 36" Cones |
| 40 | 1"x 4' PVC pipe with couplings (tee and 90° elbow) |
| 8 | 4"x 12" Wooden flags with adjustable clamps for pipe |
| 16 | 18" Cones with wooden bases and support pegs for pipe |
| 8 | 2 Channel radios |
| EA. | Closed course evaluation forms for each student |
| EA. | Over the road forms for each student |
| 1 | Student completion form for that day's training (To be used by the safety officer) |

*15-20 acre driving pad consisting of 8" asphalt over an 8" lime stabilized base. Pad to have all exercises outlined for easy set up and removal.
*Pick/up - for safety officer to address the safety of the operation and for transportation of the equipment.
*Tiller Ladder - 1 for the over-the-road exercise.
*Heavy Duty Ladder and Tiller Ladder - 1 for each 3 students in ½ of the training class
*ABS equipped sedan - 1 for each 2 students in ½ of the training class
*Advanced Driver Training Instructor - 1 for each 2 students
*Certified ADT Instructors - 2 for over the road evaluation in tiller ladder for each 10 students
*Safety officer

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***ADVANCE DRIVER TRAINING PROGRAM***
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# Ladder Operations

Revised 10/01/07

**Classroom Outline**

| Required Time Frame | Topic Outline | Teaching Aids and References |
|---|---|---|
| Classroom - Day 1 | | |
| 15 Min. | Personnel Department Letter PD #96 | Handouts, Video |
| 15 Min. | After the Accident | Video |
| 55 Min. | Pre-trip inspection - lecture and hands-on application practice, air brake test | Heavy duty and tiller ladders, Nevada CDL Manual, Driver Training Series video |
| 5 Min. | Break | |
| 20 Min. | Code 3 driving rules and regulations | LVFR Driver Op Manual |
| 20 Min. | Apparatus parking | Video |
| 30 Min. | Aerial setup procedures | Aerial Errors video, slides, lecture |
| 5 Min. | Break | |
| 55 Min. | Secondary braking systems, Anti-lock brakes | "Telma" video, PFD 1994 Braking Demonstration video, handouts |
| 5 Min. | Break | |
| 30 Min. | Overview of Closed Course and Over the Road evaluations | Forms, overheads, drawings, lecture |

# Ladder Operations

Revised 10/01/07

**Closed Course Outline**

| Required Time Frame | Topic Outline | Teaching Aids and References |
|---|---|---|
| Closed Course - Day 1 | | |
| AM --- | | |
| 10 Min. | Driver Preparation | GM Training Manual |
| 20 Min. | Apparatus Familiarization | Driving around course wo/exercises both students in both position |
| 55 Min. | Forward Serpentine (progressively) | Course Drawings/Set-up, Course Validation, GM Training Manual |
| 5 min. | Break | Drivers are to switch vehicles and positions at this time |
| 55 Min. | Reverse Serpentine | Course Drawings/Set-up, Course Validation, GM Training Manual |
| | --- Continued this format for the duration of Closed Course Day 1 training --- | |

# Ladder Operations

Revised 10/01/07

Closed Course – Day 2--

| | | |
|---|---|---|
| 55 Min. | Evasive exercise (using progressive speeds of 2 mph starting at 25 mph) | Course Dawings/Set-up Course Validation, GM Training Manual |
| 5 Min. | Break | Drivers are to switch vehicles and positions at this time |
| 55 Min. | Controlled Braking - using progressive speeds of 2 mph starting at 25 mph. Student demonstrates proper use of ABS brakes following any non-ABS evaluations | Course Drawings/Set-up, Course validation, GM Training Manual |
| 5 Min. | Break | Drivers are to switch vehicles and positions at this time |
| 55 Min. | Alley dock exercise (first left then right) | Course Drawings/Set-up, Course validation |
| 5 Min. | Break | Drivers are to switch vehicles at this time |
| 55 Min. | 180° turn exercise | Course Drawings/Set-up, Course validation |
| 5 Min. | Break | Drivers are to switch vehicles and positions at this time |

--- Continued this format for the duration of Closed Course Day 2 training ---

# Ladder Operations

Revised 10/01/07

## Closed Course Outline

| Required Time Frame | Topic Outline | Teaching Aids and References |
|---|---|---|
| Closed Course Day 3 --- | | |
| 55 Min. | 90° turn exercise | Course Drawings/Set-up, Course Validation |
| 5 Min. | Break | Drivers are to switch vehicles at this time |
| 35 Min. | Off-road Recovery (using progressive speeds of 2 mph starting at 30 mph) | GM Training Manual, Course Drawings/Set-up, Course validation, Nevada CDL Manual |
| 60+ Min. | Over the road evaluations | Nevada Commercial Drivers License Manual, GFD Drivers Manual |
| | *** Finish any exercise training evaluations prior to conducting over the road training. | |

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# Ladder Operations

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**Closed Course Outline**

| Required Time Frame | Topic Outline | Teaching Aids and References |
|---|---|---|
| Classroom - Day 4 - Wet Application/Skid control | | |
| 20 Min. for each exercise | Non ABS and ABS or Anti-lock braking using the following exercises:<br>- Evasive<br>- Controlled Braking<br>- Split Coefficient<br>- Lane Change<br>- Incipient skid stopping<br>- Secondary braking systems (i.e. driveline, engine brake, output retarders) | Course Drawings/Set-up, Course Validation, GM Training Manual |
| 20 Min. | Circular Skid (radius turn maneuver)<br>- begin at 25 mph progressing 2 mph until loss of control is reached through normal travel | Course Drawings/Set up, Course Validation, GM Training Manual |

Note:
* The instructor will explain each exercise to ensure the student knows the basic techniques.
* All exercises will be demonstrated by the instructor prior to the student's practice and skills evaluations
* Following demonstration by the instructor, the student assumes the driving position, enters the course at the same speed determined by the instructor, and follows the same path used in the demonstration or as required by the specific exercise
* The student will continue in the exercise until satisfaction of skills are realized
* During any of the braking exercises, the student will demonstrate satisfactory skills at using ABS brakes after non-ABS evaluations are finished

# Ladder Operations

Revised 10/01/07

## NARRATIVE

**Driver Preparedness**

In vehicle set up
* Adjust seat for maximum freedom
* Arms should be away while slightly bent
* Hand placement @ "9-3"
  -- Flat steering wheel-- "9-3" with a hand drop technique & hand over hand
* Sit upright in the back of the seat
* Adjust mirrors accordingly
* #1 priority ----- SEAT BELTS
* Heel of foot should be positioned so that the ball of the foot is used to depress the throttle or brake without lifting. Preferably beneath the right side of the brake pedal
* Familiarize yourself with instrument panel

9-3" Hand Placement
* Provides greater maneuverability
  -- Full 180 degree turn without moving hands
  -- 85% of incidents can be corrected this way
* Eliminates the frequent use of hand over hand steering
  -- This leads to over-steering
* Eliminates body lean or sway
  -- Keeps driver upright
* Placement of hands/fingers/arms
  -- Hold with thumbs only - release fingers naturally when executing a maneuver
  -- Stiff handling (arms) slows the steering effort

**Exercise execution**

## Serpentine

1. I.D. the course (explain cone position and spacing)
2. Run parallel to the course
3. Set speed -- +/- 2 mph
4. NO BRAKING
5. Align with 1st cone -- 3-4 ft. out
6. Make a 90° (when driver feels he/she has cleared the cone with front tire)
   * watch for correct 90°
7. Full 180° turn or hand over hand (using hand drop technique) on each cone thereafter
8. Space evenly on each cone
9. Will have to apply slight throttle pressure to keep speed up - due to cornering forces
10. Front driver must pass around all cones without the assistance of the tiller driver.

# Ladder Operations

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*Instructor Tips:*

- The vehicle approaches the cones parallel to them and goes around the first cone as though it was in the middle of the course.
- Hand position remains at 9-3 using hand drop or hand over hand steering throughout the course, if physically possible.
- Steering movements are smooth, continuous and even in both directions.
- Speed is lost at each cone due to cornering. Throttle pressure must be increased to maintain a constant speed.
- Stay close to the cones. The student may have to knock some down in order to learn how to position the vehicle relative to them.
- Staying close to the cones keeps the vehicle in a straight a line as possible. This minimizes steering movement which reduces the need to increase throttle pressure.
- Speed: For the first time student, 15 mph is fast enough. Maximum speed will depend on the space available and safety considerations. However, it is not necessary to exceed 25 mph to accomplish the goals of this exercise.
- As speed is increased, it will be necessary to steer sooner as the vehicle approaches the cones.
- Watch the student carefully throughout the exercise. Inform the student of what they are doing right and wrong and show or tell the student how to make corrections.
- Correct the student's errors as they happen. It may be necessary to talk them through the exercise.
- Operational Checklist:
  - ☞ Entry speed
  - ☞ Hand position
  - ☞ Position of vehicle at beginning of course
  - ☞ Closeness of vehicle to cones
  - ☞ Smoothness of steering
  - ☞ Use of throttle
  - ☞ Exit speed

*Common Errors:*

- Enters the course too fast
- Attacks the first cone at an angle rather then in a line parallel with the course
- Fails to maintain speed and/or changes speed abruptly
- Passes too far from the cones
- Steering errors:
  - ☞ Does not steer enough to avoid cones with the front of the vehicle
  - ☞ Steers too soon, striking the adjacent cones with the rear of the vehicle
  - ☞ Does not steer continuously and strikes the next cone with front of the vehicle

Note:

# Ladder Operations

Revised 10/01/07

* The instructor will explain each exercise to ensure the student knows the basic techniques.
* All exercises will be demonstrated by the instructor prior to the student's practice and skills evaluations
* Following demonstration by the instructor, the student assumes the driving position, enters the course at the same speed determined by the instructor, and follows the same path used in the demonstration or as required by the specific exercise
* The student will continue in the exercise until satisfaction of skills are realized
* (Where applicable) during any of the braking exercises, the student will demonstrate satisfactory skills at using ABS brakes after non-ABS evaluations are finished

## Reverse Serpentine

Front Driver ---

1. Begin at the left side of the first cone, parallel with the course, and begin backing
2. Set speed that is comfortable
3. As trailer begins to turn past the first cone, front driver should follow
4. Rear wheels of the tractor should be 3-4' from each cone and in line with the trailer.

*Instructor Tips:*

- The vehicle approaches the cones parallel to them and goes around the first cone as though it was in the middle of the course.
- If the trailer never turns, then the front driver never turns. The front driver must wait for the rear to turn first
- Front driver: Hands remain at the 9-3 position at all times viewing both outside rear view mirrors.
- Tiller driver: Hands remain at the bottom of the steering wheel with palms up-thumbs out. Shuffle steering by the Tiller driver only is allowed, but only when backing.
- Steering movements are smooth, continuous and even in both directions.
- Stay 3-4' from each cone. The student may have to knock some down in order to learn how to position the vehicle relative to them.
- Staying close to the cones keeps the vehicle in a straight a line as possible. This minimizes steering movement.
- Speed: What the student feels comfortable with, but at all times continuous
- Watch the student carefully throughout the exercise. Inform the student of what they are doing right and wrong and show or tell the student how to make corrections.
- Correct the student's errors as they happen. It may be necessary to talk them through the exercise.
- Operational Checklist:
  - ☞ Entry speed
  - ☞ Hand position
  - ☞ Position of vehicle at beginning of course
  - ☞ Closeness of vehicle to cones
  - ☞ Smoothness of steering

- ☞ Exit speed

*Common Errors:*
- Enters the course too fast
- Attacks the first cone at an angle rather then in a line parallel with the course
- Fails to maintain speed and/or changes speed abruptly
- Passes too far from the cones
- Tractor turns prior to the trailer turning first
- Steering errors:
  - ☞ Does not steer enough to avoid cones with the rear of the tractor
  - ☞ Steers too soon, striking the adjacent cones with the rear of the tractor
  - ☞ Driver is not patient with trailer and steers too early causing a jack knife situation

Note:
* The instructor will explain each exercise to ensure the student knows the basic techniques.
* All exercises will be demonstrated by the instructor prior to the student's practice and skills evaluations.
* Following demonstration by the instructor, the student assumes the driving position, enters the course at the same speed determined by the instructor, and follows the same path used in the demonstration or as required by the specific exercise.
* The student will continue in the exercise until satisfaction of skills is realized.
* (Where applicable) During any of the braking exercises, the student will demonstrate satisfactory skills at using ABS brakes after non-ABS evaluations are finished.

## Tiller Driver ---

1. Begin at the left side of the first cone, parallel with the course, and begin backing.
2. Speed is set by front driver, but should remain comfortable for both.
3. As trailer begins to pass the first cone, the tiller driver should wait until the cone is far enough down the trailer to make a safe and easy turn.
4. Tiller driver should look either in the rear view mirror or backwards and note the position of the next cone.
5. When that cone leaves the view of the tiller driver, the driver should then look to the opposite mirror or other side of the trailer and watch for the cone to come into view.
6. As the second cone comes into view, the tiller driver should put the rear wheels of the trailer 3-4' from the cone.
7. The tiller wheels are then straightened and the trailer reversed until the second cone is far enough down the trailer to make a safe and easy turn.
8. Repeat steps 3-7 until completion of the exercise.

# Ladder Operations

Revised 10/01/07

*Instructor Tips:*

- The tiller driver should be aware of the location of the tractor portion to ensure that the tractor does not turn too early. If this happens, the tiller driver should warn the front driver and call for a stop in backing.
- Hands remain at the bottom of the steering wheel, palms up, with thumbs out at all times viewing both outside rear view mirrors and occasionally turning around to view cones.
- Steering movements are smooth, continuous and even in both directions.
- Stay 3-4' from each cone. The student may have to knock some down in order to learn how to position the trailer relative to the cones.
- Staying close to the cones keeps the vehicle in a straight a line as possible. This minimizes steering movement.
- Speed: What the drivers feel comfortable with, but at all times continuous.
- Watch the student carefully throughout the exercise. Inform the student of what they are doing right and wrong and show or tell the student how to make corrections.
- Correct the student's errors as they happen. It may be necessary to talk them through the exercise.
- Operational Checklist:
  - ☞ Entry speed
  - ☞ Hand position
  - ☞ Position of vehicle at beginning of course
  - ☞ Closeness of vehicle to cones
  - ☞ Smoothness of steering
  - ☞ Exit speed

*Common Errors:*

- Enters the course too fast
- Attacks the first cone at an angle rather then in a line parallel with the course
- Passes too far from the cones
- Steering errors:
  - ☞ Does not steer enough to avoid cones with the rear of the trailer
  - ☞ Steers too soon, striking the adjacent cones with the middle or rear of the trailer
  - ☞ Does not watch the tractor and allows for a jack knife situation to exist

# Ladder Operations

Revised 10/01/07

Note:
* The instructor will explain each exercise to ensure the student knows the basic techniques.
* All exercises will be demonstrated by the instructor prior to the student's practice and skills evaluations.
* Following demonstration by the instructor, the student assumes the driving position, enters the course at the same speed determined by the instructor, and follows the same path used in the demonstration or as required by the specific exercise.
* The student will continue in the exercise until satisfaction of skills is realized.
* (Where applicable) During any of the braking exercises, the student will demonstrate satisfactory skills at using ABS brakes after non-ABS evaluations are finished.

## Evasive

1. I.D. the course (barrier cones)
2. Center vehicle in the 12' lane
3. On a cue of "Left" or "Right",
   a. Release throttle
   b. NO BRAKING
   c. Hand drop technique around barrier
   d. Steer back APPROX. 180° to center tractor/trailer in the lane
      * Quick snap of the steering wheel will correct any fish tail
   e. Once committed - don't change mind
   f. Use what steering is required to accomplish the task
   g. Front driver must get entire ladder through without tiller driver steering input

*Instructor Tips:*
· The student may tend to guess the direction the instructor will call. It is more important to make the maneuver without striking cones than to go the called direction. If guessing is a problem to the extent that the student is not learning, it may be necessary to alter the procedures to meet the needs of the student.
· Watch the student carefully throughout the exercise. Inform the student of what they are doing right and wrong and show or tell the student how to make corrections.
· Approaching the cue point, the student may tip off an unconscious intention toward one exit lane. Watch for shifting, leaning, or movement of the steering wheel, all in the intended direction. These cues can be used to make the exercise easier or more difficult, according to the needs of the students.
· Have the student obtain the desired speed as quickly as possible and then hold the throttle steady. This will allow them to concentrate on the driving tasks.
· Speed: 20 mph to start. Increase speed with approximately 2 mph increments as student goes through course without striking cones. Increase the speed until the capability limits of the student are realized or the limitation of the apparatus is reached.
· If a student strikes cones on two or three consecutive passes at the same speed, increase the distance of the cue until successful then build up again.

## Ladder Operations

Revised 10/01/07

- Slight variations from the desired speed can be compensated for by adjusting the timing of the cue.
- Operational Checklist:
  - ☞ Hand position
  - ☞ Speed
  - ☞ Location of cue cone
  - ☞ Student's movements: Hands, body, feet
  - ☞ Timing of steering
  - ☞ Cones struck
  - ☞ Release of throttle
  - ☞ Tiller steering input
- To help keep the student from guessing the direction, it may help to have them concentrate on a fixed point some distance beyond the barrier rather than on the barrier itself.
- Correct the student's errors as they happen. It may by necessary to talk them through the exercise.

*Common Errors:*
- Steer in the wrong direction
- Starts to steer in the wrong direction and then tries to recover.
- Steering movements are too slow.
- Does not release the throttle or applies more throttle.
- Improper hand position - hand(s) moves to different position on steering wheel or does not complete a hand drop technique.
- Uses the brakes

Note:
* The instructor will explain each exercise to ensure the student knows the basic techniques.
* All exercises will be demonstrated by the instructor prior to the student's practice and skills evaluations
* Following demonstration by the instructor, the student assumes the driving position, enters the course at the same speed determined by the instructor, and follows the same path used in the demonstration or as required by the specific exercise
* The student will continue in the exercise until satisfaction of skills are realized

# Controlled Braking

Front driver --

1. I.D. the course (barrier cones)
2. Set speed -- start at 20 mph
3. Decide ahead of time on the lane choice
4. Cue on a command of "NOW"
5. Maintain foot position at all times before the "cue" command
6. On cue -- apply constant/even pressure on the brake pedal

# Ladder Operations

Revised 10/01/07

a. The ball of the foot is the sensitivity point
b. If lock-up occurs - release slightly - DON'T PUMP
   * Locked wheels make controlled steering impossible
c. Brake and steer simultaneously - hand drop technique initially
   * Hand over hand steering after passing the barrier
   * Driver should be focusing on the stopping point

7. I.D. on-coming lane cones and return hand over hand to original lane
8. Stop parallel with the course before the tractor duals pass the double cones (intersection).

*Instructor Tips:*

- Controlled braking can be accomplished with either the right or left foot.
- Watch for foot and hand movements that are made before the cue is given.
- Speed: Range for effective teaching is 20-35 mph.
- Do not permit a left foot braker to cover the brake pedal prior to the cue being given.
- The cue distance can be shortened if the vehicle has not attained the desired speed at the normal cue point.
- Have the student attain the desired speed as quickly as possible and then hold the throttle steady.
- Watch the student throughout the maneuver. Inform the student of what they are doing right and wrong, and show or tell the student how to make corrections.
- It is important to reset the cones each time they are struck.
- Correct the student's errors as they happen. It may be necessary to talk students through the exercise.
- Point out that, in making quick stops in a real situation, the driver needs to be aware of traffic behind them and not to block traffic unnecessarily by their braking action.
- Operational Checklist:
  - ☞ Speed
  - ☞ Hand position
  - ☞ Location of cue cone
  - ☞ Early foot movement
  - ☞ Early steering
  - ☞ Timing of steering and braking
  - ☞ Control of steering movement
  - ☞ Foot control while braking
  - ☞ Response of vehicle to steering and braking inputs
  - ☞ Cones struck

# Ladder Operations

Revised 10/01/07

*Common Errors:*

- Locks the wheels and does not ease off the brake pedal to let the wheels roll again or releases the brake pedal completely.
- Does not brake soon enough.
- Anticipates the cue by moving a foot toward the brake pedal and/or by steering slightly.
- Forgets to brake, usually after having just completed the evasive exercise.
- Does not apply enough steering effort to miss the barrier cones
- Does not apply hand over hand steering to return to parallel
- Does not coordinate braking and steering.
- Does not release the throttle.
- Loses control of the steering wheel.
- Leaves vehicle partially in left lane or not parallel when stopped.

Note:

* The instructor will explain each exercise to ensure the student knows the basic techniques.
* All exercises will be demonstrated by the instructor prior to the student's practice and skills evaluations
* Following demonstration by the instructor, the student assumes the driving position, enters the course at the same speed determined by the instructor, and follows the same path used in the demonstration or as required by the specific exercise
* The student will continue in the exercise until satisfaction of skills are realized
* (Where applicable) During any of the braking exercises, the student will demonstrate satisfactory skills at using ABS brakes after non-ABS evaluations are finished

## Tiller driver --

1. I.D. the course (barrier cones)
2. Speed set by front driver -- start at 20 mph
3. As cue to given to the front driver and a brake and evade maneuver is made, steering input is not applied until trailer wheel/bumper is past the barrier cone.
4. I.D. on-coming lane cones and return hand over hand to original lane
   * Driver should be focusing on the stopping point
5. Stop with the trailer parallel with that of the tractor and with the course before exiting

*Instructor Tips:*

- Watch the student to ensure that enough initial steering input is not used until passing the barrier cones with the tiller wheels/bumper. This will require more than a hand drop technique. Possibly use a hand-over-hand.
- Watch the student throughout the maneuver. Inform the student of what they are doing right and wrong, and show or tell the student how to make corrections.
- It is important to reset the cones each time they are struck.
- Correct the student's errors as they happen. It may be necessary to talk students through the exercise.

# Ladder Operations

Revised 10/01/07

- Point out that, in making quick stops in a real situation, the driver needs to be aware of traffic behind them and not to block traffic unnecessarily by their braking action.
- Operational Checklist:
  - ☞ Hand position
  - ☞ Location of trailer position at barrier
  - ☞ Timing of steering
  - ☞ Control of steering movement
  - ☞ Response of trailer to steering and braking inputs
  - ☞ Cones struck

*Common Errors:*

- Anticipates the cue by steering slightly.
- Steers before passing barrier cones
- Does not apply hand over hand steering to return to parallel
- Loses control of the steering wheel.
- Leaves trailer partially in either lane or not parallel when stopped.

Note:

* The instructor will explain each exercise to ensure the student knows the basic techniques.
* All exercises will be demonstrated by the instructor prior to the student's practice and skills evaluations
* Following demonstration by the instructor, the student assumes the driving position, enters the course at the same speed determined by the instructor, and follows the same path used in the demonstration or as required by the specific exercise
* The student will continue in the exercise until satisfaction of skills are realized
* (Where applicable) During any of the braking exercises, the student will demonstrate satisfactory skills at using ABS brakes after non-ABS evaluations are finished

## Alley Dock

Front Driver --

1. I.D. the course
2. Set speed that is comfortable
3. Prepare to enter alley so that a backing maneuver is initially made to the driver's side (once completed satisfactorily, back to the right, blind side)
4. Begin backing the ladder into the simulated alley using mirrors.
5. As trailer begins to turn, the front driver should follow until the entire ladder is positioned in the alley dock and the rear bumper is within 18" from the rear of the dock.
6. First the front driver makes the rear bumper spot without the help of the tiller driver, then with his assistance

# Ladder Operations

Revised 10/01/07

*Instructor Tips:*

- If the trailer never turns, then the front driver never turns. The front driver must wait for the rear trailer to turn first.
- Hands remain at the 9-3 position at all times viewing both outside rear view mirrors.
- Steering movements are smooth, continuous and even.

Note:

* The instructor will explain each exercise to ensure the student knows the basic techniques.
* All exercises will be demonstrated by the instructor prior to the student's practice and skills evaluations
* Following demonstration by the instructor, the student assumes the driving position, enters the course at the same speed determined by the instructor, and follows the same path used in the demonstration or as required by the specific exercise
* The student will continue in the exercise until satisfaction of skills are realized
* (Where applicable) During any of the braking exercises, the student will demonstrate satisfactory skills at using ABS brakes after non-ABS evaluations are finished

## Tiller Driver --

1. After the course is identified, tiller driver gives the ok to begin backing
2. Speed is set by front driver, but should remain comfortable for both
3. Prepare to enter alley so that a backing maneuver is initially made to the driver's side (once completed satisfactorily, back to the right, blind side)
4. As trailer begins to enter the dock, the tiller driver should wait until the cone is far enough down the trailer to make a safe and easy turn
5. Tiller driver should look either in the rear view mirror or backwards and note the position of both entrance cones.
6. As trailer enters the dock, the tiller driver should position the trailer so that it is parallel in the dock and the rear bumper is within 18" from the rear of the dock.
7. First the front driver makes the rear bumper spot without the help of the tiller driver, then asks for his assistance

*Instructor Tips:*

- Tiller driver should watch the dock’s corner cones until both come into view in the mirror
- Turns into the alley dock should be made at an imaginary cone approximately 3' out from the corner cone. This helps to place the ladder in a straighter position for backing and allows the driver to see the entire dock
- As the driver backs slowly, steering inputs should be slow
- As the driver backs quickly, faster steering inputs may be necessary
- Hands remain at the bottom of the steering wheel with palms up, thumbs out. At all times, driver should view both outside rear view mirrors.
- Steering movements are smooth, continuous and even.

# Ladder Operations

Revised 10/01/07

Note:
* The instructor will explain each exercise to ensure the student knows the basic techniques.
* All exercises will be demonstrated by the instructor prior to the student's practice and skills evaluations
* Following demonstration by the instructor, the student assumes the driving position, enters the course at the same speed determined by the instructor, and follows the same path used in the demonstration or as required by the specific exercise
* The student will continue in the exercise until satisfaction of skills are realized
* (Where applicable) During any of the braking exercises, the student will demonstrate satisfactory skills at using ABS brakes after non-ABS evaluations are finished

## 180° Turn

1. I.D. the course
2. The student approaches the course at the speed identified by the instructor
3. No brakes or stopping are allowed
4. Turn right on the first pass, then left
5. Tiller driver does not steer, holds wheel straight

*Instructor Tips:*
- If driver is unaware of the location of the front bumper to start, assistance can be asked of the instructor. Successful passing without the assistance of the instructor must be made.
- Driver can look out the side window, but cannot leave the seat
- Speed should be consistent and set by the driver
- Operational Checklist:
  - ☞ Hand position
  - ☞ Speed
  - ☞ Checking both mirrors

*Common Errors:*
- Tiller steers
- Speed inconsistent or uses brakes
- Leaves drivers seat to see cones
- Does not watch both mirrors
- Does not allow enough room for trailer
- Ladder not straight when entering

# Ladder Operations

Revised 10/01/07

Note:
* The instructor will explain each exercise to ensure the student knows the basic techniques.
* All exercises will be demonstrated by the instructor prior to the student's practice and skills evaluations
* Following demonstration by the instructor, the student assumes the driving position, enters the course at the same speed determined by the instructor, and follows the same path used in the demonstration or as required by the specific exercise
* The student will continue in the exercise until satisfaction of skills are realized
* (Where applicable) During any of the braking exercises, the student will demonstrate satisfactory skills at using ABS brakes after non-ABS evaluations are finished

## 90° Turn

1. I.D. the course
2. The student approaches the course at the speed identified by the instructor
3. No stopping, brakes ok
4. (Tiller Driver) should watch rear trailer bumper and put it 4-6" from lane cones

*Instructor Tips:*
- If driver is unaware of the location of the front bumper to start, assistance can be asked of the instructor. Successful passing without the assistance of the instructor must be made.
- Driver can look out the side window, but cannot leave the seat
- Speed should be consistent and set by the driver
- Operational Checklist:
  - Hand position
  - Speed
  - Checking both mirrors

*Common Errors:*
- Repositioning caused by late or early steering inputs
- Steers too early and causes middle of trailer to strike inside lane poles (cones).
- Tiller driver provides too much evasive steering and strikes outside lane cones with rear bumper
- Tiller driver does not provide enough evasive steering and strikes inside lane poles with trailer

Note:
* The instructor will explain each exercise to ensure the student knows the basic techniques.
* All exercises will be demonstrated by the instructor prior to the student's practice and skills evaluations
* Following demonstration by the instructor, the student assumes the driving position, enters the course at the same speed determined by the instructor, and follows the same path used in the demonstration or as required by the specific exercise

Ladder Operations Revised 10/01/07

* The student will continue in the exercise until satisfaction of skills are realized
* (Where applicable) During any of the braking exercises, the student will demonstrate satisfactory skills at using ABS brakes after non-ABS evaluations are finished

## Off-road Recovery

1. I.D. the course
2. The front driver approaches the course at the speed identified by the instructor
3. The front driver drops one side of the ladder off of the road edge and positions the vehicle so that the off-road wheels have room to turn without scrubbing the curb.
4. Turn the wheel ¼ turn toward the road. Tiller driver provides slight steering effort only if needed. Otherwise, holds wheel straight and follows.
5. When each driver feels his tire hit the curb, straightens the ladder so that it stays in its lane.
6. Make a U-turn and approach the course from the opposite direction
7. Perform the same maneuver
8. Make a U-turn and approach the course from the opposite direction
9. Drive the entire ladder off the roadway and positions the ladder so that the off-road wheels have room to turn without scrubbing the curb.
10. Turn the wheel ¼ turn toward the road. Tiller driver provides slight steering effort only if needed. Otherwise, holds wheel straight and follows.
11. When each driver feels his tire hit the curb, straightens the ladder so that it stays in its lane.
12. Make a U-turn and approach the course from the opposite direction
13. Perform the same maneuver
14. Make a U-turn and approach the course from the opposite direction
15. Student drops one side of the ladder off of the road edge and positions the ladder so that the off-road wheels scrub the curb with the inside of the off-road tires. Tiller steering input is required to address the rear trailer portion.
16. The front driver turns the wheel gradually toward the road until the ladder begins to enter the roadway. Tiller driver provides slight steering effort only if needed. Otherwise, holds wheel straight and follows.
17. When the student feels the front tire grab and enter the roadway, counter steers to return to parallel with the lane. A slight snap of the wheel may be necessary to correct any limited handling situation that may present itself.
18. Make a U-turn and approach the course from the opposite direction
19. Perform the same maneuver
20. Repeated runs are made until satisfaction of skills are realized

*Instructor Tips:*

· Be sure to watch the student's steering motions closely to determine the amount and timing of their steering inputs. Inform the student of what they are doing right and wrong, and show or tell the student how to make corrections.
· Until the student is familiar with the exercise, they should be cued when to make the recovery. After that, the student can initiate the maneuver at his/her own discretion.

# Ladder Operations

Revised 10/01/07

- Correct the student's errors as they happen. It may be necessary to talk students through the exercise.
- It is not necessary to center the vehicle over the road edge in order to give the tire enough space to turn. The shoulder may not be wide enough to do that. Just enough space is needed between the curb and the off-road tire for the tread, rather than the sidewall, to contact the curb when the recovery is made.
- 45° - 90° of steering input is all that is needed to make a recovery.
- The greater the curb height and/or the closer the tire is to the curb, the greater the amount of steering and the quicker the steering wheel needs to be turned in order to recover the roadway.
- If the student turns the steering wheel to maintain lane position before the front tire strikes the curb, there is the possibility that the front tire will climb the curb and the rear tire will not. The rear tire can then scrub, causing part of or the entire ladder to remain on the shoulder.
- The maneuver can be accomplished easily with the 9-3 hand position (hand drop for larger units)
- Speed: Start at 30 mph. Increase in 2-3 mph steps as the student progresses until the limit of capability of the student is reached or the limitations of the apparatus.
- Operational Checklist:
  - ☞ Hand position
  - ☞ Timing of steering to maintain lane
  - ☞ Speed
  - ☞ Releases accelerator
  - ☞ Position of vehicle to curb
  - ☞ Amount of steering to recover road

*Common Errors:*

- Does not allow sufficient space between the curb and the tire for the tire to assume the angle needed to come up over the curb without scrubbing.
- Applies the brakes
- Does not release throttle or accelerates.
- Steer too slowly. This can cause the tire to scrub resulting in an improper recovery.
- Jerks the wheel in an attempt to recover the roadway.
- Steers more than necessary to make the vehicle recover the roadway.

# Ladder Operations

Revised 10/01/07

Note:
* The instructor will explain each exercise to ensure the student knows the basic techniques.
* All exercises will be demonstrated by the instructor prior to the student's practice and skills evaluations
* Following demonstration by the instructor, the student assumes the driving position, enters the course at the same speed determined by the instructor, and follows the same path used in the demonstration or as required by the specific exercise
* The student will continue in the exercise until satisfaction of skills are realized
* (Where applicable) During any of the braking exercises, the student will demonstrate satisfactory skills at using ABS brakes after non-ABS evaluations are finished

**Wet Application Exercises**

## Split Coefficient

1. I.D. the course
2. The student enters onto the skid pad at a predetermined speed with ½ of the vehicle on the pad and ½ on dry surface
3. The student attempts to stop the vehicle without wheel lock-up or using the ABS brakes
4. The student releases the throttle, steers to keep the front of the vehicle pointed straight, and controls any skid.
5. This is done from both ends of the skid pad

Note:
* The instructor will explain each exercise to ensure the student knows the basic techniques.
* All exercises will be demonstrated by the instructor prior to the student's practice and skills evaluations
* Following demonstration by the instructor, the student assumes the driving position, enters the course at the same speed determined by the instructor, and follows the same path used in the demonstration or as required by the specific exercise
* The student will continue in the exercise until satisfaction of skills are realized
* (Where applicable) During any of the braking exercises, the student will demonstrate satisfactory skills at using ABS brakes after non-ABS evaluations are finished

## Lane Change

1. I.D. the course
2. The student enter the skid pad at a predetermined speed
3. After the entire vehicle is on the skid pad, the student makes a lane change
4. The student releases the throttle, steers to keep the front of the vehicle pointed straight into the chosen lane of travel, and controls any skid.
5. Lane changes are made both to the left and right.

# Ladder Operations

Revised 10/01/07

Note:
* The instructor will explain each exercise to ensure the student knows the basic techniques.
* All exercises will be demonstrated by the instructor prior to the student's practice and skills evaluations
* Following demonstration by the instructor, the student assumes the driving position, enters the course at the same speed determined by the instructor, and follows the same path used in the demonstration or as required by the specific exercise
* The student will continue in the exercise until satisfaction of skills are realized
* (Where applicable) During any of the braking exercises, the student will demonstrate satisfactory skills at using ABS brakes after non-ABS evaluations are finished

## Incipient skid stopping

1. I.D. the course
2. The student enter the skid pad at a predetermined speed
3. After the entire vehicle is on the skid pad, the student makes a stop without locking up the wheels
4. The student releases the throttle, steers to keep the front of the vehicle pointed straight, and controls any skid.
5. Speeds are gradual and progressive

Note:
* The instructor will explain each exercise to ensure the student knows the basic techniques.
* All exercises will be demonstrated by the instructor prior to the student's practice and skills evaluations
* Following demonstration by the instructor, the student assumes the driving position, enters the course at the same speed determined by the instructor, and follows the same path used in the demonstration or as required by the specific exercise
* The student will continue in the exercise until satisfaction of skills are realized
* (Where applicable) During any of the braking exercises, the student will demonstrate satisfactory skills at using ABS brakes after non-ABS evaluations are finished

## Secondary Braking Systems (i.e. Telma, Jacob brake, Allison retarder)

1. The secondary braking system on the vehicle is demonstrated by the instructor after the entire vehicle is on the skid pad. No brakes are used.
2. The student then demonstrates the same system with progressive speeds until loss of control.
3. This helps the student realize to what point the vehicle is stable using that particular braking system under inclement weather conditions.

Note:
* Secondary braking systems should be demonstrated and practiced on normal driving surfaces after wet.
* The instructor will explain each exercise to ensure the student knows the basic techniques.

# Ladder Operations

Revised 10/01/07

* All exercises will be demonstrated by the instructor prior to the student's practice and skills evaluations
* Following demonstration by the instructor, the student assumes the driving position, enters the course at the same speed determined by the instructor, and follows the same path used in the demonstration or as required by the specific exercise
* The student will continue in the exercise until satisfaction of skills are realized
* (Where applicable) During any of the braking exercises, the student will demonstrate satisfactory skills at using ABS brakes after non-ABS evaluations are finished

## Circular Skid (radius turn maneuver)

1. I.D. the course
2. Begin at 25 mph progressing 2 mph until loss of control is reached through normal travel
3. Turns are made after the entire vehicle is on the skid pad
4. Turns are made both left and right.

*Instructor Tips:*

- It is necessary to very closely observe the student's hand movements as they correct the skid. Inform the student what they are doing right and wrong, and show or tell the student how to make corrections.
- Listen to the sound of the engine to determine if the student has released the throttle or has accelerated.
- Give the student simple, single skids to start.
- Correct the student's errors as they happen. It may be necessary to talk students through the exercise.
- Make sure the student starts with the 9-3 hand position, but changes to the hand-drop or hand-over-hand method if necessary.
- Vary the exercise so that the student does not develop a conditioned response to the skid.
- Watch for foot movement to determine if the student has a tendency to use the brakes.
- Several factors determine how severe the student's skid will be: Speed, the angle of entry of the vehicle onto the skid surface (the greater the angle, the more severe the skid), and the length of time the instructor keeps the wheel(s) locked.
- Speed: On a slick surface, skid control can be taught from 25 mph. Start at the lower speed and work up gradually as the skill of the student would indicate.
- Operational Checklist:
  - Speed
  - Hand position
  - Amount of steering used to drive curved path
  - Angle of the path of the vehicle on the skid surface
  - Hand movement in correcting skid
  - Response time of the student
  - Timing of counter steering
  - Returns to 9-3 hand position

# Ladder Operations

Revised 10/01/07

*Common errors:*

- Responds slowly to the first skid, allowing the vehicle to go beyond the point of control.
- Does not steer enough to control the skid
- Over-responds to the skid by turning the steering wheel too much, possibly causing a second skid.
- Starts the counter steer too late after the initial correction.
- Does not use hand-over-hand steering if more than 180° of steering is achieved and then momentarily stops steering. This causes the student to be very slow in applying additional steering and may result in the vehicle skidding out of control.
- Takes both hands off the steering wheel at the same time or shuffle steers.
- Does not ease up on the accelerator.
- Tries to control the skid by using the accelerator or accelerates unknowingly.
- Applies the brakes possibly locking the wheels, unless vehicle has ABS.
- Cannot distinguish which direction the vehicle is skidding and does nothing.
- Steers with one hand only.
- Steers in the wrong direction.

Note:

* The instructor will explain each exercise to ensure the student knows the basic techniques.
* All exercises will be demonstrated by the instructor prior to the student's practice and skills evaluations
* Following demonstration by the instructor, the student assumes the driving position, enters the course at the same speed determined by the instructor, and follows the same path used in the demonstration or as required by the specific exercise
* The student will continue in the exercise until satisfaction of skills are realized
* (Where applicable) During any of the braking exercises, the student will demonstrate satisfactory skills at using ABS brakes after non-ABS evaluations are finished

# Air Brake Test

1. Check Air Compressor Governor Cut-in and Cut-out Pressures
   a. With engine on and air tank full; reduce air pressure by pumping service brake pedal. At idle, the air governor should cut-in at about 100 psi. and cut-out the air compressor at about 120-125 psi.

Air Leakage Rate test
2. Air tanks full, batteries/ignition on, engine off, wheels chocked or on flat ground.

3. Release the parking brake and time the air pressure drop
   a. loss rate should be less than 2 psi in 1 minute for single vehicles and less than 3 psi in 1 minute for combination vehicles

4. Apply foot pressure of 90 psi or more to the service brake pedal
   a. after the initial drop, pressure should not drop more than 3 psi in 1 minute for single vehicles or more than 4 psi for combination vehicles

5. Test Low Pressure Warning Signal
   a. Continue reducing air tank by pumping brake pedal
   b. low pressure warning signal must come on before reaching less than 60 psi (or tank with the lowest air pressure in dual systems)

6. Check That the Spring Brakes Come on Automatically
   a. Continue reducing air tank by pumping brake pedal
   b. "Parking Brake" knob should pop out when the air pressure falls to within 20-40 psi

7. Check Rate of Air Pressure Buildup
   a. Engine on and at operating Rpm's
   b. Pressure should build from 85-100 psi within 45 seconds in dual air systems
   c. Pre-1975, typical requirements are from 50-90 psi within 3 minutes at idle speed

8. Test Parking Brake
   a. With parking brake on, gently pull forward or backward (based on location of wheel chocks) to see if parking brake will hold. Only mild throttle pressure is needed.
   ** Too much throttle pressure can damage driveline.

# Ladder Operations

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9. Test Service Brakes
    a. Release parking brake, slowly move forward or backward (based on location of wheel chocks) and apply service brakes.

10. Check Manual Slack Adjusters on S-Cam Brakes
    a. Park on level ground, wheels choked, keys in pocket
    b. Push in parking brake
    c. Pull on each slack adjuster
        > should not move more than 1 inch where the push rod attaches
        > since parking brakes only affect the rear brakes, the front slack adjusters can be checked at any time during the pre-trip inspection

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***ADVANCE DRIVER TRAINING PROGRAM***
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# Ladder Operations

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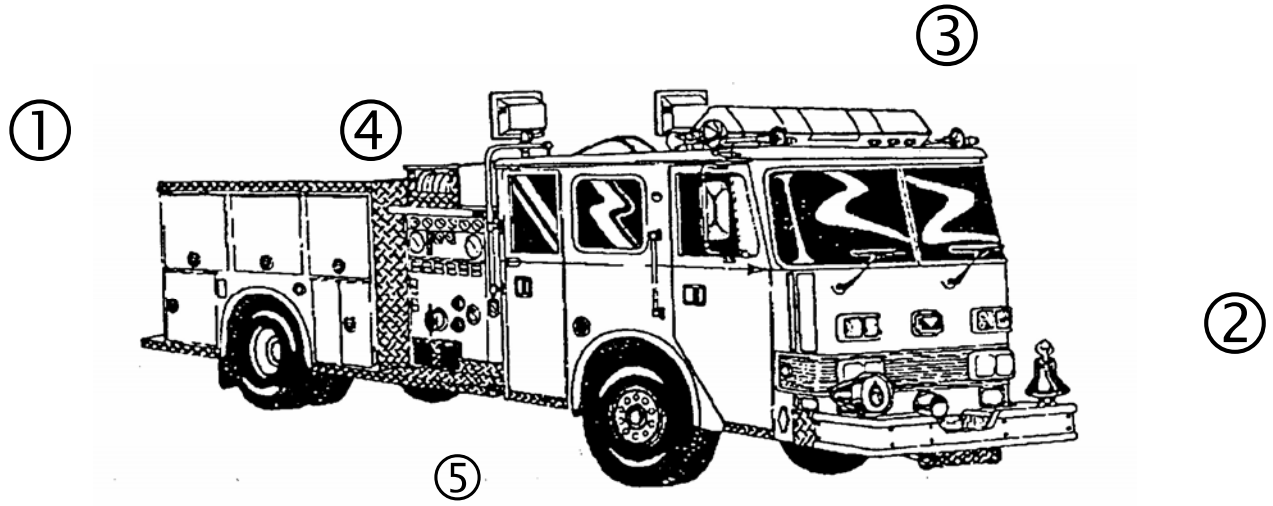
# LVFR PRE-TRIP VEHICLE INSPECTION GUIDE




## DAILY CHECK

**Engine Compartment**

1. ☐ Leaks
   ☐ Oil level
   ☐ Water level
   ☐ Power steering fluid
   ☐ Air compressor

**Inside Cab**

2. ☐ Emergency lights/siren
   ☐ Steering wheel play
   ☐ Parking brake
   ☐ Dash lights
   ☐ Horn
   ☐ Oil pressure
   ☐ Ammeter/volt meter
   ☐ Fuel tank gauge
   ☐ Air brake buzzer
   ☐ Mirrors, windshield
   ☐ Wipers
   ☐ Heater/defroster

**Outside Cab/around apparatus**

3. ☐ Emergency lighting
   ☐ Headlights

**On top of apparatus**

4. ☐ Water tank level
   ☐ Foam tank level
   ☐ Fire fighting/EMS equipment (deluge gun, hoses, nozzles, back boards, etc.)

## TRUCK DAY

5. ☐ Air brake test
   ☐ Springs
   ☐ Spring mounts
   ☐ Shock absorbers,
   ☐ Brake hose
   ☐ Brake chamber
   ☐ Brake drum
   ☐ Slack adjuster
   ☐ Tires (4/32 front, 2/32 rear)
   ☐ Steering box
   ☐ Steering linkage
   ☐ Water pump
   ☐ Alternator

**Ladder trucks**

☐ Jack plates
☐ Bulging/leaking hydraulic lines
☐ Hoisting cylinders
☐ Hydraulic fluid
☐ Trailer mounting bolts
☐ Trailer air/electrical connections
☐ Trailer frame

**Tiller**

☐ Springs
☐ Spring mounts
☐ Shock absorbers,
☐ Brake hose
☐ Brake chamber
☐ Brake drum
☐ Slack adjuster
☐ Steering axle tires (4/32)
☐ Steering box
☐ Steering linkage
☐ Tiller signal button
☐ Steering wheel play
☐ Mirrors, windshield

# Ladder Operations

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- ☐ Door, mirrors
- ☐ Rear lights, reflectors
- ☐ Brake/signal lights
- ☐ Emergency equipment
- ☐ Tire pressure
- ☐ Tire tread depth and wear
- ☐ Rim, hub seal, lug nuts
- ☐ Fuel tank
- ☐ Fuel leaks
- ☐ Exhaust system
- ☐ Drive shaft
- ☐ Frame
- ☐ Hydraulic fluid
- ☐ Mud flaps
- ☐ Wipers
- ☐ Heater/defroster
- ☐ Tire pressure
- ☐ Tire tread depth and wear
- ☐ Rim, hub seal, lug nuts
- ☐ Door, mirrors, windshield
- ☐ Rear lights, reflectors

## APPENDICES

Glossary of Terms

| | |
|---|---|
| ABS | Anti-lock braking system |
| Gate | Simulating an apparatus door opening or obstruction representing pumper intake height. This is also to represent height limitations for each particular apparatus/vehicle and the limitations of outside rear view mirrors. |
| I.D. | Identify the course as to the location and purpose of each cone, barrier, barrier piping, and course outline. Instructors dialogue, comments on the purpose of each exercise and validation. A demonstration of each exercise is then completed by the instructor. |
| Secondary Braking Systems | Those systems using either vehicle exhaust, electro-magnetic, or internal transmission components to restrict the forward movement of a vehicle and in turn slow the vehicle down. |

## MANUALS

1. Nevada Department of Transportation. Nevada Commercial Driver's License Manual. Current issue
2. General Motors Desert Proving Grounds. Advanced Driver Training Course Manual. 1990 edition.
3. Las Vegas Fire & Rescue. Driver's Operator Manual.
4. Las Vegas Fire & Rescue. S.O.P.'s

## VIDEOS

# Ladder Operations

Revised 10/01/07

1. Phoenix Fire Department. Aerial Errors.
2. Phoenix Fire Department. After the Accident.
3. Phoenix Fire Department. Apparatus Parking. 1994 edition.
4. Phoenix Fire Department. Driver Training Series 1-4, Driver Training Program
5. Phoenix Fire Department. EP-37 Accident. 1993 edition.

**EVALUATION FORMS**

1. Closed Course
2. Over the Road
3. Grinder
4. Air Brake Test
5. Student Completion

*Las Vegas Fire & Rescue*
***ADVANCE DRIVER TRAINING PROGRAM***
*Lesson Plan*

# Passenger Vehicle

Revised-10/01/07

## Class Description

To provide a detailed and comprehensive driver training program for all vehicle drivers with emphasis on safety and driving skills under most driving conditions, and to teach vehicle operators to respond as quickly and correctly as possible in an emergency situation.

Las Vegas Fire & Rescue (LVFR) uses standards established by National Fire Protection Association, 1002 Standard for Driver Apparatus, Nevada Department of Transportation, Commercial Drivers License (CDL), General Motors Advanced Driver Training, National Highway Traffic and Safety Administration, and the Occupational Health and Safety Administration programs.

All instructors are certified using the Advanced Driver Training program.

This then becomes the Standard for Las Vegas Fire & Rescue (LVFR).

## Learning Competencies

Vehicle drivers must possess both driving skill and proper attitude to drive safely and professionally. Many drivers believe that years of experience will see them through every situation. However, experience alone is not enough. Continuing education, classroom work, and "hands-on" driving must supplement it.

High profile vehicles are not designed for high speed handling. A sports car will stop easier, sway less while turning and handle better because it has less inertia to overcome due to its lighter weight and low center of gravity. In learning to drive both passenger vehicles and top-heavy or high profile vans, the driver must learn to compensate for any added inertia. This is accomplished by decreased speed, practice, increased awareness, with anticipation of traffic signals and the actions of others. Couple defensive driving skills with repetitive training in Advanced Driver Training techniques for collision avoidance and the driver will learn to avoid a critical situation by taking the proper action without conscious thought.

All of the exercises/maneuvers listed below can and are sometimes used every day by drivers of passenger vehicles. Below is a definitive reason for each exercise and the learning competencies gained by each driver successfully passing the Advanced Driver Training program through Las Vegas Fire & Rescue.

# Passenger Vehicle

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Serpentine - The serpentine exercise helps acquaint the driver with the vehicle's turning capabilities. The controls stressed in the exercise are basic to all driving situations. The purpose is to develop a sense of unity and control with the vehicle and learn proper timing of steering inputs (the relationship of a fixed object to that of a moving object). 9-3 hand positions, smoothness, timing, and throttle controls stressed in this exercise are the basics of Advanced Driver Training techniques.

Reverse Serpentine - Backing a vehicle through the reverse serpentine helps to acquaint the driver(s) to spatial references. In doing so, the driver learns smoothness, timing, rhythm and the use of outside and inside rear view mirrors.

Evasive maneuver - This is designed to teach an alternative to panic braking in an emergency situation. This exercise teaches that less distance is needed to steer a vehicle around an object than is used when panic stopping before striking it. This shows the maneuvering capability and stability of the vehicle while teaching the driver his or her own capabilities and limitations in making the maneuver.

Controlled braking - This helps the driver to develop the ability to achieve maximum braking while still being able to control the direction of the vehicle. During wheel lock up, inability to maneuver/steer the vehicle is experienced. This trains the driver to regain directional control of the vehicle as soon as possible after a skid/lock-up has occurred, return the vehicle back into the original lane, and stop before the vehicle enters a simulated intersection.

Hammerhead - Improving awareness of vehicle size, maneuverability in confined spaces, increase awareness of the vehicle turning radius, and the use of mirrors are all part of what the driver learns in the Hammerhead. This teaches the relationship of the vehicle with stationary objects. For passenger van drivers, this exercise represents the placement of vans or vehicles in driveways, parking spaces, or alleyways.

Offset Alley - The 12 foot alley from which the driver must enter/exit is arranged 12 feet out of line to the opposite 12 foot alley into which the vehicle must be driven. The purpose of the exercise is to test the driver's ability to maneuver the vehicle within a confined space. The driver must accurately judge the distance between the vehicle and the barriers and learn the position of the front and rear bumpers. After proceeding forward through the exercise, the driver will back through the offset alleys. The driver should be proficient enough at backing to not hit any cones or to have to reposition the vehicle.

Over-the-road - To meet Nevada Commercial Motor Vehicle testing, we evaluate drivers on the skills they possess and are properly instructed in defensive driving. Defensive driving skills are to be used at all times so that the driver does not have to react to an incident using a collision avoidance maneuver. Drivers will be given direction on proper lane changes, stop points on

roadway intersections, freeway, residential, and city traffic driving, proper use of mirrors and signaling, plus spacing between vehicles. Defensive driving rules are discussed at this time. The driver must demonstrate the ability to back into alleyways, parking spaces, apartment complexes, and driveways as required by the instructor. The Over-the-road testing period is a pass/fail evaluation. The uses of defensive driving skills during all facets of the evaluation period are mandatory by the driver and failure to exhibit any of these skills will mean failure of the over the road section and may also lose certification from Las Vegas Fire & Rescue.

Off-road Recovery - The purpose is to give the driver an understanding of the problems involved with, and to develop the driver's skills in making an off-road recovery over a curb or back onto the driving portion of the roadway at operating speeds. Too much steering input may cause the vehicle to cross over its lane into the adjacent one and possibly off the road on the other side before the driver can regain control of the vehicle. Not enough steering input will leave the vehicle on the shoulder possibly facing a parked car, bridge abutment or worse. This exercise teaches the driver to make a quick return to the roadway necessary to avoid a collision.

Wet Application Skid Control

- Non ABS and ABS or Anti-lock braking
- Incipient skid stopping
- Lane Change
- Split Coefficient stopping
- Secondary Braking System (i.e. Telma, Jake Brake, Allison retarder)

Driving vehicles is not always done in ideal situations. Inclement weather conditions will always present an extreme hazard for drivers of passenger vehicles. Wet Application Skid Control teaches the driver the limitations of the vehicle he or she may be driving when faced with this situation.

As in the Controlled Braking, the driver develops the ability to achieve maximum braking while still being able to control the vehicle. Combine this with wet/slick surfaces and the attempt becomes almost senseless. Wheel lock up occurs almost immediately. Therefore, the driver must learn the reactions the vehicle will display when faced with the above scenarios. The driver will learn the proper action to take under these conditions and will react accordingly. The driver will demonstrate proficiency and competency of skills in the vehicle to achieve a passing grade. Speeds to start are random but progressive according to the skill level of each driver.

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# Passenger Vehicle

Revised-10/01/07

**Resources Needed**

| | |
|---|---|
| 180 | 12" Cones |
| 110 | 18" Cones |
| 40 | 36" Cones |
| 40 | 1"x 4' PVC pipe with couplings (tee and 90° elbow) |
| 8 | 4"x 12" Wooden flags with adjustable clamps for pipe |
| 16 | 18" Cones with wooden bases and support pegs for pipe |
| 8 | 2 Channel radios |
| EA. | Closed course evaluation forms for each student |
| EA. | Over the road forms for each student |
| 1 | Student completion form for that day's training (to be used by the safety officer) |

*15-20 acre driving pad consisting of 8" thick ¾" asphalt over an 8" lime stabilized base. Pad to have all exercises outlined for easy set up and removal.
*Pick/up - for safety officer to address the safety of the operation and for transportation of the equipment.
*Passenger vehicle- 1 for the over-the-road exercise.
*Passenger vehicle - 1 for each 2 students in ½ of the training class
*ABS equipped sedan - 1 for each 2 students in ½ of the training class
*Certified Advanced Driver Training Instructor - 1 for each 2 students
*Safety officer

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***ADVANCE DRIVER TRAINING PROGRAM***
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# Passenger Vehicle

Revised-10/01/07

**Classroom Outline**

| Required Time Frame | Topic Outline | Teaching Aids and References |
|---|---|---|
| Classroom - Day 1 | | |
| 20 Min. | Driving rules and regulations | NDOT Manual |
| 30 Min. | Overview of Closed Course and Over the Road evaluations | Course validation, forms, drawings, NV CDL Manual |
| 55 Min. | Pre-trip practical on vehicle(s) | Passenger vehicle, handouts |
| 5 Min. | Break | |
| 55 Min. | Secondary Braking Systems | Handouts |

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# Passenger Vehicle

Revised-10/01/07

**Closed Course Outline**

| Required Time Frame | Topic Outline | Teaching Aids and References |
|---|---|---|
| Driving - Day 1 | | |
| 10 Min. | Driver Preparation | GM Training Manual |
| 55 min. | Serpentine Exercise (progressively, 45', 55', and 60', starting with the 45') Forward then Reverse | Course Drawings/Set-up, Course Validation, GM Training Manual |
| 5 Min. | Break | |
| 55 Min. | Evasive exercise (using progressive speeds of 2 mph starting at 25 mph) | Course Drawings/set-up, Course Validation, GM Training Manual |
| 5 Min. | Break | |
| 55 Min. | Controlled Braking - using progressive speeds of 2 mph starting at 25 mph)<br>- Student demonstrates proper use of ABS brakes following non-ABS evaluations | Course Drawings/Set-up, Course Validation, GM Training Manual |
| 5 Min. | Break | |
| 55 Min. | Offset Alley exercise (first forward then reverse) | Course Drawings/Set-up, Course Validation |
| 5 Min. | Break | |
| 55 Min. | Hammerhead exercise | Course Drawings/Set-up, Course Validation |

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# Passenger Vehicle

Revised-10/01/07

**Closed Course Outline**

| Required Time Frame | Topic Outline | Teaching Aids and References |
|---|---|---|
| Driving - Day 2 | | |
| 35 Min. | Off-road Recovery (using progressive speeds of 2 mph starting at 30 mph) | GM Training Manual<br>Course Drawings/Set-up, Course Validation, Nevada CDL Manual |
| Wet Application Skid control | Non ABS and ABS or Anti-lock braking using the following exercises: | Course Drawings/Set-up, Course Validation, GM Training Manual |
| 20 Min. for each exercise | - Evasive<br>- Controlled Braking<br>- Split Coefficient<br>- Lane Change<br>- Incipient skid stopping | |
| 20 Min. | Circular Skid (radius turn maneuver)<br>- begin at 25 mph progressing 2 mph until loss of control is reached through normal travel | Course Drawings/Set up procedures<br>Course Validation<br>GM Training Manual |

Over the road evaluations is only performed following the successful passing of the prior day's training and evaluations.

| | | |
|---|---|---|
| 60 Min. | Over the Road | NV Commercial Driver's License Manual, Course Validation |

# Passenger Vehicle

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Note:
* The instructor will explain each exercise to ensure the student knows the basic techniques.
* All exercises will be demonstrated by the instructor prior to the student's practice and skills evaluations
* Following demonstration by the instructor, the student assumes the driving position, enters the course at the same speed determined by the instructor, and follows the same path used in the demonstration or as required by the specific exercise
* The student will continue in the exercise until satisfaction of skills are realized
* During any of the braking exercises, the student will demonstrate satisfactory skills at using ABS brakes after non-ABS evaluations are finished

## NARRATIVE

### Driver Preparedness

In vehicle set up

* Adjust seat for maximum freedom
* Arms should be away while slightly bent
* Hand placement @ "9-3"
  -- Flat steering wheel-- "9-3" with a hand drop technique & hand over hand
* Sit upright in the back of the seat
* Adjust mirrors accordingly
* #1 priority ----- SEAT BELTS
* Heel of foot should be positioned so that the ball of the foot is used to depress the throttle or brake without lifting. Preferably beneath the right side of the brake pedal
* Familiarize yourself with instrument panel

9-3" Hand Placement*:*

* Provides greater maneuverability
  -- Full 180 degree turn without moving hands
  -- 85% of incidents can be corrected this way
* Eliminates the frequent use of hand over hand steering
  -- This leads to over-steering
* Eliminates body lean or sway
  -- Keeps driver upright
* Placement of hands/fingers/arms
  -- Hold with thumbs only - release fingers naturally when executing a maneuver
  -- Stiff handling (arms) slows the steering effort

# Passenger Vehicle

Revised-10/01/07

**Exercise execution**

## Serpentine

1. I.D. the course (explain cone position and spacing)
2. Run parallel to the course
3. Set speed -- +/- 2 mph
4. NO BRAKING
5. Align with 1st cone -- 2-3 ft. out
6. Make a 90° (when driver feels he/she has cleared the cone with front tire)
   * watch for correct 90°
7. Full 180° turn on each cone thereafter - feeling forearms touch
8. Space evenly on each cone
9. Will have to apply slight throttle pressure to keep speed up - due to cornering forces

*Instructor Tips:*

- The vehicle approaches the cones parallel to them and goes around the first cone as though it was in the middle of the course.
- Hand position remains at 9-3 throughout the course, if physically possible.
- Steering movements are smooth, continuous and even in both directions.
- Speed is lost at each cone due to cornering. Throttle pressure must be increased to maintain a constant speed.
- Stay close to the cones. The student may have to knock some down in order to learn how to position the vehicle relative to them.
- Staying close to the cones keeps the vehicle in a straight a line as possible. This minimizes steering movement which reduces the need to increase throttle pressure.
- Speed: For the first time student, 15 mph is fast enough. Maximum speed will depend on the space available and safety considerations. However, it is not necessary to exceed 25 mph to accomplish the goals of this exercise.
- As speed is increased, it will be necessary to steer sooner as the vehicle approaches the cones.
- Watch the student carefully throughout the exercise. Inform the student of what they are doing right and wrong and show or tell the student how to make corrections.
- Correct the student's errors as they happen. It may be necessary to talk them through the exercise.
- Operational Checklist:
  - ☞ Entry speed
  - ☞ Hand position
  - ☞ Position of vehicle at beginning of course
  - ☞ Closeness of vehicle to cones
  - ☞ Smoothness of steering
  - ☞ Use of throttle
  - ☞ Exit speed

# Passenger Vehicle

Revised-10/01/07

*Common Errors:*
- Enters the course too fast
- Attacks the first cone at an angle rather then in a line parallel with the course
- Fails to maintain speed and/or changes speed abruptly
- Passes too far from the cones
- Steering errors:
  - ☞ Does not steer enough to avoid cones with the front of the vehicle
  - ☞ Steers too soon, striking the adjacent cones with the rear of the vehicle
  - ☞ Does not steer continuously and strikes the next cone with front of the vehicle

Note:
* The instructor will explain each exercise to ensure the student knows the basic techniques.
* All exercises will be demonstrated by the instructor prior to the student's practice and skills evaluations
* Following demonstration by the instructor, the student assumes the driving position, enters the course at the same speed determined by the instructor, and follows the same path used in the demonstration or as required by the specific exercise
* The student will continue in the exercise until satisfaction of skills are realized
* (Where applicable) During any of the braking exercises, the student will demonstrate satisfactory skills at using ABS brakes after non-ABS evaluations are finished

## Reverse Serpentine

1. Set speed that is comfortable
2. Left hand at the 12 o'clock position, right arm on the back of passenger seat, looking backwards
3. Begin at the right side of the first cone and begin backing.

*Instructor Tips:*
- The vehicle approaches the cones parallel to them and goes around the first cone as though it was in the middle of the course.
- Left hand remains at the 12 o'clock position at all times. The right arm is on the back of passenger seat, looking backwards or the student facing forward, viewing both outside rear view mirrors.
- Steering movements are smooth, continuous and even in both directions.
- Stay close to the cones. The student may have to knock some down in order to learn how to position the vehicle relative to them.
- Staying close to the cones keeps the vehicle in a straight a line as possible. This minimizes steering movement.
- Speed: What the student feels comfortable with, but at all times continuous
- Watch the student carefully throughout the exercise. Inform the student of what they are doing right and wrong and show or tell the student how to make corrections.

# Passenger Vehicle

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- Correct the student's errors as they happen. It may be necessary to talk them through the exercise.
- Operational Checklist:
  - ☞ Entry speed
  - ☞ Hand position
  - ☞ Position of vehicle at beginning of course
  - ☞ Closeness of vehicle to cones
  - ☞ Smoothness of steering
  - ☞ Exit speed

*Common Errors:*
- Enters the course too fast
- Attacks the first cone at an angle rather then in a line parallel with the course
- Fails to maintain speed and/or changes speed abruptly
- Passes too far from the cones
- Steering errors:
  - ☞ Does not steer enough to avoid cones with the rear of the vehicle
  - ☞ Steers too soon, striking the adjacent cones with the front of the vehicle
  - ☞ Does not steer continuously and strikes the next cone with rear of the vehicle

Note:
* The instructor will explain each exercise to ensure the student knows the basic techniques.
* All exercises will be demonstrated by the instructor prior to the student's practice and skills evaluations
* Following demonstration by the instructor, the student assumes the driving position, enters the course at the same speed determined by the instructor, and follows the same path used in the demonstration or as required by the specific exercise
* The student will continue in the exercise until satisfaction of skills are realized
* (Where applicable) During any of the braking exercises, the student will demonstrate satisfactory skills at using ABS brakes after non-ABS evaluations are finished

## Evasive

1. I.D. the course (barrier cones)
2. Center vehicle in the 12' lane
3. On a cue of "Left" or "Right",
   a. Release throttle
   b. NO BRAKING
   c. APPROX. 180° turn
   d. Steer back APPROX. 180°
      * Quick snap of the steering wheel will correct any fish tail
   e. Once committed - don't change mind
   f. Use what steering is required to accomplish the task

# Passenger Vehicle

Revised-10/01/07

*Instructor Tips*:

- The student may tend to guess the direction the instructor will call. It is more important to make the maneuver without striking cones than to go the called direction. If guessing is a problem to the extent that the student is not learning, it may be necessary to alter the procedures to meet the needs of the student.
- Watch the student carefully throughout the exercise. Inform the student of what they are doing right and wrong, and show or tell the student how to make corrections.
- Approaching the cue point, the student may tip off an unconscious intention toward one exit lane. Watch for shifting, leaning, or movement of the steering wheel, all in the intended direction. These cues can be used to make the exercise easier or more difficult, according to the needs of the students.
- Have the student obtain the desired speed as quickly as possible and then hold the throttle steady. This will allow them to concentrate on the driving tasks.
- Speed: 25 mph to start. Increase speed on approximately 5 mph increments as student goes through course without striking cones. Increase the speed until the limit of capability of the student or course is reached.
- If a student strikes cones on two or three consecutive passes at the same speed, reduce speed to level at which they can be successful then build up again.
- Slight variations from the desired speed can be compensated for by adjusting the timing of the cue.
- Operational Checklist:
  - Hand position
  - Speed
  - Location of cue cone
  - Student's movements: Hands, body, feet
  - Timing of steering
  - Cones struck
  - Release of throttle
- To help keep the student from guessing the direction, it may help to have them concentrate on a fixed point some distance beyond the barrier rather than on the barrier itself.
- Correct the student's errors as they happen. It may by necessary to talk them through the exercise.

*Common Errors*:

- Steer in the wrong direction
- Starts to steer in the wrong direction, and then tries to recover.
- Steering movements are too slow.
- Does not release the throttle or applies more throttle.
- Improper hand position - hand(s) moves to different position on steering wheel or is taken off completely.
- Uses the brakes

# Passenger Vehicle

Revised-10/01/07

Note:
* The instructor will explain each exercise to ensure the student knows the basic techniques.
* All exercises will be demonstrated by the instructor prior to the student's practice and skills evaluations
* Following demonstration by the instructor, the student assumes the driving position, enters the course at the same speed determined by the instructor, and follows the same path used in the demonstration or as required by the specific exercise
* The student will continue in the exercise until satisfaction of skills are realized
* (Where applicable) During any of the braking exercises, the student will demonstrate satisfactory skills at using ABS brakes after non-ABS evaluations are finished

## Controlled Braking

1. I.D. the course (barrier cones)
2. Set speed -- start at 25 mph
3. Decide ahead of time on the lane choice
4. Cue on a command of "NOW"
5. Maintain foot position at all times before the "cue" command
6. On cue -- pivot and squeeze with the ankle - apply constant/even pressure
   a. The ball of the foot is the sensitivity point
   b. If lock-up occurs - release slightly - DON'T PUMP
      * Locked wheels make controlled steering impossible
   c. Brake and steer simultaneously - APPROX. 180°
      * Driver should be focusing on the stopping point
7. I.D. on-coming lane cones and returns APPROX. 180° to original lane
8. Stop with cones on shoulder or before

*Instructor Tips:*
· Controlled braking can be accomplished with either the right or left foot.
· Watch for foot and hand movements that are made before the cue is given.
· Speed: Range for effective teaching is 25-45 mph.
· Do not permit a left foot braker to cover the brake pedal with their left foot when that is not their normal highway driving habit.
· The cue distance can be shortened if the vehicle has not attained the desired speed at the normal cue point.
· Have the student attain the desired speed as quickly as possible and then hold the throttle steady.
· Watch the student throughout the maneuver. Inform the student of what they are doing right and wrong, and show or tell the student how to make corrections.
· It is important to reset the cones in the first barrier each time they are struck.
· Correct the student's errors as they happen. It may be necessary to talk students through the exercise.

# Passenger Vehicle

Revised-10/01/07

- Point out that, in making quick stops in a real situation, the driver needs to be aware of traffic behind them and not to block traffic unnecessarily by their braking action.
- Operational Checklist:
  - Speed
  - Hand position
  - Location of cue cone
  - Early foot movement
  - Early steering
  - Timing of steering and braking
  - Control of steering movement
  - Foot control while braking
  - Response of vehicle to steering and braking inputs
  - Cones struck

*Common Errors*:
- Locks the wheels and does not ease off the brake pedal to let the wheels roll again or releases the brake pedal completely.
- Does not brake soon enough.
- Anticipates the cue by moving a foot toward the brake pedal and/or by steering slightly.
- Forgets to brake, usually after having just completed the evasive exercise.
- Does not steer far enough to the left to miss the barrier
- Does not coordinate braking and steering.
- Does not release the throttle.
- Loses control of the steering wheel.
- Leaves vehicle partially in left lane when stopped.

Note:
* The instructor will explain each exercise to ensure the student knows the basic techniques.
* All exercises will be demonstrated by the instructor prior to the student's practice and skills evaluations
* Following demonstration by the instructor, the student assumes the driving position, enters the course at the same speed determined by the instructor, and follows the same path used in the demonstration or as required by the specific exercise
* The student will continue in the exercise until satisfaction of skills are realized
* (Where applicable) During any of the braking exercises, the student will demonstrate satisfactory skills at using ABS brakes after non-ABS evaluations are finished

## Hammerhead

1. I.D. the course (barrier cones and poles/flags
2. After entering, make a left turn
3. Proceed to the corner of the exercise and prepare to back into the simulated driveway

# Passenger Vehicle



4. After completed, drive to the opposite end, and make the same maneuver. This time backing into the simulated alley
5. Proceed to the original driveway and pull into this forward
6. Reverse out and proceed to the other end making the same maneuver into the simulated alley
7. After which the student exits the exercise
   * Speed is relative to the exercise and determined by the driver

Note:
* The instructor will explain each exercise to ensure the student knows the basic techniques.
* All exercises will be demonstrated by the instructor prior to the student's practice and skills evaluations
* Following demonstration by the instructor, the student assumes the driving position, enters the course at the same speed determined by the instructor, and follows the same path used in the demonstration or as required by the specific exercise
* The student will continue in the exercise until satisfaction of skills are realized
* (Where applicable) During any of the braking exercises, the student will demonstrate satisfactory skills at using ABS brakes after non-ABS evaluations are finished

## Offset Alley

1. I.D. the course
2. Enter first from the end opposite the "J"
3. Proceed through course and stopping within 18" of the end cone
4. Reverse through course and stopping within 18" of the beginning cone
   * Speed is relative to the exercise and determined by the driver

Note:
* The instructor will explain each exercise to ensure the student knows the basic techniques
* All exercises will be demonstrated by the instructor prior to the student's practice and skills evaluations
* Following demonstration by the instructor, the student assumes the driving position, enters the course at the same speed determined by the instructor, and follows the same path used in the demonstration or as required by the specific exercise
* The student will continue in the exercise until satisfaction of skills are realized
* (Where applicable) During any of the braking exercises, the student will demonstrate satisfactory skills at using ABS brakes after non-ABS evaluations are finished

## Off-road Recovery

1. I.D. the course
2. The student approaches the course at the speed identified by the instructor
3. The student drops one side of the vehicle off of the road edge and positions the vehicle so that the off-road wheels have room to turn without scrubbing the curb.
4. Turn the wheel ¼ turn toward the road.

# Passenger Vehicle

Revised-10/01/07

5. When the student hears or feels the front tire hit the curb, straightens the vehicle so that it stays in its lane.
6. Make a U-turn and approach the course from the opposite direction
7. Perform the same maneuver
8. Make a U-turn and approach the course from the opposite direction
9. Drive the entire vehicle off the roadway and positions the vehicle so that the off-road wheels have room to turn without scrubbing the curb.
10. Turn the wheel ¼ turn toward the road
11. When the student hears or feels the last rear tire hit the curb, straightens the vehicle so that it stays in its lane.
12. Make a U-turn and approach the course from the opposite direction
13. Drive the entire vehicle off the roadway and positions the vehicle so that the off-road wheels have room to turn without scrubbing the curb.
14. Turn the wheel ¼ turn toward the road
15. When the student hears or feels the last rear tire hit the curb, straightens the vehicle so that it stays in its lane.

*Instructor Tips*:

- Be sure to watch the student's steering motions closely to determine the amount and timing of their steering inputs. Inform the student of what they are doing right and wrong, and show or tell the student how to make corrections.
- Until the student is familiar with the exercise, they should be cued when to make the recovery. After that the student can initiate the maneuver at his/her own discretion.
- Correct the student's errors as they happen. It may be necessary to talk students through the exercise.
- It is not necessary to center the vehicle over the road edge in order to give the tire enough space to turn. The shoulder may not be wide enough to do that. Just enough space is needed between the curb and the off-road tire for the tread, rather than the sidewall, to contact the curb when the recovery is made.
- 45° - 90° of steering input is all that is needed to make a recovery.
- The greater the curb height and/or the closer the tire is to the curb, the greater the amount of steering and the quicker the steering wheel needs to be turned in order to recover the roadway.
- If the student turns the steering wheel to maintain lane position before the front tire strikes the curb, there is the possibility that the front tire will climb the curb and the rear tire will not. The rear tire can then scrub, causing a problem.
- The maneuver can be accomplished easily with the 9-3 hand position.
- Speed: Start at 30 mph. Increase in 5 mph steps as the student progresses until the limit of capability of the student or course is reached.
- Operational Checklist:
  - ☞ Hand position
  - ☞ Timing of steering to maintain lane
  - ☞ Speed

- ☞ Releases accelerator
- ☞ Position of vehicle to curb
- ☞ Amount of steering to recover road

*Common Errors*:
- · Does not allow sufficient space between the curb and the tire for the tire to assume the angle needed to come up over the curb without scrubbing.
- · Applies the brakes
- · Does not release throttle or accelerates.
- · Steer too slowly. This can cause the tire to scrub resulting in an improper recovery.
- · Steers more than necessary to make the vehicle recover the roadway.

Note:
* The instructor will explain each exercise to ensure the student knows the basic techniques.
* All exercises will be demonstrated by the instructor prior to the student's practice and skills evaluations
* Following demonstration by the instructor, the student assumes the driving position, enters the course at the same speed determined by the instructor, and follows the same path used in the demonstration or as required by the specific exercise
* The student will continue in the exercise until satisfaction of skills are realized
* (Where applicable) During any of the braking exercises, the student will demonstrate satisfactory skills at using ABS brakes after non-ABS evaluations are finished

## Split Coefficient

1. I.D. the course
2. The student enters onto the skid pad at a predetermined speed with ½ of the vehicle on the pad and ½ on dry surface
3. The student attempts to stop the vehicle without wheel lock-up or using the ABS brakes
4. The student releases the throttle, steers to keep the front of the vehicle pointed straight, and controls any skid.
5. This is done from both ends of the skid pad

Note:
* The instructor will explain each exercise to ensure the student knows the basic techniques.
* All exercises will be demonstrated by the instructor prior to the student's practice and skills evaluations
* Following demonstration by the instructor, the student assumes the driving position, enters the course at the same speed determined by the instructor, and follows the same path used in the demonstration or as required by the specific exercise
* The student will continue in the exercise until satisfaction of skills are realized
* (Where applicable) During any of the braking exercises, the student will demonstrate satisfactory skills at using ABS brakes after non-ABS evaluations are finished

# Passenger Vehicle

Revised-10/01/07

## Lane Change

1. I.D. the course
2. The student enter the skid pad at a predetermined speed
3. After the entire vehicle is on the skid pad, the student makes a lane change
4. The student releases the throttle, steers to keep the front of the vehicle pointed straight into the chosen lane of travel, and controls any skid.
5. Lane changes are made both to the left and right.

Note:

* The instructor will explain each exercise to ensure the student knows the basic techniques.
* All exercises will be demonstrated by the instructor prior to the student's practice and skills evaluations
* Following demonstration by the instructor, the student assumes the driving position, enters the course at the same speed determined by the instructor, and follows the same path used in the demonstration or as required by the specific exercise
* The student will continue in the exercise until satisfaction of skills are realized
* (Where applicable) During any of the braking exercises, the student will demonstrate satisfactory skills at using ABS brakes after non-ABS evaluations are finished

## Incipient skid stopping

1. I.D. the course
2. The student enter the skid pad at a predetermined speed
3. After the entire vehicle is on the skid pad, the student makes a stop without locking up the wheels
4. The student releases the throttle, steers to keep the front of the vehicle pointed straight, and controls any skid.
5. Speeds are gradual and progressive

Note:

* The instructor will explain each exercise to ensure the student knows the basic techniques.
* All exercises will be demonstrated by the instructor prior to the student's practice and skills evaluations
* Following demonstration by the instructor, the student assumes the driving position, enters the course at the same speed determined by the instructor, and follows the same path used in the demonstration or as required by the specific exercise
* The student will continue in the exercise until satisfaction of skills are realized
* (Where applicable) During any of the braking exercises, the student will demonstrate satisfactory skills at using ABS brakes after non-ABS evaluations are finished

# Passenger Vehicle

Revised-10/01/07

## **Circular Skid:** (radius turn maneuver)

1. I.D. the course
2. Begin at 25 mph progressing 2 mph until loss of control is reached through normal travel
3. Turns are made after the entire vehicle is on the skid pad
4. Turns are made both left and right.

*Instructor Tips*:

- It is necessary to very closely observe the student's hand movements as they correct the skid. Inform the student what they are doing right and wrong, and show or tell the student how to make corrections.
- Listen to the sound of the engine to determine if the student has released the throttle or has accelerated.
- Give the student simple, single skids to start.
- Correct the student's errors as they happen. It may be necessary to talk students through the exercise.
- Make sure the student starts with the 9-3 hand position, but changes to the hand-drop or hand-over-hand method if necessary.
- Vary the exercise so that the student does not develop a conditioned response to the skid.
- Watch for foot movement to determine if the student has a tendency to use the brakes.
- Several factors determine how severe the student's skid will be: Speed, the angle of entry of the vehicle onto the skid surface (the greater the angle, the more severe the skid), and the length of time the instructor keeps the wheel(s) locked.
- Speed: On a slick surface, skid control can be taught from 25 mph. Start at the lower speed and work up gradually as the skill of the student would indicate.
- Operational Checklist:
  - ☞ Speed
  - ☞ Hand position
  - ☞ Amount of steering used to drive curved path
  - ☞ Angle of the path of the vehicle on the skid surface
  - ☞ Hand movement in correcting skid
  - ☞ Response time of the student
  - ☞ Timing of counter steering
  - ☞ Returns to 9-3 hand position

*Common errors*:

- Responds slowly to the first skid, allowing the vehicle to go beyond the point of control.
- Does not steer enough to control the skid
- Over-responds to the skid by turning the steering wheel too much, possibly causing a second skid.
- Starts the counter steer too late after the initial correction.
- Does not use hand-over-hand steering if more than 180° of steering is achieved and then momentarily stops steering. This causes the student to be very slow in applying additional steering and may result in the vehicle skidding out of control.

# Passenger Vehicle

Revised-10/01/07

- Takes both hands off the steering wheel at the same time or shuffle steers.
- Does not ease up on the accelerator.
- Tries to control the skid by using the accelerator or accelerates unknowingly.
- Applies the brakes possibly locking the wheels, unless vehicle has ABS.
- Cannot distinguish which direction the vehicle is skidding and does nothing.
- Steers with one hand only.
- Steers in the wrong direction.

Note:
* The instructor will explain each exercise to ensure the student knows the basic techniques.
* All exercises will be demonstrated by the instructor prior to the student's practice and skills evaluations
* Following demonstration by the instructor, the student assumes the driving position, enters the course at the same speed determined by the instructor, and follows the same path used in the demonstration or as required by the specific exercise
* The student will continue in the exercise until satisfaction of skills are realized
* (Where applicable) During any of the braking exercises, the student will demonstrate satisfactory skills at using ABS brakes after non-ABS evaluations are finished

## **Secondary braking systems**: (i.e. engine, exhaust, driveline, and transmission retarders)

1. The secondary braking system on the vehicle is demonstrated by the instructor after the entire vehicle is on the skid pad. No brakes are used.
2. The student then demonstrates the same system with progressive speeds until loss of control.
3. This helps the student realize to what point the vehicle is stable using that particular braking system under inclement weather conditions.

Note:
* The instructor will explain each exercise to ensure the student knows the basic techniques.
* All exercises will be demonstrated by the instructor before the student's practice and skills evaluations
* Following demonstration by the instructor, the student assumes the driving position, enters the course at the same speed determined by the instructor, and follows the same path used in the demonstration or as required by the specific exercise
* The student will continue in the exercise until satisfaction of skills are realized
* (Where applicable) During any of the braking exercises, the student will demonstrate satisfactory skills at using ABS brakes after non-ABS evaluations are finished

## Hydraulic Brake Test

Test Brake Cylinder Leakage Rate
With engine off:
1. Pump the brake pedal three times, and then hold it down for five seconds. The brake pedal should not move during the five seconds.

Test Parking Brake
2. Parking brake on, gently pull forward to test if parking brake will hold

Test Service Brakes
3. Release parking brake, slowly move forward and apply brake pedal

# APPENDICES

Glossary of Terms

| | |
|---|---|
| ABS | Anti-lock braking system |
| Gate | Simulates an alley dock or obstruction. This is also to represent height limitations for each particular apparatus/vehicle and the limitations of outside rear view mirrors. |
| I.D. | Identify the course as to the location and purpose of each cone, barrier, barrier piping, and course outline. Instructors dialogue, comments on the purpose of each exercise and validation. A demonstration of each exercise is then completed by the instructor. |

*Las Vegas Fire & Rescue*
***ADVANCE DRIVER TRAINING PROGRAM***
*Lesson Plan*

# Passenger Vehicle

Revised-10/01/07

**MANUALS**

1. General Motors Desert Proving Grounds. Advanced Driver Training Course Manual. 1990 edition.
2. Nevada Department of Transportation. Nevada Commercial Driver's License Manual. Pre-1996 edition.

**EVALUATION FORMS**

1. Closed Course
2. Over the Road
3. Student Completion

City of Las Vegas Agenda Item No.: **51.**

## *AGENDA SUMMARY PAGE*

**CITY COUNCIL MEETING OF: JUNE 16, 2010**

**DEPARTMENT: LEISURE SERVICES**
**DIRECTOR: BILLIE BASTIAN** ☒ **Consent** ☐ **Discussion**

**SUBJECT:**

Approval of State of Nevada Division for Aging Services Administration on Aging Title IIIB grant monies to the Senior Citizens Law Project (SCLP) for providing legal services to rural senior citizens 60 years of age and older throughout Clark County. ($104,704 Grant Revenue - Special Revenue Fund - Match Amount $18,479) - All Wards

**Fiscal Impact**

☐ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**

**Amount:** 123,183.00
**Funding Source:** Special Revenue
**Dept./Division:** Leisure Services/Senior Citizens Programming

**PURPOSE/BACKGROUND:**

These monies will allow the SCLP to continue to provide legal services to rural senior citizens 60 years of age and older throughout Clark County. This $104,704 grant has been awarded to the SCLP, in accordance with the Older Americans Act, since its inception in 1978. This funding is to be used to provide legal services to residents of Clark County aged 60 and older with particular emphasis placed on the individual's autonomy and free exercise of individual initiative in planning and managing their own lives. Particular attention is devoted to persons who are in the greatest social and economic need.

**RECOMMENDATION:**

Staff recommends City Council Approval

**BACKUP DOCUMENTATION:**

Notification of Grant Award letter from the Division of Aging Services

# STATE OF NEVADA
## AGING AND DISABILITY SERVICES DIVISION
## NOTIFICATION OF GRANT AWARD

| | | | |
|---|---|---|---|
| **GRANTEE:** | City of LV Department of Leisure Services | **PROGRAM NAME:** | Senior Citizens Law Project |
| **GRANT PERIOD:** | 7/1/2010 - 6/30/2011 | **GRANT AWARD NUMBER:** | 03-009-11-BX-11 |
| **Type of Service:** | Legal Assistance | **New Award:** | Yes |
| **Type of Grant:** | Categorical | **Revised Award:** | |
| **Grantee Vendor #:** | T40277602 | **Award Fiscal Year:** | 2010 |
| **Funding Source:** | Older Americans Act | **Date:** | May 24, 2010 |

| **CFDA Number** | 93.044 | | |
|---|---|---|---|
| | Title III-B | | **TOTAL** |
| **AWARD** | $104,704.00 | | $104,704.00 |
| **CARRYOVER** | | | $0.00 |
| **DE-OBLIGATION** | | | $0.00 |
| **SUPPLEMENT #1** | | | $0.00 |
| **SUPPLEMENT #2** | | | $0.00 |
| **TOTAL AMOUNT AWARDED** | $104,704.00 | $0.00 | $104,704.00 |
| **REQUIRED MATCH** | $18,479.00 | $0.00 | $18,479.00 |

**Standard Grant Conditions:**

A. The total award amount designates a ceiling of participation by the Aging and Disability Services Division.

B. Funds are requested and disbursed on a monthly basis or on an as-needed basis.

C. The Grantee shall comply with the Program Instructions, Nevada (PINs), and Service Specifications established by the Division. Grantees receiving federal funding must also comply and adhere to the appropriate OMB Circulars and Administrative Requirements.

D. The Division, as Grantor Agency, retains control over any capital equipment, including vehicles that are purchased or provided matching funds.

E. The Grantee shall comply with the scope of services, budget, and assurances defined in the approved grant application. The Grantee must have prior approval from the Division for making significant programmatic or budget changes affecting the scope of service or service delivery method. Grant expenditures must comply with the limitations of the grant agreement.

F. If any part of this award is sub-contracted, the Sub-Grantee must comply with the same grant conditions.

G. The Grantee/Program will acknowledge the Aging and Disability Services Division in publicity, publications and pamphlets. An approved Division logo must be applied to the outside of all vehicles purchased with Division grant funds.

H. The Grantee must submit timely quarterly financial reports for all programs or grant payments will be withheld. For programmatic reporting, programs that comply with the Social Assistance Management System (SAMS) will complete monthly data entry and programs that are not required to comply with SAMS will report quarterly or grant funds will be withheld.

I. The Grantee agrees to a limited scope audit to settle any financial disagreements or disputes. Audit costs are to be paid by grantee.

J. All Division funded programs must be listed on the Nevada Aging and Disability Resource Center (ADRC) website - www.NevadaADRC.com.

K. The maximum administrative or indirect costs that can be charged to this grant is limited to 8% of the direct costs, with the exception of fixed fee or equipment awards, for which administrative costs are not allowed.

L. The Division will automatically de-obligate all funds not obligated by the end of the grant award period.

M. The Grantee shall hold harmless, defend and indemnify the State of Nevada, Department of Health and Human Services and the Aging and Disability Services Division from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Grantee's performance or nonperformance of the services or subject matter called for in the Grant Agreement, to the extent limited in accordance with NRS 41.0305 to 41.039.

N. If applicable, the Grantee agrees to the new requirements of Chapter 218 of the Nevada Revised Statutes (NRS) as amended by the 2007 Legislature.

**Special Grant Conditions:**

1. Grant funds will be placed on hold until the following are received by the RD Program Specialist:
   - Revised Budget Forms - Remove annual vehicle and computer maintenance request of $5,296.

Carol A. Sala — 5/19/2010

Carol A. Sala, Administrator — Date

**Statement of Acceptance: I have reviewed and accept the conditions of the grant award.**

Signature, Title — Date

City of Las Vegas Agenda Item No.: **52.**

## *AGENDA SUMMARY PAGE*
**CITY COUNCIL MEETING OF: JUNE 16, 2010**

**DEPARTMENT: NEIGHBORHOOD SERVICES**
**DIRECTOR: STEPHEN K. HARSIN** ☒ **Consent** ☐ **Discussion**

**SUBJECT:**
Approval of an agreement to allocate $250,000 of HOME Investment Partnership Program funds to Nevada H.A.N.D., Inc. for the construction of Westcliff Heights Apartments located at 8206 Silver Sky Drive – Ward 2 (Wolfson)

**Fiscal Impact**

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**

**Amount:** $250,000
**Funding Source:** HUD-Home Investment Partnership Program funds
**Dept./Division:** Neighborhood Services/Neighborhood Development

**PURPOSE/BACKGROUND:**
On January 20, 2010, the City Council approved the allocation of $500,000 to Nevada H.A.N.D., Inc. to assist with the purchase of Desert Pines Apartments and $250,000 for the construction of Westcliff Heights Apartments. Subsequent to this allocation, the Westcliff Heights project experienced a reduction in Low-Income Housing Tax Credits. Reprogramming $250,000 (half of the originally allocated funds) from the Desert Pines project over to the Westcliff Heights project will off-set this loss of equity. Nevada H.A.N.D. will restructure their financing package for the Desert Pines Apartments acquisition allowing that project to still move forward. The transfer of $250,000 to Westcliff Heights will re-secure that project's financing and allow it to successfully move forward.

**RECOMMENDATION:**
Staff recommends approval of the HOME funds allocation and authorization of the Mayor to execute any and all related agreements and documents required for the project following approval as to form by the City Attorney.

**BACKUP DOCUMENTATION:**
1. Nevada H.A.N.D., Inc. letter of request
2. Home Investment Partnership Program (HOME) funds Agreement

# Nevada H.A.N.D., Inc.

## Housing And Neighborhood Development

May 11, 2010

City of Las Vegas
Earlie King
400 Stewart Avenue, 2nd Fl.
Las Vegas, NV 89101

Re: Westcliff Heights Senior Apartments
Additional HOME Fund Request

Dear Earlie:

Please accept this correspondence as our request for an additional $250,000 of City of Las Vegas HOME / LIHTF funds for Westcliff Heights Senior Apartments.

Due to the downturn of the economy, the cost of construction decreased for Westcliff Heights. The Nevada Housing Division reallocated the previously awarded $2,000,000 of Tax Credit Assistance Program (TCAP) funds from Westcliff Heights to Sky View Pines to help fund the 30 additional apartments that did not have a Low Income Housing Tax Credit (LIHTC) allocation.

The reduction of construction costs reduced basis, and the amount of the 4% Low Income Housing Tax Credits. As a result of the reduction in LIHTC, the amount of investor equity was reduced by over $500,000.

The additional $250,000 of HOME / LIHTF will off-set this loss of equity.

Attached you will find a breakdown of the sources and uses highlighting the difference from our application dated November 2009, and our current projections.

Please feel free to contact me at (702) 739-3345 ext. 243 should you have any questions. Thank you for your continued support.

Sincerely,

Jacque Haas
Real Estate Development Manager
Nevada H.A.N.D., Inc.

HOME INVESTMENT PARTNERSHIPS ("HOME") AND LOW INCOME HOUSING TRUST FUND PROGRAM AGREEMENT TO FUND WESTCLIFF HEIGHTS SENIOR APARTMENT PROJECT

THIS AGREEMENT is made and entered into this 20th day of January, 2010, by and between the City of Las Vegas (the "City"), a municipal corporation within the State of Nevada, with offices located at City Hall, 400 Stewart, Las Vegas, Nevada 89101, and Nevada H.A.N.D. Inc., a non-profit corporation organized under the laws of the State of Nevada, with a mailing address of 295 E. Warm Springs Rd., Suite 101, Las Vegas Nevada 89119, its permitted successors and assigns (the "Developer"). The City and the Developer are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the City has entered into a Grant Agreement with the United States Department of Housing and Urban Development ("HUD") for participation in the Home Investment Partnership Program ("HOME Program") set forth under 24 CFR Part 92 as amended; and

WHEREAS, the City has entered into an Interlocal Agreement with the State of Nevada whereby the City administers the HOME Program funds and the Low-Income Housing Trust Fund Program funds allocated to the City by the Housing Division, Department of Business and Industry, State of Nevada ( "NHD"), and

WHEREAS, the City, as the Entitlement Grantee under the HOME Program and LIHTF Program, is responsible for entering into agreements for the distribution of HOME and LIHTF Program funds for projects which have been determined to be eligible for such funding, and in furtherance of the goals and objectives of the HOME and LIHTF Programs; and

WHEREAS, the Developer is a Community Housing Development Organization ("CHDO") as defined in 24 CFR 92.2; and

WHEREAS, the Developer has requested financial assistance from the City under the HOME and LIHTF Programs for the purpose of constructing a 80-unit affordable housing complex which will provide independent living for senior citizens age 62 and older, commonly known and referred to as the "Westcliff Heights Senior Apartment Project" (the "Project"); and

WHEREAS, the Las Vegas City Council, at its meeting on January 20 and June 16, 2010, after determining that the Project will provide a substantial benefit to the inhabitants of the City, allocated funding from the HOME and LIHTF Programs for the Project in the amounts set forth below.

NOW THEREFORE, for and in consideration of the premises above and of the mutual promises and agreements which are hereinafter contained, the Parties do hereby agree as follows:

## I. DEVELOPER PROJECT RESPONSIBILITIES

In consideration for the allocation of the Project Funds (defined in Section II below) by the City to the Developer pursuant to this Agreement, the Developer agrees to construct, or cause to be constructed, the Project as described in the Project Description, Financing and Requirements, Exhibit "A" attached hereto and incorporated herein as a part hereof, and to manage the Project according to the requirements that affordable housing be provided as set forth in this Agreement. The Project will comply with the basic concept drawing set forth in the Project Rendering, Exhibit "D-2" attached hereto and incorporated herein as a part hereof, which is hereby approved by the City Council with the approval of this Agreement. Any change or deviation from the Project Rendering requires the approval of the City Council.

## II. CITY PROJECT RESPONSIBILITIES.

Provided the condition precedent as set forth in Section IV below to the effectiveness of this Agreement has occurred, the City agrees to provide the Developer a deferred loan (hereinafter defined) in an amount not to exceed One Hundred Ninety-Two Thousand Fifty-Two and 69/100ths Dollars ($192,052.69) in State Home Investment Partnership Funds ) and Two Hundred Fifty Thousand Dollars ($250,000) in Federal Home Investment Partnership Funds (collectively the "HOME Funds"), and a non-deferred loan in an amount not to exceed Fifty-Seven Thousand Nine Hundred Forty-Seven and 31/100ths Dollars ($57,947.31) of Low-Income Housing Trust Funds (the "LIHTF Funds") for a total amount not to exceed Five Hundred Thousand Dollars ($500,000) (the "Project Funds"). The Project Funds are to be used for the purpose of reimbursing the Developer for eligible Project costs incurred in constructing the Project. For purposes of this Agreement, a "deferred loan" is one in which the Developer is released from the obligation of repayment if the Developer has complied with all of the requirements of this Agreement for the Period of Compliance defined in Section V.M below.

The Project Funds shall be disbursed pursuant to the applicable provisions contained in Section VII of this Agreement after the request for payment has been received from the Developer and approved by the City.

## III. CONDITIONS TO THE RELEASE OF PROJECT FUNDS.

The City's obligation to reimburse the Developer for the eligible Project costs incurred during the construction of the Project shall be subject to the following conditions:

1 The City has received authorization from HUD to use the HOME Funds for the Project.

2. An environmental review as required pursuant to 92 CFR 58 is completed for the Property and provided by the City. Notwithstanding any other provision of the Agreement, this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of the environmental review, and receipt by the City of authorization to release the HOME Funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58, as may be required. With the completion of the environmental review, the City shall make the

determination of whether to proceed with the Project as proposed modify the Project, or cancel the Project in its entirety.

Subsequent to receipt of HUD's authorization to use the HOME Funds, and approval of the environmental review by the City, the City's Neighborhood Services Department Director will provide the Developer with a written Notice to Proceed with the construction of the Project. Once the Notice to Proceed is issued, the Developer agrees to provide the City with the written minutes of all construction meetings until issuance of the Certificate of Occupancy on the Project. The failure to comply with the requirements of this provision may result in the denial of the Project Funds under this Agreement.

3. A Preliminary Title Report is provided to the City indicating that the title of the Property is held in a manner which is acceptable to the City, and a Lenders Policy of Title Insurance Policy, in a form acceptable to the City, is issued in the minimum amount of the Project Funds which names the City as an insured party thereunder. The Title Insurance Policy shall be issued prior to the disbursement of any Project Funds to the Developer.

4. An appraisal is provided to the City ascertaining the fair market value of the Property as required pursuant to subsection Q of Section V of this Agreement.

5. Westcliff Heights Limited Partnership ("Westcliff Heights") (identified in the Project Description, Financing and Requirements, Exhibit A attached hereto and incorporated herein as a part of this Agreement) has executed in favor of the Developer that certain Promissory Note for HOME Funds (the "HOME Promissory Note") and the Promissory Note for State LIHTF Funds (the "LIHTF Promissory Note"), which documents are set forth as Attachments 1 and 2 to the Project Description, Financing and Requirements.

6. Westcliff Heights, as Trustor, has executed and caused the recordation of the All-Inclusive Deed of Trust and Assignment of Rents Securing HOME Funds (the "HOME Deed of Trust"), and the All-Inclusive Deed of Trust and Assignment of Rents Securing State LIHTF Funds (the "LIHTF Deed of Trust"), which documents are set forth as Attachments 3 and 4 to the Project Description, Financing and Requirements, encumbering the ownership interest of Westcliff Heights in the Property in favor of the Developer as security for (i) repayment of the HOME Promissory Note and the LIHTF Promissory Note executed by Westcliff Heights, and (ii) performance of the obligations of the Developer under this Agreement, which obligations have been delegated to, and assumed by, Westcliff Heights.

7. The Developer has executed and caused the recordation of the Assignment of Promissory Note and All-Inclusive Deed of Trust for HOME Funds and the Assignment of Promissory Note and All-Inclusive Deed of Trust for LIHTF Funds, which documents are set forth as Attachments 5 and 6 to the Project Description, Financing and Requirements, assigning all of the rights and interests of the Developer described therein to the City.

## IV. PERIOD OF PERFORMANCE.

Subject to the condition precedent set forth herein, this Agreement shall not become effective until the environmental review as required pursuant to Section III.2 above has been completed to the satisfaction of the City and shall continue in force and effect until performance

of all of the obligations set forth in this Agreement, unless terminated earlier pursuant to Sections II or VIII B of this Agreement. The failure of the aforementioned condition precedent to occur shall preclude this Agreement from becoming a binding agreement between the Parties.

The date set forth in the introductory paragraph of this Agreement will be the date of approval of the Project Funds by the City Council for the Project, but such approval does not obligate the City to provide the Project Funds until this Agreement becomes effective between the Parties. The Project Funds must be expended on or before June 30, 2011. The Developer agrees that the Project shall proceed according to the timelines set forth in the Project Schedule, Exhibit "B" attached hereto and incorporated herein as a part of this Agreement, and to complete construction of the Project by December 30, 2011, unless an extension has been requested in writing by the Developer and granted in writing by the Director of the Neighborhood Services Department (which approval shall not be unreasonably withheld) to the timelines or completion date.

## V. CITY GENERAL CONDITIONS

### A. COMPLIANCE WITH THE HOME/LIHTF PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS

The Developer agrees to comply with the requirements, policies, regulations and time criteria of the HOME/LIHTF Programs specified in the Neighborhood Services Department HOME/LIHTF Program Manual. The Developer shall obtain any and all applicable federal, state, and local permits, licenses, notices or certificates required to construct the Project. The Developer further agrees to abide by all applicable federal, state, and local regulations, statutes, ordinances and laws. The failure to abide by any of the above may result in the forfeiture of any and all of the Project Funds provided under this Agreement.

### B. DEVELOPER RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

The Developer has requested financial support from the City to enable it to cause the construction of the Project contemplated herein. The City shall have no relationship whatsoever with the Project except for providing financial support and the receipt of the Reports required from the Developer under this Agreement. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by the Developer, subject only to review by the Neighborhood Services Department Director, or authorized designee, to assure continuing eligibility for HOME/LIHTF Funding.

### C. INDEMNIFICATION

The Developer agrees to protect, defend, indemnify and save the City, its officers, employees and agents, harmless from and against any and all damages, claims, suits, liens, judgments or any other form of liability of whatever nature for injuries to, or death of, any person caused by, connected with, or arising out of any activities or performance undertaken pursuant to this Agreement. The Developer's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph shall include reasonable attorneys' fees incurred by the

City in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and reasonable attorneys' fees and reasonable investigation expenses incurred by the City in enforcing and/or obtaining compliance with the provisions of this paragraph.

## D. ON-SITE MONITORING

The Project funded under this Agreement will be subject to on-site monitoring by duly authorized representatives (including independent auditors) of the City, HUD, the Comptroller of the United States, or any combination thereof. The representatives will be announced, at a minimum, 24 hours in advance of any on-site visits, which shall occur during normal operating hours. During any on-site visit, the representatives shall be granted access to any and all records pertaining to the Project. The representatives may interview employees of the Developer, or any entity associated with the Project who volunteer to be interviewed.

The Developer shall allow the representatives to conduct such reviews, audits and on-site monitoring of the Project as the reviewing entity deems appropriate in order to determine:

1. Whether the Project is being operated in a manner consistent with the Consolidated Plan and the national and primary objectives of the HOME/LIHTF Program;

2. Whether the objectives of the Project are being achieved;

3. Whether the Project is being operated in an efficient and effective manner;

4. Whether management control systems and internal procedures have been established to meet the objectives of the Project;

5. Whether the financial operations of the Project are being conducted properly;

6. Whether the periodic reports to the City contain accurate and reliable information; and

7. Whether all of the activities of the Project are conducted in compliance with the provisions of applicable Federal/State laws and regulations and this Agreement.

## E. MAINTENANCE OF RECORDS

The Developer agrees to maintain financial records and supporting documentation pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain them for a period of 35 years, except those records subject to audit findings which shall be retained for five years after such findings have been resolved. In the event the Developer goes out of existence, the Developer shall turn over to the City all of its records relating to this Agreement which will be retained by the City for the required period of time.

## F. AUDITING OF RECORDS AND BOOKS

The Developer agrees to permit the City, or its designated representative(s), (including independent auditors, HUD or the Comptroller of the United States or any combination thereof) to inspect and audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the City desires concerning the Developer's operation hereunder. The Developer further understands and agrees that the inspection and audit will be exercised only after written notice to the Developer. If the records or books are not located within Clark County, Nevada, the Developer agrees to deliver the records or books to the address within the City of Las Vegas designated by the City. If the City, or its designated representative(s), find that the records delivered by the Developer are incomplete, the Developer agrees to pay the City or its representative(s), the costs to travel (including transportation, lodging, meals, and other related expenses) to the Developer's offices to inspect and audit, as deemed necessary, all records of the Project relating to finances, as well as other records (such as the performance records) that may be required by relevant directives of funding sources of the City.

## G. INSURANCE

1. Insurance Coverages. The Developer, or Westcliff Heights, shall procure and maintain at its own expense during the entire term of this Agreement, the following insurance coverage:

a. Industrial/Workers' Compensation Insurance protecting the Developer and the City from potential Developer employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.

b. General Liability Insurance in the amount of One Million Dollars ($1,000,000) combined single limit per occurrence, and Two Million Dollars ($2,000,000) in the aggregate, for bodily injury (including death), personal injury and property damage. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis. The coverage must be provided either on an ISO Commercial General Liability form or an ISO Broad Form Comprehensive General Liability form. Any exceptions to coverages must be fully disclosed on the required certificates. If other than these forms are submitted as evidence of compliance, complete copies of such policy forms must be submitted to the City within ten (10) days after the notice of award. Policies must include, but need not be limited to, coverages for bodily injury, property damage, personal injury, Broad Form property damage, premises and operations, severability of interest, products and completed operations, contractual and independent contractors.

c. Automobile Liability Insurance in the amount of One Million Dollars ($1,000,000) combined single limit "per accident" for bodily injury or property damage, or both, caused by or arising out of the ownership, maintenance or use of any automobile by the Developer (owned or hired) in the performance of the services under this Agreement.

d. Professional Liability Insurance in an amount of not less than One Million Dollars ($1,000,000). Coverage may be on a "claims made" basis or on an "occurrence"

basis. If coverage is provided on a "claims made" basis, the Developer or Westcliff Heights shall maintain coverage for one (1) year following the completion of this Agreement.

e. Comprehensive Fire and Hazard Insurance covering the full replacement costs of the Project.

The insurance coverages required under this Section are in addition to, and not in lieu of, the Developer's indemnification obligation provided under Section V.C.

2. Certificates of Insurance. Prior to the commencement of its performance under this Agreement, the Developer shall have on file with the City current certificates of insurance evidencing the coverages required herein.

a. Developer shall furnish the renewal certificates for the required insurance during the period of coverage required by this Agreement. If the renewal certificates are not provided, the City may declare the Developer in default of its obligation under this Section.

b. Except for the Professional Liability Insurance, the City, its officers, employees and volunteers must be expressly named as additional insured parties under the coverages required under this Section.

3. Insurance Rating. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by the Developer or Westcliff Heights, including the rating and financial health of each insurance company providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of A VII or higher (i.e., A VIII, A IX, A X, etc.)

4. Lapse of Insurance. If the Developer or Westcliff Heights fails to maintain any of the insurance coverages required under this Section, then the City will have the option to (i) declare a breach of this Agreement, (ii) purchase replacement insurance, or (iii) pay the premiums that are due on existing policies in order that the required coverages may be maintained. The Developer is responsible for any expenses paid by the City to maintain or purchase the insurance required under this Section and the City may collect the same from the Developer or deduct the amount paid from any sums due the Developer under this Agreement.

5. Primary Coverage. The Developer's or Westcliff Heights' insurance shall be the primary coverage with respect to the City, its officers, employees and agents. Any other coverage (insurance or otherwise) available to the City, its officers, employees and agents shall be considered coverage in excess to that required of the Developer or Westcliff Heights and shall not contribute with it.

6. Notice of Cancellation. Each insurance policy supplied by the Developer or Westcliff Heights must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits until thirty (30) days prior written notice by certified mail "return receipt requested" has been given to the City. This notice requirement does not waive the insurance requirements contained herein.

## H. IRS REGULATIONS

The Developer agrees to comply with all applicable IRS regulations, specifically regarding employees, depositing of payroll taxes, filing of payroll tax returns, and issuance of W-2's at year-end. All persons working for a non-profit agency, whether full or part-time, are considered employees, pursuant to IRS Publication 15A. If a private contractor or instructor is hired, a W-9 must be completed if he or she is paid $600 or more or as updated by the IRS, and an IRS Form 1099 must be issued to that person at year-end, as well as filed with the IRS. The 1099 instructions can be obtained on the IRS website.

## I. LIMIT ON ASSIGNMENT OF INTEREST

The Developer may not assign any part of its rights in this Agreement without the written consent of City. Any such assignment of rights without the consent of City shall result in the forfeiture of all the HOME/LIHTF Funding, or any part thereof, as determined by City. The City may only assign its rights in this Agreement to HUD.

## J. AGREEMENT REVISIONS

Any change in the provisions of this Agreement, including the exhibits and attachments hereto, may be made only pursuant to a written amendment which is executed by the Developer and by (i) the Mayor, with City Council approval, if the amendment provides an increase in the Project funds of $25,000 or more, or (ii) the Neighborhood Services Department Director, if the Amendment is below $25,000, or merely revises the language of the Agreement without any impact on the Project Funds.

## K. THIRD PARTY CONTRACTS

The Developer shall provide reasonable advance notice to, and obtain the written consent from, the City prior to obtaining, through funds made available pursuant to this Agreement, professional services pursuant to a written contractual agreement with a third party. An example of said the contractual agreement is to be provided by the City. The advance notice shall demonstrate the necessity of such services and shall provide for an adequate remedy in the event the professional services are not rendered in a manner consistent with the terms of this Agreement.

## L. DISCLOSURE OF PRINCIPALS

Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, the Developer warrants that it has disclosed, on the form attached hereto as Exhibit "I", all principals, including, partners of the Developer, as well as all persons and entities holding more than 1% interest in the Developer or any principal of the Developer. Throughout the term hereof, the Developer shall notify the City in writing of any material change in the above disclosure within 15 days of such change.

## M. PERIOD OF COMPLIANCE AND RIGHT OF RECAPTURE

The Developer agrees that the obligation to provide affordable housing as required pursuant to this Agreement shall be in effect for a period of (30) years (the "Period of Compliance") commencing from the date that the Completion Report, received from the Developer, is imputed into the computerized disbursements and information system established by HUD. If the Developer fails to comply with the requirements of this Agreement for the Period of Compliance, the City shall have the right of recapture set forth in Section C of the Project Description, Financing and Requirements attached hereto.

## N. GROUND BREAKING CEREMONIES

The Developer understands and agrees that all costs incurred for groundbreaking and grand opening ceremonies will be the responsibility of the Developer. In addition, the Developer agrees to coordinate with the City any ceremonial events concerning the Project including the review and approval of the date for groundbreaking ceremonies, the invitations, invitation list, press release, and the ceremonial programs. The City will be responsible for scheduling the ceremonial event with City elected officials.

## P. INCOMPLETE PROJECT

If, for any reason whatsoever, subsequent to the execution of this Agreement, the Developer is unable to begin or complete the Project, and Project Funds were utilized for the purchase of the Property and/or construction of the Project, the Developer may transfer the Property by deed to the City at no cost to the City. In the event of such transfer, the City will make reasonable efforts to ensure the Property is utilized for a Project-eligible project, or the City may sell the Property and return the amount of the Project Funds utilized for the purchase to its source. As an alternative to conveyance of the Property to the City, the Developer may elect to sell the Property, provided arrangements have been made through escrow for the proceeds resulting therefrom to be used, in the following order of priority, for (i) repayment of any Project financing which is senior to the financing provided by the City, (ii) repayment of the Project Funds expended on the Project, (iii) repayment to the Developer the amount of its investment in the Project, and (iv) the balance of the proceeds, if any, remaining thereafter shall be returned to the City. If the proceeds from the sale of the Property are inadequate to repay the City for the Project Funds expended on the Project, the Developer agrees to pay the deficiency and such payment shall be made at, and as a condition to, the close of escrow.

## P. APPRAISAL OF PROPERTY

The Developer hereby acknowledges that the policy of the City is to secure as collateral an interest in any and all real property being financed with federal funds. For projects involving the acquisition of real property, improvements to real property, or a combination thereof, the City will not provide funding in excess of fair market value of the financed Property. For purposes of this Project, in order to determine if funding is available, and the amount of such funding, the City requires an appraisal indicating the fair market value of the Property, including all improvements to be made to the Property. The City will not disburse any Project Funds for the Project to this Agreement until an appraisal is received to the satisfaction of the City.

## VI. FEDERAL GENERAL CONDITIONS

### A. RELIGIOUS ACTIVITIES (24 CFR 92.257)

As a general rule, in accordance with the First Amendment principles of the Separation of Church and State, the Project Funds may not be used for religious activities. HOME fund may not be used for acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities, except as cited at 24 CFR 92.257.

### B. POLITICAL ACTIVITIES

The Developer will comply with Section 319 of Public Law 101-121 of the Department of Interior Appropriations Act, which prohibits the use of the Project Funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

### C. HATCH ACT (CHAPTER 15, TITLE 5, U.S. CODE)

The Developer further agrees that none of the personnel employed in the administration of the within defined Project shall be in any way or to any extent, engaged in the conduct of political activities in contravention of Chapter 15, Title 5, U.S. Code.

### D. PROGRAM INCOME (24 CFR 92.2)

The Developer agrees that program income, as defined in 24 CFR 92.2, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property acquired, rehabilitated, or constructed with HOME funds or matching contributions;

2. Gross income from the use or rental of real property owned by the participating jurisdiction, State recipient or a developer that was acquired, rehabilitated, or constructed with HOME funds or matching contributions, less the costs incidental to generation of the income;

3. Payments of principal and interest on loans made using HOME funds or matching contributions;

4. Proceeds from the sale of loans made with HOME funds or matching contributions;

5. Proceeds from the sale of obligations secured by loans made with HOME funds or matching contributions;

6. Interest earned on program income pending its disposition; and

7. Any other interest or return on the investment permitted under 92.205(b) of HOME funds or matching contributions.

## E. DISPOSITION OF PROGRAM INCOME

Any Program Income generated by the Project must be deposited in the City's HOME Program local account unless the City permits the Developer to retain the program income for additional HOME projects pursuant to the written agreement required by 92.504.

## F. OTHER PROGRAM REQUIREMENTS (24 CFR 92.350-3, 92.358)

The Developer shall carry out its activities in compliance with all federal laws and regulations as described in 24 CFR 92.350-92.358, except that the Developer will not assume the City's environmental responsibilities described at 24 CFR 92.352, nor the City's responsibility for initiating the review process under the provisions of 24 CFR Part 58. More specifically the Developer shall be required to comply with the following:

### 1. GENERAL (24 CFR 92.350)

The requirements set forth in 24 CFR Part 5, Subpart A, are applicable to participants in the HOME and/or LIHTF Program. The requirements of this subpart include nondiscrimination and equal opportunity, disclosure requirements, debarred, suspended or ineligible contractors, and drug-free workplace.

### 2. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964-- FAIR HOUSING ACT--EXECUTIVE ORDER 11063

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating the Developer to use Federally-funded property for the purpose for which the Federal funds were awarded.

### 3. SECTION 109 OF THE ACT--AGE DISCRIMINATION ACT of 1975 --SECTION 504 OF THE REHABILITATION ACT OF 1973

This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Project Funds.

### 4. LABOR STANDARDS AND DAVIS BACON ACT (24 CFR 92.354)

Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act also apply to this Agreement. Each Contractors or subcontractor on construction work shall be paid wages at rates not less than those prevailing on

similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended.

## 5. ENVIRONMENTAL STANDARDS (24 CFR 92.352)

This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

## 6. NATIONAL FLOOD INSURANCE

This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

## 7. DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING (24 CFR 92.353)

The Developer shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms) as a result of activities pursuant to 24 CFR 570.606. Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended.

## 8. EMPLOYMENT AND CONTRACTING OPPORTUNITIES

The Developer shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for equal employment opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

## 9. LEAD-BASED PAINT (24 CFR 92.355)

This Agreement is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to 24 CFR 92.353; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

## 10. USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR DEVELOPERS

This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

## 11. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES (24 CFR 92.505)

For governmental entities, the requirements of OMB Circular No. A-87 and the following requirements of 24 CFR Part 85 apply to the participating jurisdiction, State recipients, and any governmental the Developer receiving HOME and/or LIHTF Funds: 85.6, 85.12, 85.20, 85.22, 85.26, 85.32-85.34, 85.36, 85.44, 85.51, and 85.52.

For non-profit organizations the requirements of OMB Circular No. A-122 and the following requirements of 24 CFR part 84 apply to developers receiving HOME and/or LIHTF Funds that are nonprofit organizations that are not governmental developers: 84.2, 84.5, 84.13-84.16, 84.21, 84.22, 84.26-84.28, 84.30, 84.31, 84.34-84.37, 84.40-84.48, 84.51, 84.60-84.62, 84.72, and 84.73.

## 12. CONFLICT OF INTEREST (24 CFR 92.356)

This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer or elected or appointed official of the City as Recipient, or of any designated public agencies, who exercise or have exercised any functions or responsibilities with respect to HOME and//or LIHTF activities assisted pursuant to 24 CFR 92.356, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a HOME and/or LIHTF-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a HOME and/or LIHTF-assisted activity, or with respect to the proceeds of the HOME and/or LIHTF-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

The Developer, its officers, employees, agent or consultant may not occupy a HOME-assisted affordable housing unit within the Project unless prior written authorization has been granted by the City. This provision does not apply to the Project manager or maintenance worker who is provided housing as part of the compensation for his services.

## 13. LIMITED ENGLISH PROFICIENCY (LEP)

Executive Order 12166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits. Recipients of HUD assistance including state and local governments, public housing authority assisted housing providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to Executive Order 12166 and Title VI provisions as a condition of receiving federal funds. Failure to ensure limited English persons (LEP) access to HUD benefits may violate Title VI civil rights protections based upon national origin.

## G. DRUG-FREE WORKPLACE

As a recipient of the Project Funds, the Developer agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 24 CFR Part 21, which requires the

Developer maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

### H. ANTI-LOBBYING

Section 319 of Public Law 101-121 of the Department of the Interior Appropriations Act prohibits the Developer from using appropriated federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no Federally appropriated funds have been paid or will be paid, by or on behalf of the Developer to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

### I. AMERICANS WITH DISABILITIES ACT

The Developer agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable to the Developer and the activities to be performed by the Developer under the scope of this Agreement. If employing more than fifteen (15) employees, the Developer agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations" as defined by the Act in Section 301(7)(A)-(L), the Developer agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, the Developer agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

### J. AFFIRMATIVE MARKETING (24 CFR 92.351)

The Developer agrees to undertake an affirmative marketing program in conformance with 24 CFR 92 351 (b) and Chapter 3 of the HUD Handbook 7360.01 (Rental Rehabilitation Program).

### K. MCKINNEY HOMELESS ASSISTANCE ACT (24 CFR 576)

The Developer agrees to abide by 24 CFR Part 576, of the Stewart B. McKinney Homeless Assistance Act.

### L. RECORD KEEPING (24 CFR 92.508)

The Developer shall maintain records in accordance with 24 CFR 92.508.

### M. FORFEITURE OF FUNDS

Any material breach of the terms of this Section VI shall result in forfeiture of the Project Funds provided to the Developer pursuant to this Agreement, or any part thereof, as determined appropriate by the City.

## N. EXPIRATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, the Developer shall transfer to the City the Project Funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of these funds.

## O. PROPERTY QUALITY STANDARDS (24 CFR 251)

Housing that is constructed or rehabilitated with HOME funds must meet all applicable local codes, rehabilitation standards, ordinances, and zoning ordinances at the time of project completion and for the duration of this Agreement. All other HOME-assisted housing (e.g., acquisition) must meet all applicable State and local housing quality standards and code requirements for the duration of this Agreement.

## P. TREATMENT OF RECAPTURED PROJECT FUNDS (24 CFR 92.503)

A sale, transfer or other conveyance of the Property is subject to the requirement that the amount of Project Funds previously invested in the Property and recaptured pursuant to Sections V.M and V.O above will be treated in accordance with 24 CFR 92.503 and Administrative Guidelines, NRS Chapter 319, and NAC 310 and must be returned to the Neighborhood Development Division of the Neighborhood Services Department of the City to be reinvested in other affordable housing units.

## Q. DISPLACEMENT OR DISLOCATION OF TENANTS (24 CFR 353)

In conjunction with the Project, the Developer agrees to minimize displacement or dislocation of current tenants by referring eligible dislocated tenants to the Southern Nevada Regional Housing Authority for tenant-based assistance, and by assisting with their relocation per 24 CFR 92.353. If any tenants are displaced as a result of acquisition or rehabilitation of the Property, the Developer agrees to assume sole financial responsibility for any liability associated with 49 CFR Part 24.

## R. OMB CIRCULARS

The administration of the HOME Program is subject to the uniform policies and requirements of the Office of Management and Budget's Circulars (the "OMB Circulars") and federal regulations implementing the Circulars. The OMB Circulars set standards for the administration of grants, principles for determining what costs are allowable, and requirements for independent audits. The OMB Circulars also address many other management issues, including record keeping, procurement, bank accounts, and program income. The Developer is required to be familiar with the OMB Circulars as it pertains to the federal funding received under this Agreement.

## VII. FINANCIAL MANAGEMENT

### A. AUDIT REQUIREMENTS

This Agreement is subject to the requirements of the Office of Management and Budget (OMB) Circular No. A-110 "Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations" and its relevant attachments "A" through "O" and Circular A-122, entitled "Cost Principles for Non-Profit Organizations."

This Agreement is also subject to an OMB A-133 audit pursuant to the Single Audit Act. Effective December 31, 2003, the Office of Management and Budget requires that grant recipients who expend $500,000 or more during a one year period in federal funds aggregate, conduct an A-133 audit.

Any agency that expends between $200,000 and $499,999 in federal funds will be required to have a CPA Audited Financial Statement submitted to the City. The funds expended may be from one or multiple federal sources.

If the Developer falls under the requirements of OMB A-133 Auditing Rules, the Developer must submit a full and complete copy of each conducted audit to the Neighborhood Services Department. The Developer is responsible for ensuring that each audit is completed in a proper and timely manner. Failure to submit a copy of the A-133 audit will render the Developer as non-compliant, and no funds may be drawn until the Neighborhood Services Department has received and reviewed a copy of the audit. The Developer should refer to the Program Manual which is applicable to the Project for further guidance on this matter.

### B. DOCUMENTATION OF COSTS

All costs shall be recorded by budget line-items and be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreement, shall be thoroughly identified and readily accessible. Backup must include the following documents to verify proof of payment: copies of the front and back of the cancelled checks, downloaded check copies from the Developer's bank's website, or bank statements in addition to a paid bill, invoice or receipt.

### C. FINANCIAL RECORDKEEPING

The financial records pertaining to all invoices, materials, payrolls, personnel records and other data concerning matters related to this Agreement may be requested from the Developer by a duly authorized representative, City-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof.

### D. PROJECT BUDGET

Eligible expenditures for payment by the City will be made in accordance with the Project Budget and, subject to any conditions imposed under this Agreement, shall include

semi-annual reports, when seeking reimbursement from the City for Project costs. All eligible expenses will be reimbursable with appropriate back-up documentation such as, but not limited to, paid invoices, the front and back of cancelled checks, bank statements and/or payroll sheets. The Developer shall not make any change in the Project Budget. Line items may be revised if permission is requested and approved in writing by the Neighborhood Services Department Director.

## E. METHOD OF PAYMENT

The City shall reimburse valid invoices for expenditures identified in the Projects Budget, Exhibit "C" attached hereto. Before paying such expenses, the City will review invoice expenditures to determine their consistency with the eligible expenditures approved pursuant to this Agreement. The City reserves the right to refuse reimbursement for expenses, which are ineligible for reimbursement with the Project Funds, or which are not within the scope of this Agreement.

The Developer agrees that disbursement under this Agreement will be made only when the total amount of eligible reimbursable expenses exceeds $1,000, excepting for the final request for payment under this Agreement. If the Developer requests payment in an amount less than the minimum established, payment will be made when the cumulative amount of all eligible reimbursable expenses exceeds $1,000.

The Developer agrees that it may not request disbursement of funds under this Agreement until the funds are needed for payment of Project eligible costs. The amount of each request must be limited to the amount needed and will be paid on a reimbursement basis.

Ten Thousand Dollars ($10,000) of the funds allocated under this Agreement will be retained until the Project is completed and the Developer submits the following:

1. Documentation showing that the assisted units meet the Housing Quality Standards, or, if new construction, that the Project has received an occupancy certificate;

2. A certified statement of Final Development Costs which, at a minimum, reports all development costs and expenditures for all federal funds, and the disposition of all of the Project Funds;

3. Completed form HUD-2516 "Contract and Subcontract Activity" for projects involving new construction or rehabilitation;

4. A completed form HUD-40097 "Rental Housing Completion Project Report" or, for owner-occupied projects, form HUD-4096 "Homeownership Project Completion Report";

5. Evidence of the recorded fully executed Deed of Trust securing the City's interest in the Property; and

6. Evidence that the Developer has provided the manager of the Project (Management Agent) with a copy of the federal and/or state regulations and the specific

compliance requirements which are applicable to the Project as a result of the Project Funds invested in the Property.

### F. UNEXPENDED PROJECT FUNDS

The Project Funds must be spent in a timely manner. In the event that the staff of the Neighborhood Services Department has reason to believe that the total amount of the Project Funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the City reserves the right to reprogram the Project Funds allocated hereunder to another eligible project and/or program.

Pursuant to 24 CFR Part 92.504(c)(2)(vii), the Developer must transfer upon expiration or termination of this Agreement all of the unexpended Project Funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of Project Funds provided pursuant to this Agreement.

### G. ACCOUNTING METHODS

Expenditures charged to the Project Funds will be accounted for separately from all other revenue sources. These records shall be maintained by the Developer.

### H. REAL PROPERTY, NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES AND DISPOSITION OF PROPERTY

In accordance with the United States Office of Management and Budget (OMB) Circulars A-87, Cost Principles of State and Local Governments, and A-110, Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, the following definitions shall apply:

1. Non-expendable personal property is defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of $500 or more and a useful life of more than one year.

2. Real property is defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.

Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City in its financial management. The Developer will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the City shall provide the Developer with disposition instructions upon request. If the property is disposed of for cash during this period, the proceeds from such disposition constitute Program Income which must be reported in accordance with the Subsections D and E of Section VI of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If the property is a vehicle, the City shall be named as a lien-holder on the title.

When non-expendable personal property has been fully depreciated in accordance with the City's 5-year straight-line schedule, and the property is disposed of for cash, the Developer may retain such funds provided that the Developer notifies the City in writing and that the Developer uses such funds for the exclusive benefit of the Project.

## VIII. MODIFICATION OR TERMINATION OF AGREEMENT

### A. AMENDMENT OR REVISION REQUIRED BY HUD

The Developer and the City hereby agree to amend or otherwise revise this Agreement should such modification be required by HUD and/or any applicable federal statutes or regulations.

### B. FEDERAL AND CITY ENFORCEMENT PROCEDURES

The Developer and the City hereby agree that this Agreement is subject to federal enforcement procedures identified in 24 CFR Part 84.62. The City shall be entitled to the remedies set forth therein for the Developer's failure to comply with any of the terms, conditions and covenants of this Agreement, which shall include the following:

1. Temporarily withholding cash payments pending correction of the deficiency by the City or the Developer or more severe action by the U.S. Department of Housing and Urban Development, as the awarding federal agency,

2. Disallowing use of the Project Funds and matching credit for all or part of the cost of the activity or action not in compliance,

3. Whole or partial suspension or termination of this Agreement, and the current award thereunder, for the Project,

4. Withholding of further awards for the Project, or

5. The adoption of other legally available remedies.

The City reserves the right to set the terms and conditions for suspension or termination, provided that such conditions are consistent with 24 CFR Part 85.43 and are appropriate for the noncompliance being addressed. Any notice of termination for noncompliance shall be given to the Developer no less than ten (10) days before the effective date of such termination.

### C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions are not inserted, or is not correctly inserted, then upon the application of either party, this Agreement shall forthwith be physically amended to make such insertion.

## D. NOTIFICATION OF AGENCY CHANGES

The Developer must notify within 15 days the City in writing of any of the following changes: Key staff personnel, Executive Director, changes of more than half of the Board of Directors, Developer name change, change of address, phone, fax or email address. The City must have complete and up to date information on file for the Developer.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representations the day and year first above written.

CITY OF LAS VEGAS

By _____
Oscar B. Goodman, Mayor Date

NEVADA H.A.N.D., INC.

By _____
Michael Mullin, President Date

ATTEST:

_____
Beverly K. Bridges, MMC, City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 5-17-10
Robert S. Sylvain Date
Deputy City Attorney

ACCEPTANCE OF DEFERRED LOAN AND AGREEMENT TO COMPLY WITH GRANT CONDITIONS

I, Michael Mullin, President of Nevada H.A.N.D., Inc., on behalf of that corporation, do hereby accept the deferred loan made and the conditions imposed upon that deferred loan contained in the Home Investment Partnerships ("HOME") and Low Income Trust Fund Program Agreement to Fund Westcliff Heights Senior Apartment Project approved by the City Council of the City of Las Vegas, Nevada on the 20th day of January, 2010, a copy of which is attached hereto and incorporated herein.

Executed this 18 day of MAY, 2010.

Nevada H.A.N.D., Inc.

By: _____
Michael Mullin, President

State of Nevada )
County of Clark)

On this 18 day of MAY, 2010, before me, the undersigned, a Notary Public in and for said county and State, personally appeared

MICHAEL MULLIN as _____, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntary and for the uses and purposes therein mentioned.

_____
Notary Public

GLORIA SANCHEZ
Notary Public State of Nevada
No. 98-2756-1
My appt. exp. Mar. 30, 2012

## TABLE OF EXHIBITS AND ATTACHMENTS


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## EXHIBIT "A"
## PROJECT DESCRIPTION, FINANCING AND REQUIREMENTS

### A. PROJECT DESCRIPTION

For purposes of the Agreement, the Project involves the construction of an affordable senior citizen independent-living rental housing complex, which is commonly known and referred to as "Westcliff Heights Senior Apartments." The Westcliff Heights Senior Apartments will consist of 80 one bedroom units with the Project Assisted Units (defined in Section C 1 below) to be occupied by tenants who qualify for affordable housing pursuant to Section C 2 below for the Period of Compliance (defined in Section C 4 below).

The Property consists of approximately 3 acres of real property, which is legally described in the Legal Description, Exhibit "E" to the Agreement. The location of the Property and the rendering of the Project are depicted on the Site Map, Exhibit "D-1" and the Project Rendering, Exhibit "D-2", which are attached to the Agreement.

### B. PROJECT FINANCING

The Developer is responsible to the City for constructing, or causing the construction of, the Project. Subsequent to execution of the Agreement, the obligation to develop the Property will be assigned to, and will be assumed by, Westcliff Heights Limited Partnership ("Westcliff Heigthts"), a single asset Nevada limited partnership, whose General Partner is Westcliff Heights, LLC, and whose limited partner is the Developer. Westcliff Heights GP, Inc., a Nevada non-profit corporation, is the sole member of Westcliff Heights, LLC. Subsequent to the execution of this Agreement, the limited partnership interests of the Developer in Westcliff Heights will be acquired by the NEF Assignment Corporation, an entity composed of tax credit investors.

Westcliff Heights GP, Inc., a Nevada nonprofit corporation, is the sole member of Westcliff Heights, LLC, the General Partner of Westcliff Heights. Westcliff Heights GP, Inc., is composed of the Developer (Majority Member as to a 75% interest) and EBCDC (Minority Member as to a 25% interest). The Developer has obtained commitments of Low Income Housing Tax Credits from the State of Nevada to help finance the Project.

The Property is owned by Silver Sky Two Limited Partnership ("Silver Sky"), a Nevada limited partnership, as of the date of execution of the Agreement. Subsequent to the execution of the Agreement, but prior to the commencement of any construction thereon, Wescliff Heights will acquire ownership and possession of the Property from Silver Sky.

The Project is being developed by the Developer using both the public and private financing described below.

1. Public Financing. The City agrees to provide to the Developer a deferred loan of federal and state HOME Program funds in an amount not to exceed Four Hundred Forty-Two Thousand Fifty-Two and 69/100ths Dollars ($442,052.69) (the "HOME Funds") and state LIHTF Program funds in an amount not to exceed Fifty-Seven Thousand Nine Hundred Forty-Seven and

31/100ths Dollars ($57,947.31) (the "LIHTF Funds"), for a total amount not to exceed Five Hundred Thousand Dollars ($500,000) (the "Project Funds") to be used in financing the construction of the Project. The timing and method of providing the Project Funds shall be entirely within the City's discretion.

The Project Funds will be used to reimburse the Developer for the eligible construction costs set forth in the Project Budget, Exhibit "C", attached to the Agreement. Any Project construction costs incurred in excess of the Project Funds will be the responsibility of the Developer unless otherwise agreed in writing by the City. Subsequent to the completion of the Project, the Developer agrees to operate the Project Assisted Units as affordable housing pursuant to the requirements of the Agreement, and assume responsibility for all operational and maintenance costs in connection therewith.

The Project Funds provided by the City to the Developer will be used to reimburse Westcliff Heights for the eligible Project construction costs. As security for the repayment of the Project Funds in the event Westcliff Heights fails to perform the Developer's obligations of the Agreement, Westcliff Heights will execute in favor of the Developer (i) the Promissory Note for HOME Funds in the amount of the HOME Funds and the Promissory Note for LIHTF Funds in the amount of the LIHTF Funds (Attachments 1 and 2 to this Exhibit "A") (collectively the "Project Promissory Notes"), which in the aggregate amount equal the amount of Project Funds provided pursuant to the Agreement, and (ii) the All-Inclusive Deed of Trust and Assignment of Rents Securing HOME Funds and the All-Inclusive Deed of Trust and Assignment of Rents Securing LIHTF Funds (collectively the "Project Deeds of Trust") (Attachments 5 and 6 to this Exhibit "A"). The Developer will assign all of its rights and interests in the Project Promissory Notes and the Project Deeds of Trust to the City as security for the its performance of the obligations of the Agreement and the requirements imposed as conditions to the receipt of the Project Funds.

2. Other Financing. The Developer and the City acknowledge that the Property may be encumbered by one or more deeds of trust or other security interest created by the Developer, or its assignee, to provide additional financing for construction of the Project, which encumbrances will be recorded in the official records of Clark County Recorder's Office. The Developer and the City acknowledge that the Property will be subject to the Tax Credit Compliance Guaranties which constitutes the extended low-income housing commitment. The City acknowledges and agrees that the Project Deeds of Trust assigned to the City will be subject and subordinate to the Tax Credit Compliance Guaranties and any liens, deeds of trust or other security instruments required for the acquisition and permanent financing of the Project. Other than the aforementioned encumbrances, the Developer shall not allow the Property to be encumbered or attached in any manner with any liens, encumbrances or other security instruments during the Period of Compliance.

## C. PROJECT REQUIREMENTS

1. Number of Floating Project Assisted Units. Of the 80 apartment units comprising Westcliff Heights Senior Apartments, the Developer agrees to designate and operate 5 units as affordable housing, with 4 units designated as floating HOME units and 1 unit designated as a floating LIHTF unit (the "Project Assisted Units"). For purposes of this Agreement, a "floating

unit" means that the Developer may, with the vacation of the unit by the qualified affordable housing tenant, utilized a different unit to meet its obligation of providing affordable housing required under the Agreement, provided the newly designated unit is comparable to the vacated unit in square footage, number of bedrooms and other apartment features. The Project Assisted Units shall all consist of one bedroom units.

2. Tenant Qualifications for Affordable Housing. The Developer agrees that one hundred percent (100%) of the Project Assisted Units must be occupied by tenants whose income does not exceed sixty per cent (60%) of the AMI.

The Developer will not lease any of the Project Assisted Units to households whose income, at the time of initial occupancy, exceeds sixty percent (60%) of the AMI, which income is adjusted for family size pursuant to the HUD Program Income Guidelines, Exhibit "F" to the Agreement. Program Income Guidelines will be updated by HUD on an annual basis, and such guidelines will automatically replace Exhibit "F" to the Agreement.

3. Rental Amount Limitations. The Developer agrees that the rents charged for the Project Assisted Units will not exceed the low rent limits established by HUD annually for the HOME and LIHTF Programs, which limits are set forth in the HOME/LIHTF Rent Limits, Exhibit "G" to the Agreement If any tenant receives an additional subsidy through any other rental assistance programs (such as the Section 8 Program of Clark County), the rent of the Project Assisted Unit may be raised to the amount of the rental assistance program limit only if the following requirements are met: (i) the tenant is paying no more than thirty percent (30%) of their adjusted income as rent; (ii) the subsidy is project-based (affects the entire project, not just a single unit); and (iii) the tenant's income is less than fifty percent (50%) of the area median income. If the rental subsidy is tenant-based (not project-based), the total rent is the maximum amount from all sources that the Developer may receive for the Project Assisted Unit. Each tenant in a Project Assisted Unit shall have a minimum one year written lease for the unit, unless a different period is agreed upon by Developer and the tenant.

4. Period of Compliance. The Developer agrees that the obligation to provide affordable housing as required pursuant to this Agreement shall be in effect for a period of thirty (30) years (the "Period of Compliance") commencing from the date that the Completion Report, received from the Developer, is entered into the Computerized Disbursements and Information System established by HUD.

5. Right of Recapture. If, during the Period of Compliance, any of the following occur: (i) the Developer sells, transfers, conveys or otherwise loses any of its rights, title or interest in, or possession of, the Property, whether it be through a sale, foreclosure or any other proceeding, (ii) the Developer fails to provide affordable housing pursuant to the requirements of this Agreement, or (iii) the Project Assisted Units, or any portion thereof, are used or converted to non-qualified HOME or LIHTF activities or uses , then, in such event, the City shall be entitled to recapture the Project Funds invested in the Property, and the Developer agrees to repay the Project Funds to the City upon receipt of demand therefor. The failure to repay the Project Funds as required herein shall entitle the City to declare the principal and interest due under the provisions of the Project Promissory Notes to be due and payable and to enforce the security

interests in the Property granted by the Developer to the City pursuant to the Project Deeds of Trust.

If, at any time, the Developer sells, transfers, conveys or otherwise loses any of its rights, title or interest in, or possession of, the Property, whether it be through a sale, foreclosure or any other proceeding, the City shall be entitled to recapture the LIHTF Funds, and the Developer agrees to repay the LIHTF Funds to the City upon receipt of demand therefor. The failure to repay the LIHTF Funds as required herein shall entitle the City to declare the principal and interest due under the provisions of the LIHTF Promissory Note to be due and payable and to enforce its security interest granted to the City by the Developer in the Property pursuant to the All-Inclusive Deed of Trust and Assignment of Rents Securing LIHTF Funds.

The right of recapture reserved herein to the City shall not apply to the transfer of any membership interests in the Developer.

6. Usage Records. The Developer will provide the Neighborhood Services Department Director with client usage records for the HOME units on a semi-annual basis during the Period of Compliance of this Agreement. These records will contain, but are not limited to, the following data:

a. Total clients served;
b. Racial breakdown of clients served including American Indian/Alaska Native, Asian, Black/African American, Native Hawaiian/ Other Pacific Islander, White, American Indian/Alaska Native and White, Asian and White, Black/African American and White, American Indian/Alaska Native and Black/African American, Other;
c. Number of clients who report a Hispanic ethnicity;
d. Number and percentage of Low and Very Low Income clients as defined by HUD HOME Program Income Guidelines (Exhibit "F");
e. Number of handicapped clients served;
f. Number of senior citizens served;
g. Number of female head-of-households served;
h. Number of renter households served, and rent charged;
i. Number of owner households served; and
j. Monthly rent paid by each household served.

7. Program Income. In accordance with 24 CFR 92.300(a)(2), if the Property generates other income from the investment of the Project Funds in the Project, such program income may be used by the Developer provided the income is used to provide affordable housing pursuant to the requirements of the HOME Program. The Developer will maintain a record of all such program income and an accounting of the future disposition of these funds and will provide this information to the City annually for the duration of the Period of Compliance.

**ATTACHMENT "1" TO EXHIBIT "A"**

**PROMISSORY NOTE FOR HOME FUNDS**

(next page)

**PROMISSORY NOTE FOR HOME FUNDS**

(SECURED – ALL INCLUSIVE)

_____, 2010

$442,052.69 Las Vegas, Nevada

FOR VALUE RECEIVED, the undersigned (herein "Maker") hereby promises to pay to the order of Nevada H.A.N.D. Inc.(herein "Holder"), a Nevada non-profit corporation, at 295 E. Warm Springs Road, Suite 101, Las Vegas, Nevada 89119, or at such other place or to such other party as Holder may from time to time designate in writing, the principal sum of Four Hundred Forty-Two Thousand Fifty-Two and 69/100ths Dollars ($442,052.69), without interest (the "Indebtedness"). This Note is recourse to Maker.

1. Miscellaneous Defined Terms. For purposes of this Promissory Note ("Note"), the following definitions shall apply:

i. "Agreement" shall mean that certain Home Investment Partnership ("HOME") and Low Income Housing Trust Fund Agreement to Fund Westcliff Heights Senior Apartment Project dated January 20, 2010, as the same may be amended from time to time, executed by and between the City and Holder.

ii. "All-Inclusive Deed of Trust" shall mean the All-Inclusive Deed of Trust and Assignment of Rents Securing HOME Funds executed by Maker, as Trustor, in favor of Holder, as Beneficiary, of even date herewith, which document is recorded in the Office of the Clark County Recorder, State of Nevada.

iii. "Cash Flow Available for Debt Service" shall mean the cash flow to be distributed in accordance with the provisions set forth in Section 5.1.1(viii) of Article V of the Partnership Agreement.

iv. "City" shall mean the City of Las Vegas, a municipal corporation within the State of Nevada.

v. "City Obligations" shall mean all of the obligations of to be performed by Holder under the Agreement, which are assigned to, and assumed by, Maker.

vi. "Partnership Agreement" shall mean that certain Westcliff Heights Agreement of Limited Partnership dated February 12, 2009, as same may be amended from time to time, by and between HAND Enterprises, Inc., a Nevada non-profit corporation, and Nevada H.A.N.D., Inc., a Nevada non-profit corporation.

vii. "Payment Date" shall mean, with respect to each Payment Period, the date that Cash Flow Available for Debt Service is distributed by the Partnership.

viii. "Payment Period" shall mean each annual period ending on December 31 of each year during the term hereof commencing on January 1 2012.

ix. "Property" shall mean that certain real property which is more fully described in the All-Inclusive Deed of Trust.

2. Payment Terms. The principal due hereunder shall be payable in annual installments as follows:

a. Payment Amount. Commencing on the first Payment Date, and on each Payment Date thereafter during the term of this Note, the payment of principal shall be due and payable to Holder hereof for the immediately preceding Payment Period in an amount equal to 15% of Cash Flow Available for Debt Service to the extent that the same is available and is applicable to such Payment Period.

b. Application. Each payment when received shall be used first to pay any expenses reimbursable to Holder, second to reduce the principal balance.

The Indebtedness represented by this Note shall be all due and payable in its entirety on the earlier of (i) that date which is fifty (50) years from the date hereof, or (ii) the date upon which the City Obligations shall become due and payable whether upon default under the Agreement, by acceleration or otherwise of this Note. Maker agrees to repay to Holder the Indebtedness represented by this Note if, during the Period of Compliance (defined in the Agreement), (i) the Project Assisted Units (defined in the Agreement) are not managed as affordable housing and occupied by tenants who qualify for such housing under the Agreement, or (ii) there is a sale, conveyance or transfer of ownership, or loss of possession of, the Property as prohibited in the Agreement. Maker shall have the right to prepay the Indebtedness in full, or in part, at any time.

In the event of a default hereunder, the Indebtedness evidenced by this Note is and shall be subordinate in right of payment to the prior payment in full of the indebtedness evidenced by the Promissory Note dated as of _____, 2010 in the original amount of $6,996,000 issued by Maker and payable to Holder (the "Capital Advance Note"). The All-Inclusive Deed of Trust is and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the Deed of Trust securing the Capital Advance Note.

Except as otherwise provided herein or in the All-Inclusive Deed of Trust, as long as Maker is in full compliance with all of its obligations under this Note and the All-Inclusive Deed of Trust, by its acceptance hereof, Holder agrees to perform the City Obligations of Maker to the extent that the same cannot be performed by Maker under the Agreement, and the City Obligations will be secured by an assignment of this Note and the All-Inclusive Deed of Trust by Holder to the City.

In the event Holder shall fail to timely and fully pay and perform any of the City Obligations required to be performed by Holder as provided herein, in addition to any other rights and remedies available to Maker, Maker shall be entitled to pay and perform the City Obligations and offset against the amounts due Holder hereunder the full amount of all sums paid and/or costs incurred in connection with Maker's payment and performance of the City Obligations.

Maker waives presentment for payment, demand and protest and notice of protest, and of dishonor and non-payment of this Note.

In the event any of the payments from or performance by Maker required by the terms hereof be not paid or performed when same become due, then at any time following the expiration of applicable cure periods under the All-Inclusive Deed of Trust, the whole of the unpaid principal balance of this Note shall, at the option of Holder and without notice, become immediately due and payable. This option may be exercised at any time after any such event and the acceptance by Holder of one or more installments or other payments or performance from any person thereafter shall not constitute a waiver of Holder's option. Notwithstanding anything to the contrary contained herein, in the event of default by Maker, Holder shall look solely to the Property and other property described in the All Inclusive Deed of Trust for payment of the Indebtedness and, specifically and without limitation, Holder agrees to waive any right to seek or obtain a deficiency judgment against Maker.

Time is expressly made of the essence with respect to every provision hereof and the All-Inclusive Deed of Trust. This Note shall be governed by, construed and enforced in accordance with, the laws of the State of Nevada.

This Note is secured by the All-Inclusive Deed of Trust, which encumbers the Property as security for the performance of the City Obligations.

Maker hereby specifically acknowledges, confirms and agrees that: (i) Maker has received copies of the documents and instruments evidencing and/or securing the City Obligations (collectively, the "City Obligation Documents"), (ii) Maker has reviewed and understands all of the provisions of the City Obligation Documents, this Note and the All-Inclusive Deed of Trust, and has reviewed the same with legal counsel of Maker's own choosing, (iii) Maker has not requested, received or relied upon any legal advice, representations or warranties from Holder in connection with the City Obligation Documents, this Note or the All-Inclusive Deed of Trust, and (iv) as between Maker and Holder, Maker shall be primarily responsible for, and hereby expressly covenants and agrees to fully and timely perform, all of the obligations of Holder under, arising out of, or with respect to the City Obligation Documents including, without limitation, payment of taxes, maintenance of the Property, compliance with low income housing restrictions, recorded covenants, conditions and restrictions, applicable laws, etc., but excluding the obligation of Holder to repay the deferred loan to the City in the event of a default under the Agreement, which obligation shall remain the obligation of Holder.

A Secondary Financing Rider is attached hereto as Exhibit A and incorporated herein by this reference as a part hereof.

. . .

. . .

IN WITNESS WHEREOF, Maker has caused this Note to be executed on its behalf by its duly authorized officer as of the date first above written.

**Maker:** **WESTCLIFF HEIGHTS LIMITED PARTNERSHIP,** a Nevada limited partnership

By: Westcliff Heights, LLC, a Nevada limited liability company, its general partner

By: WESTCLIFF HEIGHTS GP, a Nevada nonprofit corporation, its sole member

By: _____
Eloiza Martinez, President

**Holder:** **NEVADA H.A.N.D., INC.**, a Nevada non-profit corporation

By: _____
Michael Mullin, President

**EXHIBIT A**

**SECONDARY FINANCING RIDER**

**to**

**PROMISSORY NOTE FOR HOME FUNDS**

**Westcliff Heights Limited Partnership**
**to**
**Nevada H.A.N.D., Inc.**
**Principal Amount: $442,052.69**

THIS SECONDARY FINANCING RIDER is attached to and made a part of the foregoing note (herein, the "Junior Note") and the deed of trust (herein, the "Junior Mortgage") between Westcliff Heights Limited Partnership., a Nevada limited partnership, referred to herein as the "Mortgagor," and Nevada H.A.N.D., Inc., a Nevada non-profit corporation, referred to herein as the "Junior Lender" (Collectively, the "Junior Loan Documents"). The terms and conditions of the Rider supersede the terms of the Junior Loan Documents, and, should there be any conflict or inconsistency between this Rider and the Junior Loan Documents, the terms and conditions of this Rider shall prevail. By acceptance of delivery and recordation of the Junior Loan Documents, the Junior Lender agrees to the following provisions. By execution of the Junior Loan Documents, the Mortgagor agrees to the following provisions:

1. The Junior Loan Documents are specifically subordinate to that certain note and deed of trust between the Mortgagor and Nevada H.A.N.D., Inc. dated _____ ____, 2010 and recorded _____, 2010 in the real property records of the County of Clark, State of Nevada (the "Senior Mortgage").

2. The Junior Note may not mature, and may not bear a maturity date, prior to the date on which the Senior Mortgage matures.

3. The Junior Mortgage may be assumed when a sale or transfer of the physical assets occurs under the following conditions:

    a. Not more than 70 percent of the net proceeds of the sale or transfer is applied to the reduction of the Junior Loan.

    b. For these instructions, net proceeds are the funds available to the original mortgagor after:

        i. Correcting any monetary or covenant default on the first mortgage, and

ii. Making required contributions to any reserve funds and needed improvements to the property as evidenced by HUD's annual inspection reports.

4. If HUD approves a sale of the project pursuant to HUD guidelines for transfers of physical assets, then Junior Lender will agree to such transfer of the ownership of the project.

5. The Junior Note and Junior Mortgage automatically terminate if HUD acquires title to the project by a deed in lieu of foreclosure.

6. The Junior Mortgage is subject to and subordinate to the Senior Mortgage, and the HUD Regulatory Agreement between HUD and the Mortgagor.

7. Payment Only From Surplus Cash. Check the appropriate alternative below:

a. __X__ [For junior loans secured by a lien against the project] As long as the Secretary of Housing and Urban Development, or his/her successors or assigns, is the insurer or holder of the Senior Mortgage, any payments due from project income under the Junior Loan Documents, or any prepayments made, shall be payable only from surplus cash of the project, as that term is defined in the Regulatory Agreement dated _____ ____, 2010, between the Secretary and the Mortgagor, and subject to the availability of such surplus cash in accordance with the provision of said Regulatory Agreement. The restriction on payment imposed by this paragraph shall not excuse any default caused by the failure of the maker to pay the indebtedness evidenced by the Junior Note.

b. _____ [For junior loans NOT secured by a lien against the project] As long as the Secretary of Housing and Urban Development, or his/her successors or assigns, is the insurer or holder of the Senior Mortgage, any payment due from project income under the Junior Loan Documents, or any prepayments made, shall be payable only from surplus cash of the project, as that term is defined in the Regulatory Agreement dated _____, 2007, between the Secretary and Mortgagor, and subject to the availability of such surplus cash in accordance with the provisions of said Regulatory Agreement. The restrictions on payment imposed by this paragraph shall not excuse any default caused by the failure of the maker to pay the indebtedness evidenced by the Junior Note. Junior Lender has no claim and will not later assert any claim for payment against the mortgaged property, the mortgage proceeds, any reserve or deposit made with the Senior Mortgagee or another required by the Secretary in connection with the mortgage transaction, or against the rents or other income from the mortgaged property. The Mortgagor cannot issue a surplus cash note to the principals as evidence of an obligation for payment of the Junior Loan.

8. Mortgagor has obtained the prior written consent of Nevada H.A.N.D., Inc. to the existence of the Junior Loan.

9. The Junior Note may be sold, transferred, assigned, or pledged by the Junior Lender, so long as it remains subordinate to the Senior Loan.

10. The Junior Lender certifies that the Junior Loan Documents represent a *bona fide* transaction and that it fully understands all of HUD's requirements for such secondary financing, and that no prepayment of principal or interest shall be accepted without evidence that the Federal Housing Commissioner has authorized such prepayment. If an unauthorized prepayment is accepted, the funds shall be held by the Junior Lender in trust for the project.

**ATTACHMENT "2" TO EXHIBIT "A"**

**PROMISSORY NOTE FOR LIHTF FUNDS**

(next page)

**PROMISSORY NOTE FOR LIHTF FUNDS**

(SECURED – ALL INCLUSIVE)

_____, 2010

$57,947.31 Las Vegas, Nevada

FOR VALUE RECEIVED, the undersigned (herein "Maker") hereby promises to pay to the order of Nevada H.A.N.D. Inc., a Nevada nonprofit corporation (herein "Holder"), at 295 E. Warm Springs Road, Suite 101, Las Vegas, Nevada 89119, or at such other place or to such other party as Holder may from time to time designate in writing, the principal sum of Fifty-Seven Thousand Nine Hundred Forty-Seven Dollars Thirty One Cents ($57,947.31), without interest (the "Indebtedness"). This Note is recourse to Maker.

1. Miscellaneous Defined Terms. For purposes of this Promissory Note ("Note"), the following definitions shall apply:

i. "Agreement" shall mean that certain Home Investment Partnership ("HOME") and Low Income Housing Trust Fund Agreement to Fund Westcliff Heights Senior Apartment Project dated January 20, 2010, as the same may be amended from time to time, executed by and between the City and Holder.

ii. "All-Inclusive Deed of Trust" shall mean the All-Inclusive Deed of Trust and Assignment of Rents Securing LIHTF Funds executed by Maker, as Trustor, in favor of Holder, as Beneficiary, of even date herewith, which document is recorded in the Office of the Clark County Recorder, State of Nevada.

iii. "Cash Flow Available for Debt Service" is defined, and for the purposes of this Note shall be the cash flow to be distributed interpreted in accordance with the provisions set forth in Section 5.1.1 (viii) of Article V of said Partnership Agreement.

iv. "City" means the City of Las Vegas, a municipal corporation within the State of Nevada.

v. "City Obligations" shall mean all of the obligations of to be performed by Holder under the Agreement, which are assigned to, and assumed by, Maker.

v. "Partnership Agreement" shall mean that certain Westcliff Heights Agreement of Limited Partnership dated February 12, 2009, as same may be amended from time to time, by and between HAND Enterprises, Inc., a Nevada non-profit corporation, and Nevada H.A.N.D., Inc., a Nevada non-profit corporation.

vi. "Payment Date" shall mean, with respect to each Payment Period, the date that Cash Flow Available for Debt Service is distributed by the Partnership.

vii. "Payment Period" shall mean each annual period ending on December 31 of each year during the term hereof commencing on January 1, 2012.

viii. "Property" means that certain real property which is more fully described in the All-Inclusive Deed of Trust.

2. Payment Terms. The principal due hereunder shall be payable in annual installments as follows:

a. Payment Amount. Commencing on the first Payment Date and on each Payment Date thereafter during the term of this Note, the payment of principal shall be due and payable to the holder hereof for the immediately preceding Payment Period in an amount equal to 5% of Cash Flow Available for Debt Service to the extent that the same is available and is applicable to such Payment Period.

b. Application. Each payment when received shall be used first to pay any expenses reimbursable to Holder, and second any balance shall be used to reduce the principal balance.

The Indebtedness represented by this Note shall be all due and payable in its entirety on the earlier of (i) that date which is fifty (50) years from the date hereof, or (ii) the date upon which the City Obligations shall become due and payable whether upon default under the Agreement, or acceleration or otherwise of this Note (the "Maturity Date"). Maker agrees to repay to Holder the Indebtedness represented by this Note if, during the Period of Compliance (defined in the Agreement), (i) the Project Assisted Units (defined in the Agreement) are not managed as affordable housing and occupied by tenants who qualify for such housing under the Agreement, or (ii) there is a sale, conveyance or transfer of ownership, or loss of possession of, the Property as prohibited in the Agreement. Maker shall have the right to prepay the Indebtedness evidenced hereby in full, or in part, at any time.

The Indebtedness evidenced by this Note is and shall be subordinate in right of payment to the prior payment in full of the Indebtedness evidenced by the Promissory Note for HOME Funds (Secured All Inclusive) dated _____, 2010 in the original principal amount of $442,052.69 issued by Maker and payable to Nevada H.A.N.D., Inc. (the "HOME Promissory Note"). The All-Inclusive Leasehold Deed of Trust securing this Note is and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the All-Inclusive Deed of Trust and Assignment of Rents Securing the HOME Promissory Note of even date herewith.

Except as otherwise provided herein or in the All-Inclusive Deed of Trust, as long as Maker is in full compliance with all of its obligations under this Note and the All-Inclusive Deed of Trust, by its acceptance hereof, Holder agrees to perform the City Obligations, to the extent that such obligation cannot be performed by Maker, under the Agreement, and the City Obligations will be secured by an assignment of this Note and the All-Inclusive Deed of Trust by Holder to the City.

In the event Holder shall fail to timely and fully pay and perform any of the obligations required to be performed by Holder as provided herein, in addition to any other rights and remedies available to Maker, Maker shall be entitled to pay and perform the City Obligations and offset

against the amounts due Holder hereunder the full amount of all sums paid and/or costs incurred in connection with Maker's payment and performance of the City Obligations.

Maker waives presentment for payment, demand and protest and notice of protest, and of dishonor and non-payment of this Note.

In the event any of the payments from or performance by Maker required by the terms hereof be not paid or performed when same become due, then at any time following the expiration of applicable cure periods under the All-Inclusive Deed of Trust, the whole of the unpaid principal balance of this Note shall, at the option of Holder and without notice, become immediately due and payable. This option may be exercised at any time after any such event and the acceptance by Holder of one or more installments or other payments or performance from any person thereafter shall not constitute a waiver of Holder's option. Notwithstanding anything to the contrary contained herein, in the event of default by Maker, Holder shall look solely to the Property and other property described in the All Inclusive Deed of Trust for payment of the Indebtedness and, specifically and without limitation, Lender agrees to waive any right to seek or obtain a deficiency judgment against Maker.

Time is expressly made of the essence with respect to every provision hereof and the All-Inclusive Deed of Trust. This Note shall be governed by, construed and enforced in accordance with the laws of the State of Nevada.

This Note is secured by the All-Inclusive Deed of Trust, which encumbers that certain real property more particularly described therein (the "Property").

Maker hereby specifically acknowledges, confirms and agrees that: (i) Maker has received copies of the documents and instruments evidencing and/or securing the City Obligations (collectively, the "City Obligation Documents"), (ii) Maker has reviewed and understands all of the provisions of the City Obligation Documents, this Note and the All-Inclusive Deed of Trust, and has reviewed the same with legal counsel of Maker's own choosing, (iii) Maker has not requested, received or relied upon any legal advice, representations or warranties from Holder in connection with the City Obligation Documents, this Note or the All-Inclusive Deed of Trust, and (iv) as between Maker and Holder, Maker shall be primarily responsible for, and hereby expressly covenants and agrees to fully and timely perform, all of the obligations of Holder under, arising out of or with respect to the City Obligation Documents including, without limitation, payment of taxes, maintenance of the Property, compliance with low income housing restrictions, recorded covenants, conditions and restrictions, applicable laws, etc. but excluding the obligation of Holder to repay the deferred loan to the City in the event of a default under the Agreement, which obligation shall remain the obligation of Holder.

A Secondary Financing Rider is attached hereto as Exhibit A and incorporated herein as a part hereof.

IN WITNESS WHEREOF, the Maker has caused this Note to be executed on its behalf by its duly authorized officer as of the date first above written.

**Maker: WESTCLIFF HEIGHTS LIMITED PARTNERSHIP,** a Nevada limited partnership

By: WESTCLIFF HEIGHTS, LLC, a Nevada limited liability company, General Partner of Westcliff Heights Limited Partnership

By: WESTCLIFF HEIGHTS GP, INC., a Nevada nonprofit corporation, its sole member

By: _____
Eloiza Martinez, President

**Holder: NEVADA H.A.N.D., INC.**, a Nevada nonprofit corporation

By: _____
Michael Mullin, President

**EXHIBIT A**

**SECONDARY FINANCING RIDER**

**to**

**PROMISSORY NOTE FOR LIHTF FUNDS**

**Westcliff Heights Limited Partnership**
**to**
**Nevada H.A.N.D., Inc.**
**Principal Amount: $57,947.31**

THIS SECONDARY FINANCING RIDER is attached to and made a part of the foregoing note (herein, the "Junior Note") and the deed of trust (herein, the "Junior Mortgage") between Westcliff Heights Limited Partnership., a Nevada limited partnership, referred to herein as the "Mortgagor," and Nevada H.A.N.D., Inc., a Nevada non-profit corporation, referred to herein as the "Junior Lender" (Collectively, the "Junior Loan Documents"). The terms and conditions of the Rider supersede the terms of the Junior Loan Documents, and, should there be any conflict or inconsistency between this Rider and the Junior Loan Documents, the terms and conditions of this Rider shall prevail. By acceptance of delivery and recordation of the Junior Loan Documents, the Junior Lender agrees to the following provisions. By execution of the Junior Loan Documents, the Mortgagor agrees to the following provisions:

1. The Junior Loan Documents are specifically subordinate to that certain note and deed of trust between the Mortgagor and Nevada H.A.N.D., Inc. dated _____ ____, 2010 and recorded _____, 2010 in the real property records of the County of Clark, State of Nevada (the "Senior Mortgage").

2. The Junior Note may not mature, and may not bear a maturity date, prior to the date on which the Senior Mortgage matures.

3. The Junior Mortgage may be assumed when a sale or transfer of the physical assets occurs under the following conditions:

    a. Not more than 70 percent of the net proceeds of the sale or transfer is applied to the reduction of the Junior Loan.

    b. For these instructions, net proceeds are the funds available to the original mortgagor after:

        i. Correcting any monetary or covenant default on the first mortgage, and

ii. Making required contributions to any reserve funds and needed improvements to the property as evidenced by HUD's annual inspection reports.

4. If HUD approves a sale of the project pursuant to HUD guidelines for transfers of physical assets, then Junior Lender will agree to such transfer of the ownership of the project.

5. The Junior Note and Junior Mortgage automatically terminate if HUD acquires title to the project by a deed in lieu of foreclosure.

6. The Junior Mortgage is subject to and subordinate to the Senior Mortgage, and the HUD Regulatory Agreement between HUD and the Mortgagor.

7. Payment Only From Surplus Cash. Check the appropriate alternative below:

a. __X__ [For junior loans secured by a lien against the project] As long as the Secretary of Housing and Urban Development, or his/her successors or assigns, is the insurer or holder of the Senior Mortgage, any payments due from project income under the Junior Loan Documents, or any prepayments made, shall be payable only from surplus cash of the project, as that term is defined in the Regulatory Agreement dated _____ ____, 2010, between the Secretary and the Mortgagor, and subject to the availability of such surplus cash in accordance with the provision of said Regulatory Agreement. The restriction on payment imposed by this paragraph shall not excuse any default caused by the failure of the maker to pay the indebtedness evidenced by the Junior Note.

b. _____ [For junior loans NOT secured by a lien against the project] As long as the Secretary of Housing and Urban Development, or his/her successors or assigns, is the insurer or holder of the Senior Mortgage, any payment due from project income under the Junior Loan Documents, or any prepayments made, shall be payable only from surplus cash of the project, as that term is defined in the Regulatory Agreement dated _____, 2007, between the Secretary and Mortgagor, and subject to the availability of such surplus cash in accordance with the provisions of said Regulatory Agreement. The restrictions on payment imposed by this paragraph shall not excuse any default caused by the failure of the maker to pay the indebtedness evidenced by the Junior Note. Junior Lender has no claim and will not later assert any claim for payment against the mortgaged property, the mortgage proceeds, any reserve or deposit made with the Senior Mortgagee or another required by the Secretary in connection with the mortgage transaction, or against the rents or other income from the mortgaged property. The Mortgagor cannot issue a surplus cash note to the principals as evidence of an obligation for payment of the Junior Loan.

8. Mortgagor has obtained the prior written consent of Nevada H.A.N.D., Inc. to the

existence of the Junior Loan.

9. The Junior Note may be sold, transferred, assigned, or pledged by the Junior Lender, so long as it remains subordinate to the Senior Loan.

10. The Junior Lender certifies that the Junior Loan Documents represent a *bona fide* transaction and that it fully understands all of HUD's requirements for such secondary financing, and that no prepayment of principal or interest shall be accepted without evidence that the Federal Housing Commissioner has authorized such prepayment. If an unauthorized prepayment is accepted, the funds shall be held by the Junior Lender in trust for the project.

## ATTACHMENT "3" TO EXHIBIT "A"

## ALL-INCLUSIVE DEED OF TRUST AND ASSIGNMENT OF RENTS SECURING HOME FUNDS

(next page)

**APN # 138-28-401-019**

**RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:**

Nevada H.A.N.D. Inc.,
295 E. Warm Springs Rd. Suite
Las Vegas, NV 89106

# ALL-INCLUSIVE DEED OF TRUST AND ASSIGNMENT OF RENTS SECURING HOME FUNDS

THIS ALL-INCLUSIVE DEED OF TRUST AND ASSIGNMENT OF RENTS SECURING HOME FUNDS (herein "All-Inclusive Deed of Trust") is made this _____ day of _____, 2010, by Westcliff Heights Limited Partnership (herein "Trustor"), a Nevada limited partnership, whose address is 295 E. Warm Springs Road, Suite 101, Las Vegas, Nevada, 89119, to Stewart Title of Nevada Holdings, Inc. (herein "Trustee"), a Nevada corporation, whose address is 8363 West Sunset Road, Suite 100, Las Vegas, Nevada, 89113, for the benefit of Nevada H.A.N.D., Inc. (herein "Beneficiary"), a Nevada nonprofit corporation.

**WITNESSETH:**

Trustor irrevocably grants, transfers and assigns to Trustee in Trust, with Power of Sale, that real property in the City of Las Vegas, County of Clark, State of Nevada, described on Exhibit A attached hereto (the "Property") and incorporated herein as a part hereof, together with all appurtenances in which Trustor may have an interest (including water rights benefitting the Property as may represented by shares of a company or otherwise), and the rents, issues and profits thereof, reserving the right of Trustor to collect and use the same, except during some default hereunder which, in such event, Trustee shall have the right, power and authority to collect and apply such rents, issues and profits for the benefit of Beneficiary.

This All-Inclusive Deed of Trust is executed for the purpose of securing (a) payment of that certain Promissory Note for HOME Funds of even date herewith (hereinafter "the Secured Note") in the amount of Four Hundred Forty-Two Thousand Fifty-Two and 69/100ths Dollars ($442,052.69) (the "HOME Funds"), according to the terms thereof, made by Trustor, and payable to the order of Beneficiary, and (b), the performance of the obligations of Beneficiary to

the City of Las Vegas set forth in that certain Home Investment Partnerships ("HOME") and Low Income Housing Trust Fund Program Agreement to Fund Westcliff Heights Senior Apartment Project dated January 20, 2010 (the "Agreement"). The Secured Note, including the right to receive payment thereunder, and this All Inclusive Deed of Trust will be assigned by Beneficiary to the City of Las Vegas to secure the performance of Beneficiary's obligation of performance under the Agreement pursuant to an Assignment of Promissory Note for HOME Funds and All-Inclusive Deed of Trust and Assignment of Rents Securing HOME Funds of even date herewith.

**A. GENERAL PROVISIONS:**

1. Trustor shall abide by all of the terms of the Agreement. Trustor agrees to use the Property to provide decent, safe and sanitary rental units to eligible tenants as required under the Agreement. Trustor agrees to maintain and operate the Property as a drug-free environment. As required under the Agreement, Trustor agrees to designate and manage as affordable housing a certain number of units within the Property as floating Project Assisted Units (defined in the Agreement), which units must be occupied by tenants who qualify for affordable housing pursuant to the requirements of the Agreement for a period of thirty (30) years from the date the City receives a correctly submitted Completion Report for the Project (the "Period of Compliance"), unless such obligation is terminated earlier pursuant to the Agreement. Trustor agrees to abide by the HOME Program rules and regulations, specifically 24 CFR 92, NRS Chapter 319, NAC Chapter 319 and the Trust Fund Administrative Guidelines, as may be applicable.

2. Trustor agrees to repay the State HOME Funds if, during the Period of Compliance, a prohibited sale, transfer, conveyance or loss of ownership or possession of the Property occurs as described in the Agreement; provided, however, that the foregoing shall not apply to transfers of any partnership interests in Trustor. In the event of such transfer, however, the floating Project Assisted Units must remain and be occupied as affordable housing as required under the Agreement until the end of the Period of Compliance.

The City of Las Vegas requests that a copy of any Notice of Default and any Notice of Sale issued hereunder be mailed to it at the following address: City of Las Vegas, Neighborhood Services Department, 400 Stewart Avenue – 2nd Floor, Las Vegas, NV 89101.

**B. TO PROTECT THE SECURITY OF THIS ALL-INCLUSIVE DEED OF TRUST, TRUSTOR AGREES:**

1. To keep the Property in good condition and repair; not to remove or demolish and building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting the Property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary fire, vandalism and malicious mischief insurance satisfactory to and with loss payable to Beneficiary.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee and to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this All-Inclusive Deed of Trust.

4. To pay; (a) at least ten days before delinquency all taxes and assessments affecting the Property, including assessments on appurtenant water stock: (b) when due subject to the mutual agreements of the parties as below set forth, all encumbrances, charges and liens, with interest, on the Property or any part thereof, which appear to be prior or superior hereto: (c) all allowable expenses of this Trust.

If Trustor fails to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without any obligation to do so and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may do any of the following: (a) Make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon the Property for such purposes; (b) appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; (c) pay, purchase, contest or compromise any encumbrance, charge or lien, which in the judgment of Beneficiary or Trustee appears to be prior or superior hereto; and (d), in exercising any of the aforegoing powers; employ counsel and pay reasonable attorneys fees and expenses in connection therewith.

5. To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the rate provided in the Secured Note.

**C. IT IS MUTUALLY AGREED:**

1. That any award of damages in connection with any condemnation for public use of or injury to the Property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such money's received by it in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. In the event of any fire or other casualty to the Property or eminent domain proceedings resulting in condemnation of the Property, or any part thereof, Trustor shall have the right to rebuild the Property, and to use all available insurance or condemnation proceeds therefor, provided that (a) such proceeds are sufficient to keep in balance any loan made in connection with the Property, and rebuild the Property in a manner that provides adequate security to Beneficiary for repayment of amounts due hereunder if such proceeds are insufficient then Trustor shall have funded any deficiency, and (b) Beneficiary shall have the right to approve plans and specifications for any major rebuilding and the right to approve disbursements of insurance or condemnation proceeds for rebuilding under a construction escrow or similar arrangement. If the casualty or condemnation affects only part of the Property and total rebuilding is infeasible, then the proceeds may be used for

partial rebuilding and partial repayment of the amounts due hereunder in a manner that provides adequate security to Beneficiary for repayment of the remaining balance of the amounts due hereunder.

3. That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

4. That at anytime or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this All-Inclusive Deed of Trust and the Secured Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may reconvey any part of the Property, consent to the making of any map or plat thereof, join in granting any easement thereon, or join in any extension agreement or any agreement subordinating the lien or charge hereof.

5. That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this All-Inclusive Deed of Trust and the Secured Note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

6. Notwithstanding anything to the contrary contained herein, Trustor hereby irrevocably assigns, gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of the Property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness hereby secured, enter upon and take possession of the Property or any part thereof in its own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less allowable expenses of operation, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of the Property, the collection of such rents, issues and profits, and the application thereof as aforesaid, shall not cure or waive any default or notice of defaults hereunder or invalidate any act done pursuant to such notice.

7. That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement secured hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and notice of breach and of election to cause the Property to be sold, which notice Trustee shall cause to be filed of public record. Beneficiary also shall deposit with Trustee this All-Inclusive Deed of Trust, the Secured Note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of any notice of breach, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell the Property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction

to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement.

Trustee shall deliver to the purchaser at the public sale, a deed conveying title to the Property so sold, without any covenant or warranty, express or implied. The recitals in such deed of any matters of facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary as hereinafter defined, may purchase as such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including costs of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at the rate provided in the secured Note; all other sums then secured hereby; and the remainder, if any to the person or persons legally entitled thereto.

8. Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by Beneficiary and duly acknowledged and recorded in the Office of the recorder of the county or counties where the Property is situated, shall be conclusive proof or proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and document number where this All-Inclusive Deed of Trust is recorded and the name and address of the Trustee.

9. That this All-Inclusive Deed of Trust applies to, inures to the benefit of, all parties hereto, and binds their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "Beneficiary" shall mean the owner and holder, including pledges of the note secured hereby, whether or not named as Beneficiary herein. In this All-Inclusive Deed of Trust, whenever the context so requires, the neuter gender includes the feminine and/or masculine, and the singular number includes the plural.

10. That Trustee accepts this Trust when this All-Inclusive Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

11. Beneficiary acknowledges that Trustor intends to enter into a regulatory agreement (the "Regulatory Agreement"), which constitutes the extended low-income housing commitment described in Section 42(h)(6)(B) of the Internal Revenue Code, as amended (the "Code"). Beneficiary acknowledges and agrees that, in the event of a foreclosure of its interest under the Mortgage or delivery by the Partnership of a deed in lieu thereof (collectively, a "Foreclosure"), the following rule contained in Section 42(h)(6)(E)(ii) of the Code shall apply:

For a period of three (3) years from the date of foreclosure, with respect to any unit that had been regulated by the Regulatory Agreement, (i) none of the eligible tenants occupying those units at the time of foreclosure may be evicted or their tenancy terminated (other than for good cause, including but not limited to, the tenants' ineligibility pursuant to regulations of the HOME Program or Section 42 of the Code), (ii) nor may any rent be increased except as otherwise permitted under Section 42 of the Code.

**D. THE PARTIES FURTHER AGREE:**

1. Trustor covenants and agrees to perform and observe all obligations to be performed and observed by Trustor under this All-Inclusive Deed of Trust securing the Secured Note.

2. The following Covenants, Nos. 1, 3, 4 (rate of interest is the default rate stated in the Secured Note), 5, 6, 7 (attorneys' fees in the amount provided for in the Secured Note), 8 and 9 of NRS 107.030 are hereby adopted and made a part of this All-Inclusive Deed of Trust, provided, however, that the express covenants of this All-Inclusive Deed of Trust shall control to the extent that the same are inconsistent with Covenant Nos. 1, 3, 4, 5 and 9 and, provided further, that Covenant Nos. 6, 7 and 8 shall control over the express covenants of this All-Inclusive Deed of Trust to the extent the same are inconsistent with Covenant Nos. 6, 7 and 8.

3. If a monetary event of default occurs under any of the terms of the Secured Note, prior to exercising any remedies thereunder, Beneficiary shall give the Trustor, and such additional parties as identified in paragraph 5 below, or as may be subsequently identified to Beneficiary by written notice, simultaneous written notice of such default. Trustor shall have a period of seven (7) days after such notice is given within which to cure the default prior to exercise of remedies by Beneficiary under the Secured Note, or such longer period of time as may be specified in the Secured Note.

4. If a non-monetary event of default occurs under the terms of the Secured Note, prior to exercising any remedies thereunder, Beneficiary shall give Trustor and such additional parties as may be identified in paragraph 5 below or as may be subsequently identified to Beneficiary by written notice, simultaneous written notice of such default. If the default is reasonably capable of being cured within thirty (30) days, Trustor shall have such period to effect a cure prior to exercise of any remedies by Beneficiary under the Secured Note, or such longer period of time as may be specified in the Secured Note. If the default is such that it is not reasonably capable of being cured within thirty (30) days or such longer period if so specified, and if Trustor (a) initiates corrective action within the thirty (30) day period, and (b) diligently, continually and in good faith works to effect a cure as soon as possible, then Trustor shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by Beneficiary. In no event shall Beneficiary be precluded from exercising remedies if its security becomes or is about to become materially jeopardized by any failure to cure a default or the default is not cured within one hundred eighty (180) days after the first notice of default is given, or such longer period of time as may be specified in the Secured Note.

5. Beneficiary shall give the parties identified below written notice of any default under the Agreement, and the cure periods contained in Paragraphs 3 and 4 above shall commence on the effective date of any such notice, at the following address:

| | |
|---|---|
| Investor Limited Partner: | NEF Assignment Corporation<br>120 South Riverside Plaza, 15th Floor<br>Chicago, Illinois 60606<br>Attn General Counsel |
| With a copy to: | Greenberg Traurig, LLP<br>77 West Wacker Drive<br>Suite 3100<br>Chicago, Illinois 60601<br>Attn: Ed Lam |

6. Any cure periods available to the parties set forth above shall commence upon the date of any such notice is delivered to such party.

7. Notwithstanding anything to the contrary contained in this All-Inclusive Deed of Trust, the Secured Note, or any related document, the interests of the Limited Partner in Trustor and ownership interests in the Limited Partner shall be transferable without the consent of the Beneficiary or the Trustee.

8. Notwithstanding anything to the contrary contained in this All-Inclusive Deed of Trust, the Secured Note, or any related document, the withdrawal and/or removal of the General Partner for cause in accordance with the Partnership Agreement, shall not require the consent of Beneficiary and shall not constitute an event of default hereunder. If the Limited Partner exercises its right to remove the Trustor's General Partner pursuant to the Partnership Agreement, neither Trustee nor Beneficiary will unreasonably withhold its consent to the substitute General Partner; provided however, no consent shall be required if the substitute general partner is an affiliate of the Limited Partner. Notwithstanding the foregoing, the substitute General Partner shall assume all of the rights and obligations of the removed General Partner under this All-Inclusive Deed of Trust.

9. Notwithstanding anything to the contrary contained herein, this is a recourse All Inclusive Deed of Trust and Assignment of Rents.

**10. A SECONDARY FINANCING RIDER IS ATTACHED HERETO AS EXHIBIT B AND IS INCORPORATED HEREIN BY THIS REFERENCE.**

IN WITNESS WHEREOF the parties hereto have executed this All-Inclusive Deed of Trust on the date and year first set forth above

TRUSTOR: WESTCLIFF HEIGHTS LIMITED PARTNERSHIP,
A NEVADA LIMITED PARTNERSHIP

By: Westcliff Heights, LLC, a Nevada limited liability company, its general partner

By: Westcliff Heights GP, Inc.., a Nevada nonprofit corporation, its sole member

By: _____
_____, President

BENEFICIARY NEVADA H.A.N.D., INC., a Nevada nonprofit corporation

By: _____
Michael Mullin, President

STATE OF NEVADA )
) ss
COUNTY OF CLARK )

GLORIA SANCHEZ
Notary Public State of Nevada
No. 98-2756-1
My appt. exp. Mar. 30, 2012

On this 18 day of MAY, 2009 MICHAEL MULLIN personally appeared before me a Notary Public in and for said County and State, and is known to me to be the person described in and who executed the within and foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County of Clark, the day and year first above written.

Notary Public Gloria Sanchez My commission expires MARCH 30, 2012

TRUSTEE: STEWART TITLE OF NEVADA HOLDINGS, INC.

By: _____

Its: _____

STATE OF NEVADA )
) ss
COUNTY OF CLARK )

On this _____ day of _____, 2009, _____ personally appeared before me a Notary Public in and for said County and State, and is known to me to be the person described in and who executed the within and foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County of Clark, the day and year first above written.

Notary Public_____ My commission expires _____

**EXHIBIT A**
**LEGAL DESCRIPTION**

**EXHIBIT B**

## SECONDARY FINANCING RIDER

**to**

## ALL INCLUSIVE DEED OF TRUST AND ASSIGNMENT OF RENTS SECURING HOME FUNDS

**Westcliff Heights Limited Partnership**
**to**
**Nevada H.A.N.D., Inc.**
**Principal Amount: $442,052.69**

THIS SECONDARY FINANCING RIDER is attached to and made a part of the foregoing note (herein, the "Junior Note") and the deed of trust (herein, the "Junior Mortgage") between Westcliff Heights Limited Partnership., a Nevada limited partnership, referred to herein as the "Mortgagor," and Nevada H.A.N.D., Inc., a Nevada non-profit corporation, referred to herein as the "Junior Lender" (Collectively, the "Junior Loan Documents"). The terms and conditions of the Rider supersede the terms of the Junior Loan Documents, and, should there be any conflict or inconsistency between this Rider and the Junior Loan Documents, the terms and conditions of this Rider shall prevail. By acceptance of delivery and recordation of the Junior Loan Documents, the Junior Lender agrees to the following provisions. By execution of the Junior Loan Documents, the Mortgagor agrees to the following provisions:

1. The Junior Loan Documents are specifically subordinate to that certain note and deed of trust between the Mortgagor and Nevada H.A.N.D., Inc. dated _____ ____, 2010 and recorded _____, 2010 in the real property records of the County of Clark, State of Nevada (the "Senior Mortgage").

2. The Junior Note may not mature, and may not bear a maturity date, prior to the date on which the Senior Mortgage matures.

3. The Junior Mortgage may be assumed when a sale or transfer of the physical assets occurs under the following conditions:

    a. Not more than 70 percent of the net proceeds of the sale or transfer is applied to the reduction of the Junior Loan.

    b. For these instructions, net proceeds are the funds available to the original mortgagor after:

        i. Correcting any monetary or covenant default on the first mortgage, and

ii. Making required contributions to any reserve funds and needed improvements to the property as evidenced by HUD's annual inspection reports.

4. If HUD approves a sale of the project pursuant to HUD guidelines for transfers of physical assets, then Junior Lender will agree to such transfer of the ownership of the project.

5. The Junior Note and Junior Mortgage automatically terminate if HUD acquires title to the project by a deed in lieu of foreclosure.

6. The Junior Mortgage is subject to and subordinate to the Senior Mortgage, and the HUD Regulatory Agreement between HUD and the Mortgagor.

7. Payment Only From Surplus Cash. Check the appropriate alternative below:

a. __X__ [For junior loans secured by a lien against the project] As long as the Secretary of Housing and Urban Development, or his/her successors or assigns, is the insurer or holder of the Senior Mortgage, any payments due from project income under the Junior Loan Documents, or any prepayments made, shall be payable only from surplus cash of the project, as that term is defined in the Regulatory Agreement dated _____ ____, 2010, between the Secretary and the Mortgagor, and subject to the availability of such surplus cash in accordance with the provision of said Regulatory Agreement. The restriction on payment imposed by this paragraph shall not excuse any default caused by the failure of the maker to pay the indebtedness evidenced by the Junior Note.

b. _____ [For junior loans NOT secured by a lien against the project] As long as the Secretary of Housing and Urban Development, or his/her successors or assigns, is the insurer or holder of the Senior Mortgage, any payment due from project income under the Junior Loan Documents, or any prepayments made, shall be payable only from surplus cash of the project, as that term is defined in the Regulatory Agreement dated _____, 2007, between the Secretary and Mortgagor, and subject to the availability of such surplus cash in accordance with the provisions of said Regulatory Agreement. The restrictions on payment imposed by this paragraph shall not excuse any default caused by the failure of the maker to pay the indebtedness evidenced by the Junior Note. Junior Lender has no claim and will not later assert any claim for payment against the mortgaged property, the mortgage proceeds, any reserve or deposit made with the Senior Mortgagee or another required by the Secretary in connection with the mortgage transaction, or against the rents or other income from the mortgaged property. The Mortgagor cannot issue a surplus cash note to the principals as evidence of an obligation for payment of the Junior Loan.

8. Mortgagor has obtained the prior written consent of Nevada H.A.N.D., Inc. to the

existence of the Junior Loan.

9. The Junior Note may be sold, transferred, assigned, or pledged by the Junior Lender, so long as it remains subordinate to the Senior Loan.

10. The Junior Lender certifies that the Junior Loan Documents represent a *bona fide* transaction and that it fully understands all of HUD's requirements for such secondary financing, and that no prepayment of principal or interest shall be accepted without evidence that the Federal Housing Commissioner has authorized such prepayment. If an unauthorized prepayment is accepted, the funds shall be held by the Junior Lender in trust for the project.

**ATTACHMENT "4" TO EXHIBIT "A"**

**ALL-INCLUSIVE DEED OF TRUST AND ASSIGNMENT OF RENTS SECURING LIHTF FUNDS**

(next page)

**APN # 138-28-401-019**

**RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:**

Nevada H.A.N.D. Inc.,
295 E. Warm Springs Rd. Suite
Las Vegas, NV 89106

# ALL-INCLUSIVE DEED OF TRUST AND ASSIGNMENT OF RENTS SECURING LIHTF FUNDS

THIS ALL-INCLUSIVE DEED OF TRUST AND ASSIGNMENT OF RENTS SECURING LIHTF FUNDS (herein "All-Inclusive Deed of Trust") is made this _____ day of _____, 2010, by Westcliff Heights Limited Partnership (herein "Trustor"), a Nevada limited partnership, whose address is 295 E. Warm Springs Road, Suite 101, Las Vegas, Nevada, 89119, to Stewart Title of Nevada Holdings, Inc. (herein "Trustee"), a Nevada corporation, whose address is 8363 West Sunset Road, Suite 100, Las Vegas, Nevada, 89113, for the benefit of Nevada H.A.N.D., Inc. (herein "Beneficiary"), a Nevada nonprofit corporation.

**WITNESSETH:**

Trustor irrevocably grants, transfers and assigns to Trustee in Trust, with Power of Sale, that real property in the City of Las Vegas, County of Clark, State of Nevada, described on Exhibit A attached hereto (the "Property") and incorporated herein as a part hereof, together with all appurtenances in which Trustor may have an interest (including water rights benefitting the Property as may represented by shares of a company or otherwise), and the rents, issues and profits thereof, reserving the right of Trustor to collect and use the same, except during some default hereunder which, in such event, Trustee shall have the right, power and authority to collect and apply such rents, issues and profits for the benefit of Beneficiary.

This All-Inclusive Deed of Trust is executed for the purpose of securing (a) payment of that certain Promissory Note for LIHTF Funds of even date herewith (hereinafter "the Secured Note") in the amount of Fifty-nine Thousand Nine Hundred Forty-seven and 31/100ths Dollars ($57,947.31) (the "LIHTF Funds"), according to the terms thereof, made by Trustor, and payable to the order of Beneficiary, and (b), the performance of the obligations of Beneficiary to the City

of Las Vegas set forth in that certain Home Investment Partnerships ("HOME") and Low Income Housing Trust Fund Program Agreement to Fund Westcliff Heights Senior Apartment Project dated January 20, 2010 (the "Agreement"). The Secured Note, including the right to receive payment thereunder and this All-Inclusive Deed of Trust, will be assigned by Beneficiary to the City of Las Vegas to secure the performance of, Beneficiary's obligations under the Agreement pursuant to that certain Assignment of Promissory Note and Deed of Trust for LIHTF Funds of even date herewith.

**A. GENERAL PROVISIONS:**

1. Trustor shall abide by all of the terms of the Agreement. Trustor agrees to use the Property to provide decent, safe and sanitary rental units to eligible tenants as required under the Agreement. Trustor agrees to maintain and operate the Property as a drug-free environment. As required under the Agreement, Trustor agrees to designate and manage as affordable housing a certain number of units within the Property as floating Project Assisted Units (defined in the Agreement), which units must be occupied by tenants who qualify for affordable housing pursuant to the requirements of the Agreement for a period of thirty (30) years from the date the City receives a correctly submitted Completion Report for the Project (the "Period of Compliance"), unless such obligation is terminated earlier pursuant to the Agreement. Trustor agrees to abide by the LIHTF Program rules and regulations, specifically 24 CFR 92, NRS Chapter 319, NAC Chapter 319 and the Trust Fund Administrative Guidelines, as may be applicable.

2. Trustor agrees to repay the State LIHTF Funds if, during the Period of Compliance, a prohibited sale, transfer, conveyance or loss of ownership or possession of the Property occurs as described in the Agreement; provided, however, that the foregoing shall not apply to transfers of any partnership interests in Trustor. In the event of such transfer, however, the floating Project Assisted Units must remain and be occupied as affordable housing as required under the Agreement until the end of the Period of Compliance.

The City of Las Vegas requests that a copy of any Notice of Default and any Notice of Sale issued hereunder be mailed to it at the following address: City of Las Vegas, Neighborhood Services Department, 400 Stewart Avenue – 2nd Floor, Las Vegas, NV 89101.

**B. TO PROTECT THE SECURITY OF THIS ALL-INCLUSIVE DEED OF TRUST, TRUSTOR AGREES:**

1. To keep the Property in good condition and repair; not to remove or demolish and building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting the Property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary fire, vandalism and malicious mischief insurance satisfactory to and with loss payable to Beneficiary.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee and to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this All-Inclusive Deed of Trust.

4. To pay; (a) at least ten days before delinquency all taxes and assessments affecting the Property, including assessments on appurtenant water stock: (b) when due subject to the mutual agreements of the parties as below set forth, all encumbrances, charges and liens, with interest, on the Property or any part thereof, which appear to be prior or superior hereto: (c) all allowable expenses of this Trust.

If Trustor fails to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without any obligation to do so and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may do any of the following: (a) Make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon the Property for such purposes; (b) appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; (c) pay, purchase, contest or compromise any encumbrance, charge or lien, which in the judgment of Beneficiary or Trustee appears to be prior or superior hereto; and (d), in exercising any of the foregoing powers; employ counsel and pay reasonable attorneys fees and expenses in connection therewith.

5. To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the rate provided in the Secured Note.

**C. IT IS MUTUALLY AGREED:**

4. That any award of damages in connection with any condemnation for public use of or injury to the Property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such money's received by it in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

5. In the event of any fire or other casualty to the Property or eminent domain proceedings resulting in condemnation of the Property, or any part thereof, Trustor shall have the right to rebuild the Property, and to use all available insurance or condemnation proceeds therefor, provided that (a) such proceeds are sufficient to keep in balance any loan made in connection with the Property, and rebuild the Property in a manner that provides adequate security to Beneficiary for repayment of amounts due hereunder if such proceeds are insufficient then Trustor shall have funded any deficiency, and (b) Beneficiary shall have the right to approve plans and specifications for any major rebuilding and the right to approve disbursements of insurance or condemnation proceeds for rebuilding under a construction escrow or similar arrangement. If the casualty or condemnation affects only part of the Property and total rebuilding is infeasible, then the proceeds may be used for

partial rebuilding and partial repayment of the amounts due hereunder in a manner that provides adequate security to Beneficiary for repayment of the remaining balance of the amounts due hereunder.

6. That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

4. That at anytime or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this All-Inclusive Deed of Trust and the Secured Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may reconvey any part of the Property, consent to the making of any map or plat thereof, join in granting any easement thereon, or join in any extension agreement or any agreement subordinating the lien or charge hereof.

5. That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this All-Inclusive Deed of Trust and the Secured Note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

12. Notwithstanding anything to the contrary contained herein, Trustor hereby irrevocably assigns, gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of the Property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness hereby secured, enter upon and take possession of the Property or any part thereof in its own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less allowable expenses of operation, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of the Property, the collection of such rents, issues and profits, and the application thereof as aforesaid, shall not cure or waive any default or notice of defaults hereunder or invalidate any act done pursuant to such notice.

13. That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement secured hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and notice of breach and of election to cause the Property to be sold, which notice Trustee shall cause to be filed of public record. Beneficiary also shall deposit with Trustee this All-Inclusive Deed of Trust, the Secured Note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of any notice of breach, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell the Property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction

to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement.

Trustee shall deliver to the purchaser at the public sale, a deed conveying title to the Property so sold, without any covenant or warranty, express or implied. The recitals in such deed of any matters of facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary as hereinafter defined, may purchase as such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including costs of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at the rate provided in the secured Note; all other sums then secured hereby; and the remainder, if any to the person or persons legally entitled thereto.

14. Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by Beneficiary and duly acknowledged and recorded in the Office of the recorder of the county or counties where the Property is situated, shall be conclusive proof or proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and document number where this All-Inclusive Deed of Trust is recorded and the name and address of the Trustee.

15. That this All-Inclusive Deed of Trust applies to, inures to the benefit of, all parties hereto, and binds their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "Beneficiary" shall mean the owner and holder, including pledges of the note secured hereby, whether or not named as Beneficiary herein. In this All-Inclusive Deed of Trust, whenever the context so requires, the neuter gender includes the feminine and/or masculine, and the singular number includes the plural.

16. That Trustee accepts this Trust when this All-Inclusive Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

17. Beneficiary acknowledges that Trustor intends to enter into a regulatory agreement (the "Regulatory Agreement"), which constitutes the extended low-income housing commitment described in Section 42(h)(6)(B) of the Internal Revenue Code, as amended (the "Code"). Beneficiary acknowledges and agrees that, in the event of a foreclosure of its interest under the Mortgage or delivery by the Partnership of a deed in lieu thereof (collectively, a "Foreclosure"), the following rule contained in Section 42(h)(6)(E)(ii) of the Code shall apply:

For a period of three (3) years from the date of foreclosure, with respect to any unit that had been regulated by the Regulatory Agreement, (i) none of the eligible tenants occupying those units at the time of foreclosure may be evicted or their tenancy terminated (other than for good cause, including but not limited to, the tenants' ineligibility pursuant to regulations of the LIHTF Program or Section 42 of the Code), (ii) nor may any rent be increased except as otherwise permitted under Section 42 of the Code.

**D. THE PARTIES FURTHER AGREE:**

3. Trustor covenants and agrees to perform and observe all obligations to be performed and observed by Trustor under this All-Inclusive Deed of Trust securing the Secured Note.

4. The following Covenants, Nos. 1, 3, 4 (rate of interest is the default rate stated in the Secured Note), 5, 6, 7 (attorneys' fees in the amount provided for in the Secured Note), 8 and 9 of NRS 107.030 are hereby adopted and made a part of this All-Inclusive Deed of Trust, provided, however, that the express covenants of this All-Inclusive Deed of Trust shall control to the extent that the same are inconsistent with Covenant Nos. 1, 3, 4, 5 and 9 and, provided further, that Covenant Nos. 6, 7 and 8 shall control over the express covenants of this All-Inclusive Deed of Trust to the extent the same are inconsistent with Covenant Nos. 6, 7 and 8.

3. If a monetary event of default occurs under any of the terms of the Secured Note, prior to exercising any remedies thereunder, Beneficiary shall give the Trustor, and such additional parties as identified in paragraph 5 below, or as may be subsequently identified to Beneficiary by written notice, simultaneous written notice of such default. Trustor shall have a period of seven (7) days after such notice is given within which to cure the default prior to exercise of remedies by Beneficiary under the Secured Note, or such longer period of time as may be specified in the Secured Note.

4. If a non-monetary event of default occurs under the terms of the Secured Note, prior to exercising any remedies thereunder, Beneficiary shall give Trustor and such additional parties as may be identified in paragraph 5 below or as may be subsequently identified to Beneficiary by written notice, simultaneous written notice of such default. If the default is reasonably capable of being cured within thirty (30) days, Trustor shall have such period to effect a cure prior to exercise of any remedies by Beneficiary under the Secured Note, or such longer period of time as may be specified in the Secured Note. If the default is such that it is not reasonably capable of being cured within thirty (30) days or such longer period if so specified, and if Trustor (a) initiates corrective action within the thity (30) day period, and (b) diligently, continually and in good faith works to effect a cure as soon as possible, then Trustor shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by Beneficiary. In no event shall Beneficiary be precluded from exercising remedies if its security becomes or is about to become materially jeopardized by any failure to cure a default or the default is not cured within one hundred eighty (180) days after the first notice of default is given, or such longer period of time as may be specified in the Secured Note.

5. Beneficiary shall give the parties identified below written notice of any default under the Agreement, and the cure periods contained in Paragraphs 3 and 4 above shall commence on the effective date of any such notice, at the following address:

| | |
|---|---|
| Investor Limited Partner: | NEF Assignment Corporation<br>120 South Riverside Plaza, 15th Floor<br>Chicago, Illinois 60606<br>Attn General Counsel |
| With a copy to: | Greenberg Traurig, LLP<br>77 West Wacker Drive<br>Suite 3100<br>Chicago, Illinois 60601<br>Attn: Ed Lam |

6. Any cure periods available to the parties set forth above shall commence upon the date of any such notice is delivered to such party.

7. Notwithstanding anything to the contrary contained in this All-Inclusive Deed of Trust, the Secured Note, or any related document, the interests of the Limited Partner in Trustor and ownership interests in the Limited Partner shall be transferable without the consent of the Beneficiary or the Trustee.

8. Notwithstanding anything to the contrary contained in this All-Inclusive Deed of Trust, the Secured Note, or any related document, the withdrawal and/or removal of the General Partner for cause in accordance with the Partnership Agreement, shall not require the consent of Beneficiary and shall not constitute an event of default hereunder. If the Limited Partner exercises its right to remove the Trustor's General Partner pursuant to the Partnership Agreement, neither Trustee nor Beneficiary will unreasonably withhold its consent to the substitute general partner; provided however, no consent shall be required if the substitute general partner is an affiliate of the Limited Partner. Notwithstanding the foregoing, the substitute General Partner shall assume all of the rights and obligations of the removed General Partner under this All-Inclusive Deed of Trust.

9. Beneficiary, for itself and its successors and assigns, covenants and agrees that all of its rights and powers under this All-Inclusive Deed of Trust are subordinate and subject to that certain All-Inclusive Deed of Trust and Assignment of Rents Securing HOME Funds to be recorded in the office of the County Recorder for Clark County, which secures a loan in the amount of $442,052,69 from Beneficiary to Trustor.

10. Notwithstanding anything to the contrary contained herein, this is a recourse All Inclusive Deed of Trust and Assignment of Rents.

**11. A SECONDARY FINANCING RIDER IS ATTACHED HERETO AS EXHIBIT B AND IS INCORPORATED HEREIN BY THIS REFERENCE.**

IN WITNESS WHEREOF the parties hereto have executed this All-Inclusive Deed of Trust on the date and year first set forth above

TRUSTOR: WESTCLIFF HEIGHTS LIMITED PARTNERSHIP,
A NEVADA LIMITED PARTNERSHIP

By: Westcliff Heights, LLC, a Nevada limited liability company, its general partner

By: Westcliff Heights GP, Inc.., a Nevada nonprofit corporation, its sole member

By: _____
_____, President

BENEFICIARY NEVADA H.A.N.D., INC., a Nevada non-profit corporation

By: _____
Michael Mullin, President

STATE OF NEVADA )
) ss
COUNTY OF CLARK )

GLORIA SANCHEZ
Notary Public State of Nevada
No. 98-2756-1
My appt. exp. Mar. 30, 2012

On this 18 day of MAY, 2010, MICHAEL MULLIN personally appeared before me a Notary Public in and for said County and State, and is known to me to be the person described in and who executed the within and foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County of Clark, the day and year first above written.

Notary Public Gloria Sanchez My commission expires MARCH 30, 2012

TRUSTEE: STEWART TITLE OF NEVADA HOLDINGS, INC.

By: _____

Its: _____

STATE OF NEVADA )
) ss
COUNTY OF CLARK )

On this _____ day of _____, 2010, _____ personally appeared before me a Notary Public in and for said County and State, and is known to me to be the person described in and who executed the within and foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County of Clark, the day and year first above written.

Notary Public_____ My commission expires _____

**EXHIBIT A**
**LEGAL DESCRIPTION**

**EXHIBIT B**

**SECONDARY FINANCING RIDER**

**to**

**ALL INCLUSIVE DEED OF TRUST AND ASSIGNMENT OF RENTS SECURING LIHTF FUNDS**

**Westcliff Heights Limited Partnership**
**to**
**Nevada H.A.N.D., Inc.**
**Principal Amount: $57,947.31**

THIS SECONDARY FINANCING RIDER is attached to and made a part of the foregoing note (herein, the "Junior Note") and the deed of trust (herein, the "Junior Mortgage") between Westcliff Heights Limited Partnership., a Nevada limited partnership, referred to herein as the "Mortgagor," and Nevada H.A.N.D., Inc., a Nevada non-profit corporation, referred to herein as the "Junior Lender" (Collectively, the "Junior Loan Documents"). The terms and conditions of the Rider supersede the terms of the Junior Loan Documents, and, should there be any conflict or inconsistency between this Rider and the Junior Loan Documents, the terms and conditions of this Rider shall prevail. By acceptance of delivery and recordation of the Junior Loan Documents, the Junior Lender agrees to the following provisions. By execution of the Junior Loan Documents, the Mortgagor agrees to the following provisions:

1. The Junior Loan Documents are specifically subordinate to that certain note and deed of trust between the Mortgagor and Nevada H.A.N.D., Inc. dated _____ ____, 2010 and recorded _____, 2010 in the real property records of the County of Clark, State of Nevada (the "Senior Mortgage").

2. The Junior Note may not mature, and may not bear a maturity date, prior to the date on which the Senior Mortgage matures.

3. The Junior Mortgage may be assumed when a sale or transfer of the physical assets occurs under the following conditions:

    a. Not more than 70 percent of the net proceeds of the sale or transfer is applied to the reduction of the Junior Loan.

    b. For these instructions, net proceeds are the funds available to the original mortgagor after:

i. Correcting any monetary or covenant default on the first mortgage, and

ii. Making required contributions to any reserve funds and needed improvements to the property as evidenced by HUD's annual inspection reports.

4. If HUD approves a sale of the project pursuant to HUD guidelines for transfers of physical assets, then Junior Lender will agree to such transfer of the ownership of the project.

5. The Junior Note and Junior Mortgage automatically terminate if HUD acquires title to the project by a deed in lieu of foreclosure.

6. The Junior Mortgage is subject to and subordinate to the Senior Mortgage, and the HUD Regulatory Agreement between HUD and the Mortgagor.

7. Payment Only From Surplus Cash. Check the appropriate alternative below:

a. __X__ [For junior loans secured by a lien against the project] As long as the Secretary of Housing and Urban Development, or his/her successors or assigns, is the insurer or holder of the Senior Mortgage, any payments due from project income under the Junior Loan Documents, or any prepayments made, shall be payable only from surplus cash of the project, as that term is defined in the Regulatory Agreement dated _____ ____, 2010, between the Secretary and the Mortgagor, and subject to the availability of such surplus cash in accordance with the provision of said Regulatory Agreement. The restriction on payment imposed by this paragraph shall not excuse any default caused by the failure of the maker to pay the indebtedness evidenced by the Junior Note.

b. _____ [For junior loans NOT secured by a lien against the project] As long as the Secretary of Housing and Urban Development, or his/her successors or assigns, is the insurer or holder of the Senior Mortgage, any payment due from project income under the Junior Loan Documents, or any prepayments made, shall be payable only from surplus cash of the project, as that term is defined in the Regulatory Agreement dated _____, 2007, between the Secretary and Mortgagor, and subject to the availability of such surplus cash in accordance with the provisions of said Regulatory Agreement. The restrictions on payment imposed by this paragraph shall not excuse any default caused by the failure of the maker to pay the indebtedness evidenced by the Junior Note. Junior Lender has no claim and will not later assert any claim for payment against the mortgaged property, the mortgage proceeds, any reserve or deposit made with the Senior Mortgagee or another required by the Secretary in connection with the mortgage transaction, or against the rents or other income from the mortgaged property. The Mortgagor cannot issue a surplus cash note to the principals as evidence of an obligation for payment of the Junior Loan.

8. Mortgagor has obtained the prior written consent of Nevada H.A.N.D., Inc. to the existence of the Junior Loan.

9. The Junior Note may be sold, transferred, assigned, or pledged by the Junior Lender, so long as it remains subordinate to the Senior Loan.

10. The Junior Lender certifies that the Junior Loan Documents represent a *bona fide* transaction and that it fully understands all of HUD's requirements for such secondary financing, and that no prepayment of principal or interest shall be accepted without evidence that the Federal Housing Commissioner has authorized such prepayment. If an unauthorized prepayment is accepted, the funds shall be held by the Junior Lender in trust for the project.

## ATTACHMENT "5" TO EXHIBIT "A"

## ASSIGNMENT OF PROMISSORY NOTE AND ALL-INCLUSIVE DEED OF TRUST FOR HOME FUNDS

(next page)

**APN #138-28-401-019**

WHEN RECORDED, RETURN TO:
City of Las Vegas
Earlie King
Neighborhood Services Department
400 Stewart Avenue
Las Vegas, NV 89101

## ASSIGNMENT OF PROMISSORY NOTE AND ALL-INCLUSIVE DEED OF TRUST FOR HOME FUNDS

FOR VALUE RECEIVED, the undersigned, Nevada H.A.N.D. Inc., a Nevada nonprofit corporation, hereby grants, assigns and transfers to the City of Las Vegas, (i) all of the undersigned's right, title and interest in and to that certain Promissory Note for HOME Funds in the amount of $442,052.69, which includes the money due or to become due thereunder, executed by Westcliff Heights Limited Partnership, a Nevada limited partnership, in favor of the undersigned, and (ii) all of the undersigned's right, title and interest in and to that certain All Inclusive Deed of Trust and Assignment of Rents Securing HOME Funds dated as of _____, and recorded in the Official Records of the County Recorder's Office for the County of Clark on _____ as Instrument No. _____ (the "**Deed of Trust**"), which includes all rights accrued or to accrue under that Deed of Trust. The Deed of Trust encumbers that certain real property described on the attached Exhibit "1".

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Promissory Note and All-Inclusive Deed of Trust for HOME Funds as of _____.

| | |
|---|---|
| | NEVADA H.A.N.D., INC.<br>By: _____<br>Mike Mullin,<br>President<br>Date: 5/18/10 |

STATE OF NEVADA )
) ss
COUNTY OF CLARK )

On this 18 day of MAY, 2010, MICHAEL MALLIN personally appeared before me a Notary Public in and for said County and State, and is known to me to be the person described in and who executed the within and foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County of Clark, the day and year first above written.

Notary Public Gloria Sanchez My commission expires MARCH 30, 2012

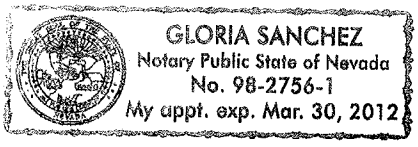


Exhibit "1"

## LEGAL DESCRIPTION

A.P.N. 138-28-401-019

## ATTACHMENT "6" TO EXHIBIT "A"

## ASSIGNMENT OF PROMISSORY NOTE AND ALL-INCLUSIVE DEED OF TRUST FOR LIHTF FUNDS

(next page)

**APN #138-28-401-019**

WHEN RECORDED, RETURN TO:
City of Las Vegas
Earlie King
Neighborhood Services Department
400 Stewart Avenue
Las Vegas, NV 89101

## ASSIGNMENT OF PROMISSORY NOTE AND ALL-INCLUSIVE DEED OF TRUST FOR LIHTF FUNDS

FOR VALUE RECEIVED, the undersigned, Nevada H.A.N.D. Inc., a Nevada nonprofit corporation, hereby grants, assigns and transfers to the City of Las Vegas, (i) all of the undersigned's right, title and interest in that certain Promissory Note for LIHTF Funds in the amount of $57,947.31, which includes the money due or to become due thereunder, executed by Westcliff Heights Limited Partnership, a Nevada limited partnership, in favor of the undersigned, together with the undersigned's right, title and interest in and to that certain All Inclusive Deed of Trust and Assignment of Rents Securing LIHTF Funds dated as of _____, and recorded in the Official Records of the County Recorder's Office for the County of Clark on _____ as Instrument No. _____ (the "**Deed of Trust**"), which includes all rights accrued or to accrue under that Deed of Trust. The Deed of Trust encumbers that certain real property described on the attached Exhibit "1".

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Promissory Note and All-Inclusive Deed of Trust for LIHTF Funds as of _____.

| | |
|---|---|
| | NEVADA H.A.N.D., INC.<br>By: _____<br>Mike Mullin,<br>President<br>Date: 5/18/10 |

STATE OF NEVADA )
) ss
COUNTY OF CLARK )

On this 18 day of MAY, 2010, MICHAEL MULLEN personally appeared before me a Notary Public in and for said County and State, and is known to me to be the person described in and who executed the within and foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County of Clark, the day and year first above written.

Notary Public Gloria Sanchez My commission expires MARCH 30, 2012

GLORIA SANCHEZ
Notary Public State of Nevada
No. 98-2756-1
My appt. exp. Mar. 30, 2012

Exhibit "1"

## LEGAL DESCRIPTION

A.P.N. 138-28-401-019

**EXHIBIT "B"**
**SCHEDULE OF PERFORMANCE**

Westcliff Heights Senior Apartments
Development and Completion Schedule

| Estimated Date | Milestone |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |

## EXHIBIT "C"
## PROJECT BUDGET
# Westcliff Heights Senior Apartments

| | Total Projected Cost | CLV HOME | Cl. Co. HOME | Other |
|---|---|---|---|---|
| **USES** | | | | |
| Land | | | | |
| Building Acquisition | | | | |
| Demolition | | | | |
| On site work | | | | |
| Off Site Work | | | | |
| New Buildings | | | | |
| Furn, Fixt. & Equipment | | | | |
| Contractor Fee | | | | |
| Contractor Contingency | | | | |
| Developer Contingency | | | | |
| Architect Design | | | | |
| Engineering | | | | |
| Bldg. Permits/Fees | | | | |
| Constr. Pd Interest | | | | |
| HAND Bridge Loan Int. | | | | |
| HAND Bridge Loan Fee | | | | |
| Constr. Loan Origination | | | | |
| Constr. Loan Expense | | | | |
| Construction Paid Taxes | | | | |
| Constr. Pd Insurance | | | | |
| Perm Loan Origination | | | | |
| Appraisal Costs | | | | |
| Market Study | | | | |
| Environmental Study | | | | |
| Geotechnical Report | | | | |
| Alta Survey | | | | |
| Tax Credit Fee | | | | |
| Marketing/Lease up | | | | |
| Title / Recording | | | | |
| Accounting Fees | | | | |
| Attorney Fees | | | | |
| Soft Cost Contingency | | | | |
| Organizational Expense | | | | |
| NEF Costs & Tax Opinion | | | | |
| Development Fee | | | | |
| Operating Reserve | | | | |
| TOTAL PROJECT COSTS | | | | |
| **SOURCES** | | | | |
| Las Vegas HOME | | | | |
| Clark County HOME | | | | |
| Developer Note | | | | |
| LP Equity | | | | |
| Total Sources | | | | |

**EXHIBIT "D-1"**
**SITE MAP**

**EXHIBIT "D-2"**
**PROJECT RENDERING**

**EXHIBIT "E"**
**LEGAL DESCRIPTION**

A.P.N.138-28-401-019

**EXHIBIT "F"**
**HOME/LIHTF PROGRAM INCOME GUIDELINES**
**U.S. Department of Housing and Urban Development (HUD)**
**HOME/ADDI Program Limits (Effective April, 2009)**
**Median Family Income ($65,400)**

| FAMILY SIZE | INCOME NOT TO EXCEED | |
|---|---|---|
| 1 | 30% | 13,700 |
| | 50% | 22,900 (Very Low-Income) |
| | 60% | 27,480 |
| | 80% | 36,600 (Low-Income) |
| 2 | 30% | 15,700 |
| | 50% | 261500 (Very Low-Income) |
| | 60% | 331380 |
| | 80% | 41,850 (Low-Income) |
| 3 | 30% | 17,650 |
| | 50% | 29,450 (Very Low-Income) |
| | 60% | 335,340 |
| | 80% | 47,050 (Low-Income) |
| 4 | 30% | 19,600 |
| | 50% | 32,700 (Very Low-Income) |
| | 60% | 39,240 |
| | 80% | 52,300 (Low-Income) |
| 5 | 30% | 21,150 |
| | 50% | 35,300 (Very Low-Income) |
| | 60% | 42,360 |
| | 80% | 56,500 (Low-Income) |
| 6 | 30% | 22,750 |
| | 50% | 37,950 (Very Low-Income) |
| | 60% | 45,540 |
| | 80% | 60,650 (Low-Income) |
| 7 | 30% | 24,300 |
| | 50% | 40,550 (Very Low-Income) |
| | 60% | 48,660 |
| | 80% | 64,850 (Low-Income) |
| 8 | 30% | 25,850 |
| | 50% | 43,150 (Very Low-Income) |
| | 60% | 51,780 |
| | 80% | 69,050 (Low-Income) |

# EXHIBIT "G"
# HOME PROGRAM RENTS

## U.S. Department of Housing and Urban Development (HUD)
## Program Limits (March, 2009)

| PROGRAM | EFFICIENCY | 1-BEDROOM | 2-BEDROOM | 3-BEDROOM | 4-BEDROOM | 5-BEDROOM | 6-BEDROOM |
|---|---|---|---|---|---|---|---|
| Low Home Rent Limit | $572 | 613 | 736 | 850 | 948 | 1,046 | 1,144 |
| High Home Rent Limit | 724 | 777 | 934 | 1,071 | 1,175 | 1,278 | 1382 |
| **For Information Only:** | | | | | | | |
| Fair Market Rent | 731 | 861 | 1,013 | 1,408 | 1,695 | 1,949 | 2,204 |
| 50% Rent Limit | 572 | 613 | 736 | 850 | 948 | 1,046 | 1,144 |
| 65% Rent Limit | 724 | 777 | 934 | 1,071 | 1,175 | 1,278 | 1,382 |

**EXHIBIT "H-1"**
**ALLONGE FOR HOME FUNDS**

To be attached to that certain Promissory Note, dated _____ in the original amount of $192,052.69 executed by Westcliff Heights Limited Partnership in favor of Nevada H.A.N.D. Inc. a Nevada nonprofit corporation.

Pay to the order of City of Las Vegas

Dated: _____

Nevada H.A.N.D., Inc.

By: _____
Michael Mullin, President

**EXHIBIT "H-2"**
**ALLONGE FOR LIHTF FUNDS**

To be attached to that certain Promissory Note, dated _____ in the original amount of $57,947.31 executed by Westcliff Heights Limited Partnership, in favor of Nevada H.A.N.D. Inc. a Nevada nonprofit corporation.

Pay to the order of City of Las Vegas

Dated: _____

Nevada H.A.N.D., Inc.

By: _____
Michael Mullin, President

**EXHIBIT "I"**
**DISCLOSURE OF PRINCIPALS**

The principals and partners of Nevada H.A.N.D. Inc. *and all persons and entities holding* more than 1% interest in Nevada H.A.N.D. or any principal of Nevada H.A.N.D. Inc., are the following:

| | FULL NAME | BUSINESS ADDRESS | BUSINESS PHONE |
|---|---|---|---|
| | None (See attached Board of Directors) | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

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

Nevada H.A.N.D. Inc., a Nevada non profit corporation

By: Michael Mullin
Michael Mullin, President

Subscribed and sworn to before me this 18 day of MAY, 2010.

Gloria Sanchez
Notary Public

GLORIA SANCHEZ
Notary Public State of Nevada
No. 98-2756-1
My appt. exp. Mar. 30, 2012

City of Las Vegas Agenda Item No.: **53.**

# *AGENDA SUMMARY PAGE*

**CITY COUNCIL MEETING OF: JUNE 16, 2010**

**DEPARTMENT: PUBLIC WORKS**
**DIRECTOR: JORGE CERVANTES** ☒ **Consent** ☐ **Discussion**

**SUBJECT:**
Approval of a Sewer Connection agreement with Yuki Trust, Carol I. Delgado, Trustee, owner and Interlocal Contract with Clark County Water Reclamation District (north of Gowan Road, east of Maverick Street, APN 138-11-603-012) - County (near Ward 6 - Ross)

**Fiscal Impact**

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

**PURPOSE/BACKGROUND:**
This request is to connect one parcel with an existing usage as a single family dwelling located north of Gowan Road and east of Maverick Street. The owner proposes to connect to the existing 21 inch sewer in Gowan Road adjacent to the subject property to a depth and location acceptable to City of Las Vegas Collection System Planning. The Planning Department has determined the project does conform to the City's general plan for the area. The applicant has signed a "Sewer Connection Agreement" and "Petition for Annexation".

**RECOMMENDATION:**
Public Works recommends approval subject to conformance with all City codes and departmental standards and off-site improvements.

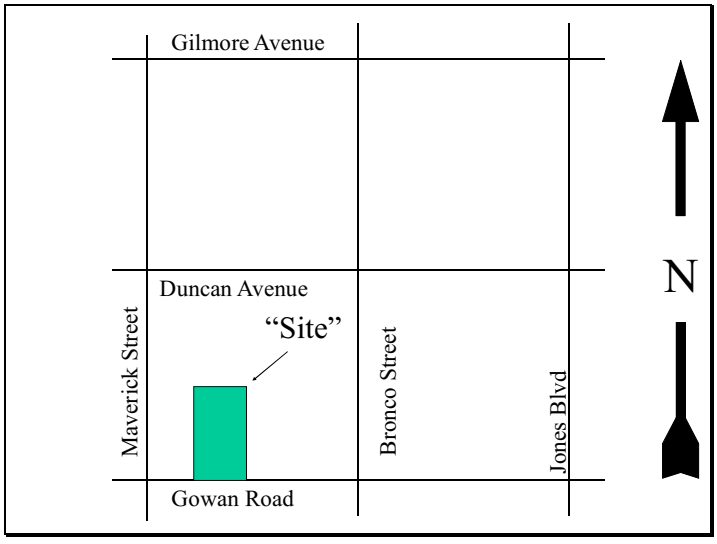
**BACKUP DOCUMENTATION:**
Agenda Memo

City of Las Vegas

***AGENDA MEMO***

**CITY COUNCIL MEETING DATE: June 16, 2010**
**DEPARTMENT: PUBLIC WORKS**
**ITEM DESCRIPTION: APPROVAL OF SEWER CONNECTION AGREEMENT WITH YUKI TRUST, CAROL I. DELGADO, TRUSTEE , OWNER AND INTERLOCAL CONTRACT WITH CLARK COUNTY WATER RECLAMATION DISTRICT (NORTH OF GOWAN ROAD, EAST OF MAVERICK STREET, APN 138-11-603-012)**

VICINITY MAP



City of Las Vegas Agenda Item No.: **54.**

# *AGENDA SUMMARY PAGE*

**CITY COUNCIL MEETING OF: JUNE 16, 2010**

**DEPARTMENT: PUBLIC WORKS**
**DIRECTOR: JORGE CERVANTES** ☒ **Consent** ☐ **Discussion**

**SUBJECT:**
Approval of Amendment No. 1 to Agreement No. P-257-08-802 between the City of Las Vegas and the Nevada Department of Transportation to extend the termination date to June 30, 2011 for funding of a Safe Routes to School Program for primary and middle school children - All Wards

**Fiscal Impact**

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

**PURPOSE/BACKGROUND:**
The city of Las Vegas and the Nevada Department of Transportation (NDOT) entered into an agreement on September 2, 2008 in which NDOT provided funding through its Federal Highway Administration Office of Safety Funds for a Safe Route to School Program for primary and middle school children who walk or bike to school. This amendment to the agreement will extend the termination date of the agreement from June 30, 2010 to June 30, 2011 to allow for continuation of the program.

**RECOMMENDATION:**
Approval

**BACKUP DOCUMENTATION:**
Amendment No. 1

Amendment No. 1 to
Agreement No. P257-08-802

This Amendment is made and entered into this _____ day of _____, 2010, between the State of Nevada, Department of Transportation, hereinafter referred to as the DEPARTMENT, and City of Las Vegas, 400 Stewart Avenue, Las Vegas, NV 89101, hereinafter referred to as the SUBRECIPIENT.

WITNESSETH:

WHEREAS, on September 2, 2008, the Parties entered into Agreement No. P257-08-802 to provide a Safe Routes to School Program (SRTS) for primary and middle schools, in Clark County, Nevada; and

WHEREAS, the termination date is amended to allow for continuation of the SRTS Program.

WHEREAS, the Parties hereto desire to make certain amendments to Agreement No. P257-08-802.

NOW, THEREFORE, the Parties agree as follows:

A. The termination date referenced in Article IV, Paragraph 2, shall be changed from June 30, 2010, to June 30, 2011.

B. All of the other provisions of Agreement No. P257-08-802, dated September 2, 2008, 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 on the date first written above.

SUBRECIPIENT: City of Las Vegas

BY: _____

Oscar B. Goodman, Mayor
Name &Title (Print)

Attest:

_____
City Clerk, Beverly K. Bridges, MMC

City of Las Vegas Approved as to Form

BY: John S. Ridilla 6/2/10

John S. Ridilla, Deputy City Attorney
Name &Title (Print)

STATE OF NEVADA, acting by and through its DEPARTMENT OF TRANSPORTATION

_____
Director

Reviewed:

_____
Tracy Larkin-Thomason;
Asst. Director, Planning

Approved as to Legality and Form:

_____
Deputy Attorney General

City of Las Vegas Agenda Item No.: **55.**

## *AGENDA SUMMARY PAGE*

**CITY COUNCIL MEETING OF: JUNE 16, 2010**

**DEPARTMENT: PUBLIC WORKS**
**DIRECTOR: JORGE CERVANTES** ☒ **Consent** ☐ **Discussion**

**SUBJECT:**
Approval of an encroachment request from Grove, Inc. on behalf of Metro Sky Pointe, LLC, owner (northwest corner of Sky Pointe Drive and Cimarron Road ) - Ward 6 (Ross)

**Fiscal Impact**

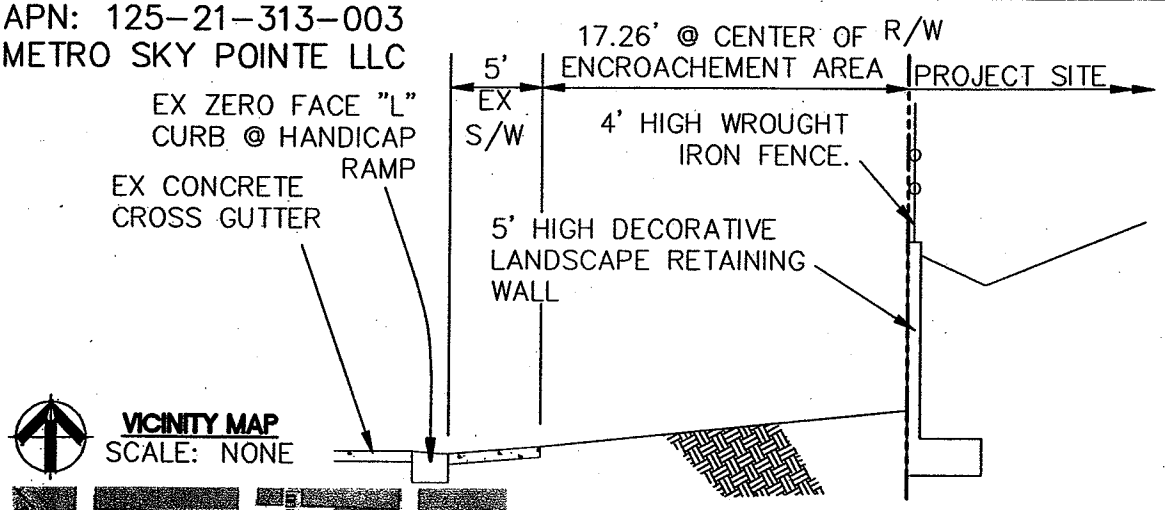
☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
**Amount:**
**Funding Source:**
**Dept./Division:**

**PURPOSE/BACKGROUND:**
This request consists of landscaping at the northwest corner of Sky Pointe Drive and Cimarron Road, an approximate 766 square foot area of landscaping consisting of trees, shrubs, ground cover and an irrigation system. If approved, the applicant will be required to sign an Encroachment Agreement that has conditions of maintenance, liability and removal.

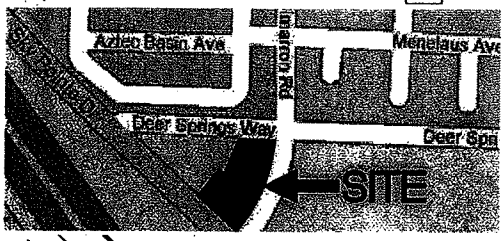
**RECOMMENDATION:**
Approval.

**BACKUP DOCUMENTATION:**
Metro Pizza Landscape Encroachment Exhibit

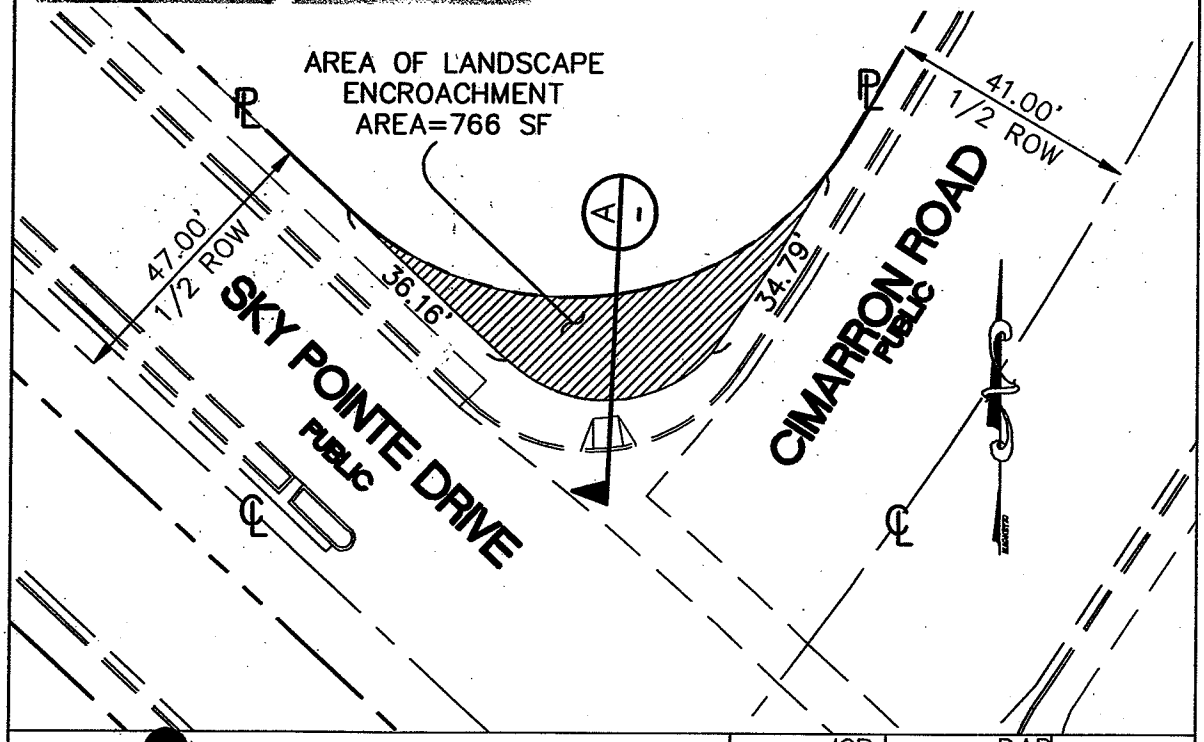
APN: 125-21-313-003
METRO SKY POINTE LLC




**VICINITY MAP**
SCALE: NONE




**SECTION "A"**
SCALE: NONE





DWYER ENGINEERING INC.
CIVIL ENGINEERS
LAND SURVEYORS
WATER RIGHTS
LAND USE PLANNING
7310 SMOKE RANCH RD., SUITE E
LAS VEGAS, NEVADA 89128
(702) 254-2200
fax: (702) 254-2236


DRAWN BY: JGR | CHECKED BY: DAD | PROJECT:
DATE: 05/20/10 | 82239

# METRO PIZZA
# LANDSCAPE
# ENCROACHMENT EXHIBIT

City of Las Vegas Agenda Item No.: **56.**

## *AGENDA SUMMARY PAGE*

**CITY COUNCIL MEETING OF: JUNE 16, 2010**

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

**SUBJECT:**
RESOLUTIONS:

R-42-2010 - Approval of a Resolution confirming that the City Manager or designee is authorized to approve and execute certain documents relating to City owned and Bureau of Land Management leased land use requests - All Wards

**Fiscal Impact**

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

**PURPOSE/BACKGROUND:**
This Resolution will confirm that the City Manager or a designee is authorized to approve and execute documents related to City owned and Bureau of Land Management leased Land Use Planning and Development requests as they relate to Land Use Permits, General Plan Amendments, Parcel Maps, Zone Changes, Site Plan Review, Temporary Use Permits and Right of Entries.

**RECOMMENDATION:**
It is recommended that the City Council adopt this Resolution.

**BACKUP DOCUMENTATION:**
Resolution No. R-42-2010

**RESOLUTION CONFIRMING THAT THE CITY MANAGER OR A DESIGNEE IS AUTHORIZED TO APPROVE AND EXECUTE CERTAIN DOCUMENTS RELATING TO CITY OWNED AND BUREAU OF LAND MANAGEMENT LEASED LAND USE REQUESTS**

WHEREAS, pursuant to Section 3.030(7) of the Las Vegas City Charter, the City Council may authorize the City Manager to execute contracts delegated to him or her by the Council; and

WHEREAS, the City Council finds that it is of benefit to the City to confirm that the City Manager or a designee is authorized to approve and execute documents relating to City owned and Bureau of Land Management leased Land Use Planning and Development requests.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas, Nevada to confirm that the City Manager or a designee is authorized to approve and execute documents related to City owned and Bureau of Land Management leased Land Use Planning and Development requests as they relate to Land Use Permits, General Plan Amendments, Parcel Maps, Zone Changes, Site Plan Review, Temporary Use Permits, and Right of Entries.

PASSED, ADOPTED, AND APPROVED this 16th day of June, 2010.

CITY OF LAS VEGAS

BY: _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC, City Clerk

APPROVED AS TO FORM:

Val Steed 5-26-10
Deputy City Attorney Date

Las Vegas City Attorney
400 Stewart Avenue
Las Vegas, NV 89101
(702) 229-6629

City of Las Vegas Agenda Item No.: **57.**

# *AGENDA SUMMARY PAGE*

**CITY COUNCIL MEETING OF: JUNE 16, 2010**

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

**SUBJECT:**
RESOLUTIONS:

R-43-2010 - Approval of a Resolution to Augment the City of Las Vegas Fiscal Year 2010 Fiscal Stabilization Special Revenue Fund (SRF) Budget in the amount of $10,000

**Fiscal Impact**

☐ **No Impact** ☒ **Augmentation Required**
☐ **Budget Funds Available**
**Amount:** $10,000
**Funding Source:** Fiscal Stabilization Fund
**Dept./Division:** Finance and Business Services

**PURPOSE/BACKGROUND:**
Augment the Fiscal Year 2010 Fiscal Stabilization SRF Budget in the amount of $10,000.

**RECOMMENDATION:**
Staff recommends approval of the augmentation to the Fiscal Stabilization SRF Budget.

**BACKUP DOCUMENTATION:**
1. Resolution R-43-2010
2. Exhibit A - Augmentation

**RESOLUTION NO.** R-43-2010

**RESOLUTION TO AUGMENT THE FISCAL YEAR 2010 FISCAL STABILIZATION SPECIAL REVENUE FUND BUDGET OF THE CITY OF LAS VEGAS**

WHEREAS, the resources of the Fiscal Stabilization Special Revenue Fund are now determined to be $52,476,510 as itemized in Exhibit A, which is attached hereto; and

WHEREAS, the increase in available resources results from an increase in Beginning Fund Balance in excess of the Fiscal Year 2010 Fiscal Stabilization Special Revenue Fund Budget of the City of Las Vegas, Nevada; and

WHEREAS, pursuant to NRS 354.598005, the City of Las Vegas is desirous of augmenting the Fiscal Year 2010 Budget for the purpose of affecting an increase in appropriations for expenditures for a newly established fund unplanned in original budget;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas, Nevada, at a regular meeting thereof held on the 16th day of June, 2010, that the Fiscal Year 2010 Budget for the Fiscal Stabilization Special Revenue Fund be increased from $45,000 to $55,000; and

BE IT FURTHER RESOLVED that additional expenditures totaling $55,000, as itemized in Exhibit A, which is attached hereto, be approved and authorized; and

BE IT FURTHER RESOLVED that said augmentation as described above shall be effective upon delivery of a certified copy of the Resolution to the Nevada State Department of Taxation.

PASSED, ADOPTED AND APPROVED this 16th day of June, 2010.

CITY OF LAS VEGAS

By: _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC, City Clerk

APPROVED AS TO FORM:

_____ 6/2/10
Date

**Exhibit A**

CITY OF LAS VEGAS
FISCAL YEAR 2010
AUGMENTATION AND AMENDMENT
FISCAL STABILIZATION SPECIAL REVENUE FUND

| | Current Budget | Adjustment | Amended Budget |
|---|---|---|---|
| Revenues: | | | |
| Miscellaneous | $ 1,535,000 | $ | $ 1,535,000 |
| Transfers In | 4,000,000 | | 4,000,000 |
| Beginning Fund Balance | 46,931,510 | 10,000 | 46,941,510 |
| TOTAL | $ 52,466,510 | $ 10,000 | $ 52,476,510 |
| Expenditures: | | | |
| General Government | $ 45,000 | $ 10,000 | $ 55,000 |
| Transfers Out | | | 0 |
| Ending Fund Balance | 52,421,510 | | 52,421,510 |
| TOTAL | $ 52,466,510 | $ 10,000 | $ 52,476,510 |

City of Las Vegas Agenda Item No.: **58.**

# *AGENDA SUMMARY PAGE*

**CITY COUNCIL MEETING OF: JUNE 16, 2010**

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

**SUBJECT:**
RESOLUTIONS:

R-44-2010 - Approval of a Resolution to Augment the City of Las Vegas Fiscal Year 2010 Video Production Enterprise Fund (EF) Budget in the amount of $5,480,428

**Fiscal Impact**

☐ **No Impact** ☒ **Augmentation Required**
☐ **Budget Funds Available**
**Amount:** $5,480,428
**Funding Source:** Video Product EF
**Dept./Division:** Finance and Business Services

**PURPOSE/BACKGROUND:**
Augment the Fiscal Year 2010 Video Production EF Budget in the amount of $5,480,428 to provide for the transfer of all operating activities of the fund to the General Fund.

**RECOMMENDATION:**
Staff recommends approval of the augmentation to the Video Production EF Budget.

**BACKUP DOCUMENTATION:**
1. Resolution No. R-44-2010
2. Exhibit A - Augmentation

**RESOLUTION NO.** R-44-2010

**RESOLUTION TO AUGMENT THE FISCAL YEAR 2010 VIDEO PRODUCTION ENTERPRISE FUND BUDGET OF THE CITY OF LAS VEGAS**

WHEREAS, the expenditures of the of the Video Production Enterprise Fund are now determined to be $7,692,555 as itemized in Exhibit A, which is attached hereto; and

WHEREAS, the increase in appropriations results from an reduction in Cash and Cash Equivalents at June 30, 2010 for the Video Production Enterprise Fund of the City of Las Vegas, Nevada; and

WHEREAS, pursuant to NRS 354.598005, the City of Las Vegas is desirous of augmenting the Fiscal Year 2010 Budget for the purpose of effecting an increase in appropriations for expenditures and closure of the fund unplanned in original budget;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas, Nevada, at a regular meeting thereof held on the 16th day of June, 2010, that the Fiscal Year 2010 Budget for the Video Production Enterprise Fund be increased from $2,212,127 to $7,692,555; and

BE IT FURTHER RESOLVED that additional expenditures totaling $5,480,428, as itemized in Exhibit A, which is attached hereto, be approved and authorized; and

BE IT FURTHER RESOLVED that said augmentation as described above shall be submitted to the Nevada State Department of Taxation with the next quarterly survey concerning the economic conditions effecting the local government.

THE FOREGOING RESOLUTION was approved this 16th day of June, 2010.

CITY OF LAS VEGAS

By: _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC, City Clerk

APPROVED AS TO FORM:

_____ 6/2/10
Date

**Exhibit A**

CITY OF LAS VEGAS
FISCAL YEAR 2010
AUGMENTATION AND AMENDMENT
VIDEO PRODUCTION ENTERPRISE FUND

| | Current Budget | Adjustment | Amended Budget |
|---|---|---|---|
| Operating Expenditures: | | | |
| General Government | $ 2,012,127 | $ | $ 2,012,127 |
| Operating Transfers Out | 200,000 | 5,480,428 | 5,680,428 |
| | $ 2,212,127 | $ 5,480,428 | $ 7,692,555 |

The increase in appropriation for Transfers Out does not cause a deficit in the equity balance of the Video Production Enterprise Fund.

City of Las Vegas Agenda Item No.: **59.**

# *AGENDA SUMMARY PAGE*

**CITY COUNCIL MEETING OF: JUNE 16, 2010**

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

**SUBJECT:**
RESOLUTIONS:

R-45-2010 - Approval of a Resolution to Augment the City of Las Vegas Fiscal Year 2010 Communications Internal Service Fund (ISF) Budget in the amount of $1,000,000

**Fiscal Impact**

☐ **No Impact** ☒ **Augmentation Required**
☐ **Budget Funds Available**
**Amount:** $1,000,000
**Funding Source:** Communications ISF
**Dept./Division:** Finance and Business Services

**PURPOSE/BACKGROUND:**
Augment the Fiscal Year 2010 Communications ISF Budget in the amount of $1,000,000.

**RECOMMENDATION:**
Staff recommends approval of the augmentation to the Communications ISF Budget.

**BACKUP DOCUMENTATION:**
1. Resolution No. R-45-2010
2. Exhibit A - Augmentation

**RESOLUTION NO.** R-45-2010

**RESOLUTION TO AUGMENT THE FISCAL YEAR 2010 COMMUNICATIONS INTERNAL SERVICE FUND BUDGET OF THE CITY OF LAS VEGAS**

WHEREAS, the operating expenditures of the Communications Internal Service Fund (ISF) are now determined to be $2,692,551 as itemized in Exhibit A, which is attached hereto; and

WHEREAS, the increase in operating expenditures is made available through an a reduction in the Net Income of the Fiscal Year 2010 Final Budget for the Communications ISF of the City of Las Vegas, Nevada; and

WHEREAS, pursuant to NRS 354.598005, the City of Las Vegas is desirous of augmenting the Fiscal Year 2010 Budget for the purpose of effecting an increase in appropriations for expenditures unplanned in original budget;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas, Nevada, at a regular meeting thereof held on the 16th day of June, 2010, that the Fiscal Year 2010 operating expenditures budget for the Communications ISF be increased from $1,692,551 to $2,692,551; and

BE IT FURTHER RESOLVED that additional expenditures totaling $1,000,000, as itemized in Exhibit A, which is attached hereto, be approved and authorized; and

BE IT FURTHER RESOLVED that said augmentation as described above shall be submitted to the Nevada State Department of Taxation with the next quarterly survey concerning the economic conditions effecting the local government.

PASSED, ADOPTED AND APPROVED this 16th day of June, 2010.

CITY OF LAS VEGAS

By: _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC, City Clerk

APPROVED AS TO FORM:

_____ 6/2/10
Date

**Exhibit A**

CITY OF LAS VEGAS
FISCAL YEAR 2010
AUGMENTATION
COMMUNICATIONS INTERNAL SERVICE FUND

| | Current Budget | Adjustment | Amended Budget |
|---|---|---|---|
| Operating Expenditures: | | | |
| General Government | $ 1,692,551 | $ | $ 1,692,551 |
| Operating Transfers Out | 0 | 1,000,000 | 1,000,000 |
| | $ 1,692,551 | $ 1,000,000 | $ 2,692,551 |

The increase in appropriation for Operating Expenditures and Transfers Out does not cause a deficit in the equity balance of the Communications Internal Service Fund.

City of Las Vegas Agenda Item No.: **60.**

# *AGENDA SUMMARY PAGE*

**CITY COUNCIL MEETING OF: JUNE 16, 2010**

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

**SUBJECT:**
RESOLUTIONS:

R-46-2010 - Approval of a Resolution to Augment and Amend the Fiscal Year 2010 Special Revenue Fund budget in the amount of $6,000,000

**Fiscal Impact**

☐ **No Impact** ☒ **Augmentation Required**
☐ **Budget Funds Available**
**Amount:** $6,000,000
**Funding Source:** Special Revenue Fund
**Dept./Division:** Finance and Business Services

**PURPOSE/BACKGROUND:**
Augment and Amend the Fiscal Year 2010 Special Revenue Fund budget in the amount of $6,000,000.

**RECOMMENDATION:**
Staff recommends approval of the augmentation and amendment to the Special Revenue Fund budget.

**BACKUP DOCUMENTATION:**
1. Resolution No. R-46-2010
2. Exhibit A - Revenue and Expenditures

**RESOLUTION NO.** R-46-2010

**RESOLUTION TO AUGMENT AND AMEND THE FISCAL YEAR 2010 SPECIAL REVENUE FUND BUDGET OF THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY**

WHEREAS, the resources of the Special Revenue Fund are now determined to be $28,017,849 as itemized in Exhibit A, which is attached hereto; and

WHEREAS, the increase in available resources results from an increase in the beginning fund balance in the Fiscal Year 2010 Final Budget for the Special Revenue Fund of the City of Las Vegas Redevelopment Agency; and

WHEREAS, pursuant to NRS 354.598005, the City of Las Vegas Redevelopment Agency is desirous of augmenting and amending the Fiscal Year 2010 Budget for the purpose of effecting an increase in appropriations to provide for expenditures unplanned in original budget;

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the City of Las Vegas Redevelopment Agency, at a regular meeting thereof held on the 16th day of June, 2010, that the Fiscal Year 2010 Budget for the Special Revenue Fund be increased from $10,196,578 to $16,196,578; and

BE IT FURTHER RESOLVED that expenditures totaling $6,000,000, as itemized in Exhibit A, which is attached hereto, be approved and authorized; and

BE IT FURTHER RESOLVED that said augmentation and amendment as described above shall be effective upon delivery of a certified copy of the Resolution to the Nevada State Department of Taxation.

PASSED, ADOPTED AND APPROVED this 16th day of June, 2010.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
OSCAR B. GOODMAN, Chairman

ATTEST:

_____
BEVERLY K. BRIDGES, MMC, Secretary

APPROVED AS TO FORM:

_____ 6/2/10
Date

**EXHIBIT A**

CITY OF LAS VEGAS REDEVELOPMENT AGENCY
FISCAL YEAR 2010
BUDGET AUGMENTATION and AMENDMENT- REVENUES
SPECIAL REVENUE FUND

| | Current Budget | Adjustment | Augmented Budget |
|---|---|---|---|
| MISCELLANEOUS | | | |
| Rentals | $ 51,500 | $ | $ 51,500 |
| Other Fees, Charges & Reimbursements | 347,850 | | 347,850 |
| Transfers In: | | | |
| Debt Service Fund | 12,000,000 | | 12,000,000 |
| SUBTOTAL REVENUES | 12,399,350 | 0 | 12,399,350 |
| BEGINNING FUND BALANCE | 9,618,499 | 6,000,000 | 15,618,499 |
| TOTAL RESOURCES | $ 22,017,849 | $ 6,000,000 | $ 28,017,849 |

| EXPENDITURES | Current Budget | Adjustment | Augmented Budget |
|---|---|---|---|
| ECONOMIC DEVELOPMENT & ASSISTANCE | $ 10,196,578 | $ 6,000,000 | $ 16,196,578 |
| INTERGOVERNMENTAL | | | |
| Contributions to other governmental entity | | | - |
| SUBTOTAL EXPENDITURES AND OTHER USES | 10,196,578 | 6,000,000 | 16,196,578 |
| UNAPPROPRIATED ENDING FUND BALANCE | 11,821,271 | | 11,821,271 |
| TOTAL | $ 22,017,849 | $ 6,000,000 | $ 28,017,849 |

City of Las Vegas Agenda Item No.: **61.**

# *AGENDA SUMMARY PAGE*

**CITY COUNCIL MEETING OF: JUNE 16, 2010**

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

**SUBJECT:**
RESOLUTIONS:

R-47-2010 - Approval of a Resolution to Augment the City of Las Vegas Fiscal Year 2010 Fire Equipment Acquisitions Internal Service Fund (ISF) Budget in the amount of $7,600,000

**Fiscal Impact**

☐ **No Impact** ☒ **Augmentation Required**
☐ **Budget Funds Available**
**Amount:** $7,600,000
**Funding Source:** Fire Equipment Acquisitions ISF
**Dept./Division:** Finance and Business Services

**PURPOSE/BACKGROUND:**
Augment the Fiscal Year 2010 Fire Equipment Acquisitions ISF Budget in the amount of $7,600,000.

**RECOMMENDATION:**
Staff recommends approval of the augmentation to the Fire Equipment Acquisitions ISF Budget.

**BACKUP DOCUMENTATION:**
1. Resolution No. R-47-2010
2. Exhibit A - Augmentation

**RESOLUTION NO.** R-47-2010

**RESOLUTION TO AUGMENT THE FISCAL YEAR 2010 FIRE EQUIPMENT ACQUISITIONS INTERNAL SERVICE FUND BUDGET OF THE CITY OF LAS VEGAS**

WHEREAS, the operating expenditures of the Fire Equipment Acquisitions Internal Service Fund (ISF) are now determined to be $8,738,000 as itemized in Exhibit A, which is attached hereto; and

WHEREAS, the increase in operating expenditures is made available through an a reduction in the Net Income of the Fiscal Year 2010 Final Budget for the Fire Equipment Acquisitions ISF of the City of Las Vegas, Nevada; and

WHEREAS, pursuant to NRS 354.598005, the City of Las Vegas is desirous of augmenting the Fiscal Year 2010 Budget for the purpose of effecting an increase in appropriations for expenditures unplanned in original budget;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas, Nevada, at a regular meeting thereof held on the 16th day of June, 2010, that the Fiscal Year 2010 operating expenditures budget for the Fire Equipment Acquisitions ISF be increased from $1,138,000 to $8,738,000; and

BE IT FURTHER RESOLVED that additional expenditures totaling $7,600,000 as itemized in Exhibit A, which is attached hereto, be approved and authorized; and

BE IT FURTHER RESOLVED that said augmentation as described above shall be submitted to the Nevada State Department of Taxation with the next quarterly survey concerning the economic conditions effecting the local government.

PASSED, ADOPTED AND APPROVED this 16TH day of June, 2010.

CITY OF LAS VEGAS

By: _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC, City Clerk

APPROVED AS TO FORM:

_____ 6/2/10
Date

**Exhibit A**

CITY OF LAS VEGAS
FISCAL YEAR 2010
TRANSFER OF APPROPRIATION
FIRE EQUIPMENT ACQUISITION INTERNAL SERVICE FUND

| | Current Budget | Adjustment | Amended Budget |
|---|---|---|---|
| Operating Expenditures: | | | |
| Public Safety | $ 1,138,000 | $ | $ 1,138,000 |
| Operating Transfers Out | 0 | 7,600,000 | 7,600,000 |
| | $ 1,138,000 | $ 7,600,000 | $ 8,738,000 |

The increase in appropriation for Operating Transfers Out does not cause a deficit in the equity balance of the Fire Equipment Acquisition Internal Service Fund.

City of Las Vegas Agenda Item No.: **62.**

# *AGENDA SUMMARY PAGE*

**CITY COUNCIL MEETING OF: JUNE 16, 2010**

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

**SUBJECT:**
RESOLUTIONS:

R-48-2010 - Approval of a Resolution to Augment the Fiscal Year 2010 City Facilities Capital Projects Fund Budget in the amount of $20,000,000

**Fiscal Impact**

☐ **No Impact** ☒ **Augmentation Required**
☐ **Budget Funds Available**
**Amount:** $20,000,000
**Funding Source:** City Facilities CPF
**Dept./Division:** Finance and Business Services

**PURPOSE/BACKGROUND:**
Augment the Fiscal Year 2010 City Facilities Capital Projects Fund Budget in the amount of $20,000,000.

**RECOMMENDATION:**
Staff recommends approval of the augmentation to the City Facilities Capital Projects Fund Budget.

**BACKUP DOCUMENTATION:**
1. Resolution No. R-48-2010
2. Exhibit A - Augmentation

**RESOLUTION NO.** R-48-2010

**RESOLUTION TO AUGMENT THE FISCAL YEAR 2010 CITY FACILITIES CAPITAL PROJECTS FUND BUDGET OF THE CITY OF LAS VEGAS**

WHEREAS, the resources of the City Facilities Capital Projects Fund are now determined to be $60,561,671 as itemized in Exhibit A, which is attached hereto; and

WHEREAS, the increase in available resources results from the Certificates of Participation proceeds originally unplanned for the Fiscal Year 2010 Final Budget for the City Facilities Capital Projects Fund of the City of Las Vegas, Nevada; and

WHEREAS, pursuant to NRS 354.598005, the City of Las Vegas is desirous of augmenting the Fiscal Year 2010 Budget for the purpose of effecting an increase in appropriations for expenditures unplanned in original budget;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas, Nevada, at a regular meeting thereof held on the 16th day of June, 2010, that the Fiscal Year 2010 Budget for the City Facilities Capital Projects Fund be increased from $19,279,238 to $39,279,238; and

BE IT FURTHER RESOLVED that additional expenditures totaling $20,000,000, as itemized in Exhibit A, which is attached hereto, be approved and authorized; and

BE IT FURTHER RESOLVED that said augmentation as described above shall be effective upon delivery of a certified copy of the Resolution to the Nevada State Department of Taxation.

PASSED, ADOPTED AND APPROVED this 16TH day of June, 2010.

CITY OF LAS VEGAS

By: _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC, City Clerk

APPROVED AS TO FORM:

_____ 6/2/10
Date

**Exhibit A**

CITY OF LAS VEGAS
FISCAL YEAR 2010
AUGMENTATION AND AMENDMENT
CITY FACILITIES CAPITAL PROJECTS FUND

| | Current Budget | Adjustment | Amended Budget |
|---|---|---|---|
| Revenues: | | | |
| Miscellaneous | $ 675,466 | $ | $ 675,466 |
| Transfers In | 8,600,000 | | 8,600,000 |
| Proceeds - Certificates of Participation | | 20,000,000 | 20,000,000 |
| Beginning Fund Balance | 31,286,205 | | 31,286,205 |
| TOTAL | $ 40,561,671 | $ 20,000,000 | $ 60,561,671 |
| Expenditures: | | | |
| General Government | $ 17,079,238 | $ 18,000,000 | $ 35,079,238 |
| Economic Development & Assistance | | | |
| Transfers Out | 2,200,000 | 2,000,000 | 4,200,000 |
| Ending Fund Balance | 21,282,433 | | 21,282,433 |
| TOTAL | $ 40,561,671 | $ 20,000,000 | $ 60,561,671 |

City of Las Vegas Agenda Item No.: **63.**

# *AGENDA SUMMARY PAGE*

## CITY COUNCIL MEETING OF: JUNE 16, 2010

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

**SUBJECT:**
ADMINISTRATIVE:

Report from Dr. David Slattery on the Therapeutic Hypothermia Protocol being implemented by the City of Las Vegas Fire & Rescue Department to improve the survival rate of cardiac arrest patients - All Wards

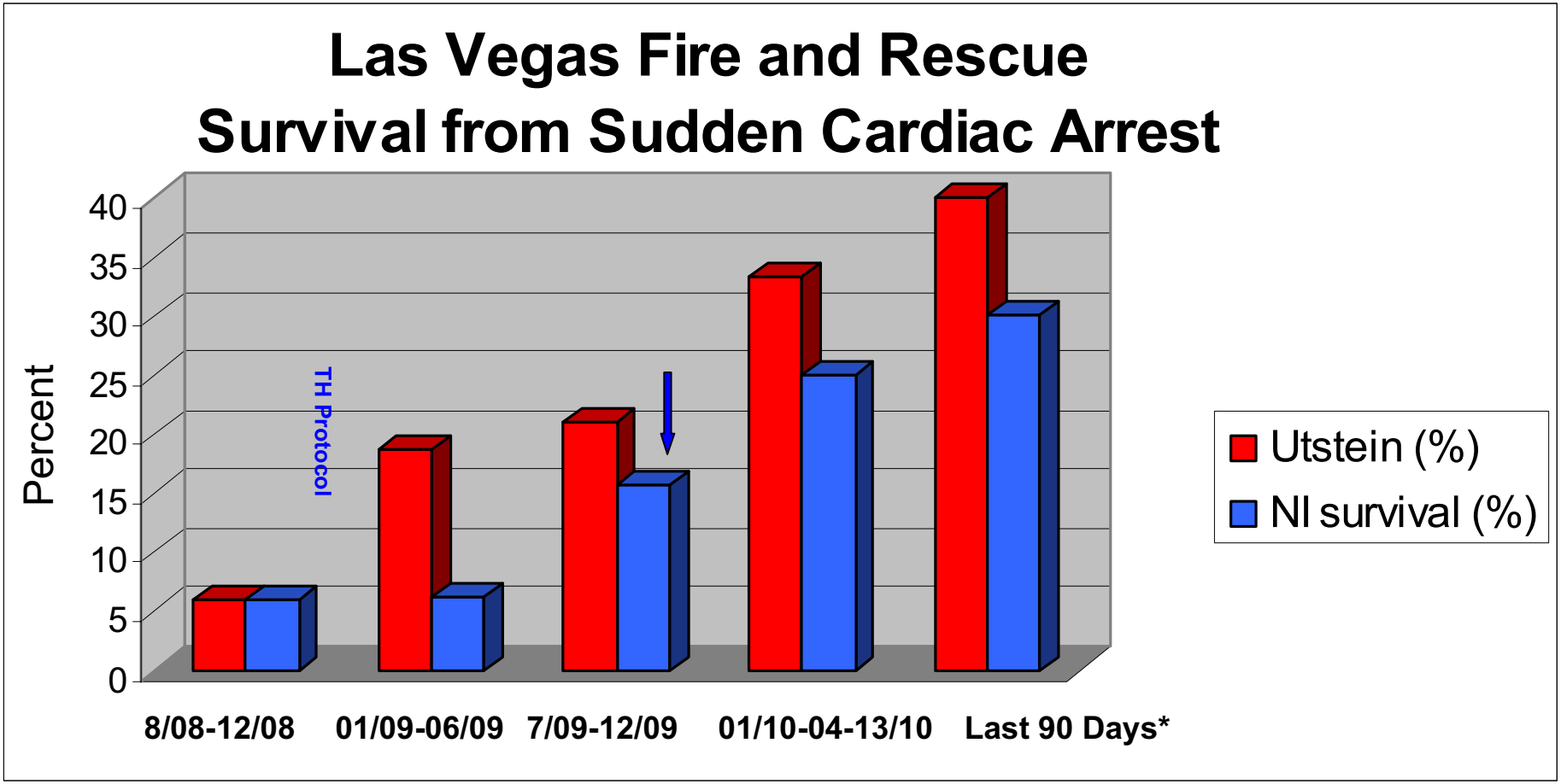
**Fiscal Impact**

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

**PURPOSE/BACKGROUND:**
Las Vegas firefighters are using cutting-edge emergency medical technology to save the lives of our citizens. By adding the therapeutic hypothermia protocol pilot program in conjunction with our rapid response times and high performing six-person teams made up of an Engine Company and Rescue/Ambulance, we have significantly increased our ability to save lives, including 25 documented code saves since January 2010.

**RECOMMENDATION:**
Report only, no action required.

**BACKUP DOCUMENTATION:**
Submitted after Meeting – Las Vegas Fire and Rescue Chart by Staff




**Utstein Survival: Survival to hospital discharge for victims of witnessed, sudden cardiac arrest, found to be in VF/VT upon EMS arrival.**

**NI Survival = Neurologically Intact Survival**

**Data from CARES registry Las Vegas Fire and Rescue August 2008-April 13, 2010**

City of Las Vegas Agenda Item No.: **64.**

# *AGENDA SUMMARY PAGE*

## CITY COUNCIL MEETING OF: JUNE 16, 2010

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

**SUBJECT:**
Discussion and possible action regarding the consolidation/reorganization report required in Assembly Bill 494, which was passed during the 2009 Session of the Nevada Legislature - All Wards

**Fiscal Impact**

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

**PURPOSE/BACKGROUND:**
During the 2009 Legislature, Assembly Bill 494 (AB 494) was passed which requires the Board of County Commissioners of Clark County, the Board of County Commissioners of Washoe County and the governing body of each city in those counties, to submit a report to the 76th Session of the Nevada Legislature concerning the consolidation or reorganization of certain functions performed by those local governments.

**RECOMMENDATION:**
It is recommended that the City Council discuss the consolidation/reorganization report required in AB 494 and direct staff accordingly

**BACKUP DOCUMENTATION:**
1. Assembly Bill 494
2. Submitted at Meeting – PowerPoint Presentation by Staff

Assembly Bill No. 494–Committee on Government Affairs

CHAPTER.....

AN ACT relating to governmental administration; requiring certain local governmental entities to submit a report to the 76th Session of the Legislature concerning the consolidation or reorganization of certain functions; and providing other matters properly relating thereto.

**Legislative Counsel's Digest:**

This bill requires the Board of County Commissioners of Clark County, the Board of County Commissioners of Washoe County and the governing body of each city in those counties to submit a report to the 76th Session of the Nevada Legislature concerning the consolidation or reorganization of certain functions performed by those local governments.

---

THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

**Section 1.** On or before September 1, 2010, the Board of County Commissioners of Clark County, the Board of County Commissioners of Washoe County and the governing body of each city in those counties shall each submit a report to the Director of the Legislative Counsel Bureau for transmission to the 76th Session of the Nevada Legislature that, with respect to the functions of public safety, public works and general government performed by those entities:

1. Identifies the aspects of those functions that are currently consolidated in whole or in part.

2. Identifies the aspects of those functions that have been or are being considered for consolidation or reorganization.

3. Identifies the aspects of those functions that are not consolidated and whether those aspects may be appropriate for consolidation or reorganization in the future.

4. Analyzes and makes recommendations regarding the consolidation or reorganization of one or more aspects of those functions.

5. Provides estimates of the costs of consolidation or reorganization of one or more aspects of those functions and a projection of any long-term cost savings, to the extent feasible.

6. Analyzes the benefits of the creation of a permanent committee of affected entities that would meet periodically to discuss and coordinate future efforts at consolidation or reorganization of those functions.

**Sec. 2.** This act becomes effective on July 1, 2009.

# Assembly Bill 494 Consolidation Report

**Ted J. Olivas**
**Director**
**Administrative Services**

**June 16, 2010**

# AB 494- Consolidation Report

- **Passed during the 2009 Legislative Session**
  - Requires the Board of County Commissioners of Clark County and Washoe County and the governing body of each city in those counties to submit a report on consolidation efforts to the Director of the Legislative Counsel Bureau
  - Seven feasibility studies will be included in the report
  - Report Due: September 1, 2010 to the Legislative Council Bureau

# SNRPC Approved Feasibility Studies

1) Animal Control- Clark County
2) Business Licensing- North Las Vegas
3) IT Shared Infrastructure- Clark County and Las Vegas
4) Multi Species Habitat Conservation Plan– Clark County
5) Cultural Programming- Henderson
6) Production and Functions of TV Stations- Clark County and Las Vegas
7) Purchasing- Las Vegas

# Animal Control -
## Clark County

**Feasibility Study Components:**

- Align Ordinances
- Regional Dispatch Center
- Regional Hearings Master
- Similar ordinances
- Update the titles
- More restrictive sales on animals

**Status:** The Animal Control group has completed their draft summary.

# Business Licensing – North Las Vegas

**Feasibility Study Components:**

- Uniform general licensing: "No Wrong Door" for accepting applications
- Conduct an analysis of each jurisdiction's existing codes and fees and examine ways to support standardization wherever practical

**SNPRC Technical Committee Recommendation:**
Narrow the scope to the No Wrong Door for general business license applications to figure out a fee structure and uniform application in those areas that don't have a significant land use implication.

**Status:** The Business Licensing group has completed their draft summary and is scheduled to present at the SNRPC Technical Meeting on July 1st and then to the SNRPC on July 22nd.

# IT- Shared Infrastructure –
## City of Las Vegas & Clark County

**Feasibility Study Components:**

- 311 Community Citizen Relationship Management
- Assistance to all entities leveraging available capacities
- Provisioning Business Continuity & Disaster Recovery
- Statewide Digital archival and e-records
- Shared Computing Infrastructure & platforms across entities
- Network Bandwidth/Wireless sharing
- Government/Private Cloud Computing Opportunities
- "mynevada.gov" - How can this be utilized better?

**Status:** The IT Shared Infrastructure group has completed their draft summary.

# Multi Species Habitat Conservation Plan (MSHCP)- Clark County

**Feasibility Study Components:**

- Make recommendations for improvements toward governance structure
- Centralizing the collection of MSCHP fees

**Status:** The MSHCP group has completed their draft summary.

# Cultural Programming- Henderson

- **SNRPC Direction:**
  - Joint events i.e. 4th of July celebrations
  - Valley-wide calendaring of cultural programs - a more regional approach to programming
  - Common portal for marketing and calendaring events - i.e."mynevada.gov"
  - Place for mynevada.gov
  - Consideration of shared recreation center programming and financing
  - Fees - any possibilities with common fees?
  - Partnering with LVCVA
  - Shared maintenance for parks
  - Shared recycling efforts - i.e. mulch
    - Use the newly created joint recycling committee

**SNPRC Technical Committee Recommendation:**
Narrow the scope to only include Cultural Programming based on feedback from individual Councils.

**Status:** The Cultural Programming group has completed their draft summary.

# Production and Functions of TV Stations – City of Las Vegas & Clark County

## Feasibility Study Components:

- Investigate Merging Operations of City Channel 2, County Channel 4, and Boulder City Channel 2
- All Channels to Operate from Central Facility
- Develop offensive strategy to maintain channel placement
- Examine franchise agreements and possibility of adding Satellite
- Explore limitations with federal broadband
- Investigate shared programming for the regional board

**Status:** Clark County, City of Las Vegas, and Boulder City are working on their draft summary.

# Purchasing –
## City of Las Vegas

### Feasibility Study Components:

- Cooperative bidding among local governments
  - Combines volumes of multiple agencies
  - Achieves volume-based pricing reductions
  - Eliminates redundancy of bidding
- Standardization of generic goods and services
  - Increases opportunity for cooperative bids
  - Reduces total cost
- Continue to join contracts awarded by other governments (when merited)
- Contracts - examine bidding processes and partnering opportunities
- Include newer products, LED's, newly manufactured products, renewable and local vendors

**Status:** The Purchasing group has completed their draft summary.

# AB 494 Timeline

- **April:** Presented to BCC and City Councils
- **June 4th:** Feasibility Drafts due to County and City Managers
- **June:** AB 494 update to BCC and City Councils
- **July:** Final draft report due to County and City Managers
- **July 15th:** SNRPC Board presentation and approval of final report
- **August:** BCC and City Council presentation and approval of final report
- **September 1st:** Report due to Legislative Council Bureau

City of Las Vegas Agenda Item No.: **65.**

## *AGENDA SUMMARY PAGE*
**CITY COUNCIL MEETING OF: JUNE 16, 2010**

**DEPARTMENT: CITY ATTORNEY**
**DIRECTOR: BRADFORD R. JERBIC** ☐ **Consent** ☒ **Discussion**

**SUBJECT:**
Discussion and possible action regarding a settlement with Cindy Olsen, on behalf of her minor child, regarding personal injury at Garside Pool ($75,000 – General Liability Fund) - Ward 3 (Reese) (NOTE: Correct ward designation is Ward 1)

**Fiscal Impact**

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
**Amount:** $75,000
**Funding Source:** General Liability Fund
**Dept./Division:** Finance and Business Services

**PURPOSE/BACKGROUND:**
On July 29, 2008, the 14-year-old claimant was injured at a City facility. Her injury subsequently resulted in medical bills in excess of $87,000.00. The claimant's attorney has offered to resolve her claim for the tort cap of $75,000.00.

**RECOMMENDATION:**
Approval

**BACKUP DOCUMENTATION:**
None

City of Las Vegas Agenda Item No.: **66.**

# *AGENDA SUMMARY PAGE*

## CITY COUNCIL MEETING OF: JUNE 16, 2010

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

**SUBJECT:**
Discussion and possible action regarding a Six Month Review of a Tavern License, Red Label Bar, Inc., dba Red Label Bar & Lounge, 332 West Sahara Avenue, Nely Petkova, Pres, 100% - Ward 3 (Reese)

**Fiscal Impact**

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

**PURPOSE/BACKGROUND:**
Discussion and possible action regarding a Six Month Review of a Tavern 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.: **67.**

## *AGENDA SUMMARY PAGE*
**CITY COUNCIL MEETING OF: JUNE 16, 2010**

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

**SUBJECT:**
ABEYANCE ITEM - 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.: **68.**

# *AGENDA SUMMARY PAGE*

## CITY COUNCIL MEETING OF: JUNE 16, 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 Nicole Valencia, db at Macayo Vegas 1, 1741 East Charleston Boulevard - Ward 3 (Reese)

**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.: **69.**

# *AGENDA SUMMARY PAGE*

## CITY COUNCIL MEETING OF: JUNE 16, 2010

**DEPARTMENT: LEISURE SERVICES**
**DIRECTOR: BILLIE BASTIAN** ☐ **Consent** ☒ **Discussion**

**SUBJECT:**
Discussion and possible action regarding a proposed program participation fee increase for sports fields, Safekey and seasonal camps for children (estimated $1,132,000 revenue increase) - All Wards

**Fiscal Impact**

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

**PURPOSE/BACKGROUND:**
To support the city's priority to reduce the general fund structural deficit and to ensure continued service delivery, the Department of Leisure Services has developed a new progressive revenue and pricing plan. The plan will allow the Department of Leisure Services to better manage assets by collecting appropriate fees to offset costs associated with specific programs and services. The fee increase recommendations are for Safekey, children's seasonal camps and sports field allocation for leagues, clinics, tournaments and practices. If approved, all increases will go into effect at varying times.

**RECOMMENDATION:**
Staff recommends City Council approval of the proposed fee schedule amendments

**BACKUP DOCUMENTATION:**
1. Fee Schedule Amendments
2. Business Impact Statement
3. Submitted after Meeting – PowerPoint Presentation by Staff

## Department of Leisure Services - Fee Schedule Amendments

| Description | Unit | Current Fee | New Fee |
|---|---|---|---|
| **League Blanket Permits** - blanket allocation to a sports league to conduct league play **(Youth leagues)** | Per Team, Per Season | $100 | $200 |
| **League Blanket Permits** - blanket allocation to a sports league to conduct league play **(Adult & 3rd party leagues)** | Per Team, Per Season | $110 | $220 |
| **Sports Tournaments** - field allocation to third party for the facilitation of sports tournaments (Non-profit) | Per Hour, Per Field, Per Total Registration | $10 per hour per field + 10% of total registration | $15 per hour per field + 15% of total registration |
| **Sports Tournaments** - field allocation to third party for the facilitation of sports tournaments (Profit) | Per Hour, Per Field, Per Total Registration | $20 per hour per field + 10% of total registration | $30 per hour per field + 15% of total registration |
| **Safekey** **Before and After School Program** | Various Sites | Varies<br>Sample listed below | |
| | | | |
| **AM Drop-in** | | **$ 4.00** | **$ 5.00** |
| **AM Drop-in** | | **$ 5.00** | **$ 6.00** |
| **AM Drop-in** | | **$ 6.00** | **$ 7.00** |
| **PM Drop-in** | | **$ 4.00** | **$ 5.00** |
| **PM Drop-in** | | **$ 7.00** | **$ 8.00** |
| **PM Drop-in** | | **$ 8.00** | **$ 10.00** |
| **AM Weekly** | | **$ 14.00** | **$ 16.00** |
| **AM Weekly** | | **$ 20.00** | **$ 23.00** |
| **AM Weekly** | | **$ 25.00** | **$ 29.00** |
| **PM Weekly** | | **$ 14.00** | **$ 16.00** |
| **PM Weekly** | | **$ 30.00** | **$ 35.00** |
| **PM Weekly** | | **$ 35.00** | **$ 41.00** |
| **Youth Seasonal Camps** (Summer, Holiday, Track Break) | Per Week | $65 | $75 |
| **Specialty Camps** | Per Week | $100 | $115 |

**Proposed Increase Effective Timeline**

**Leagues:** August 2010 (start of the Fall session)
**Tournaments:** January 2012
**Safekey**: August 2010 (start of the 2010-2011 CCSD School Year)
**Camps** - Summer Camp 2011 (Registration begins at the end of January 2011)

**BUSINESS IMPACT STATEMENT**
**(Department of Leisure Services–program participation fee increase for sports fields, Safekey programs and seasonal camps for children)**

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposal by the Department of Leisure Services for a program participation fee increase for sports fields, Safekey programs and seasonal camps for children.

**1. The following constitutes a description 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.**

Notice of the proposed increases was sent to a number of entities that have participated in these programs in the past. Although not required by law, notice was provided to nonprofit participants as well as for-profit participants. Formal comments were received as follows:

–From one for-profit entity operating a sports league, indicating that the proposed doubling of team fees for adult leagues would put the league out of business
–From two nonprofit entities, one indicating support and the other indicating that the fee increases would have a negative impact on teams and tournaments

**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:**

Increased costs of doing business

**Beneficial effects:**

Continued provision of facilities and support by the City

**Direct effects:**

(See adverse effects and beneficial effects above)

**Indirect effects:**

None noted

**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:**

No methods to reduce the impact on businesses were identified. The proposed fee increases will still not be sufficient to pay for field upkeep and program support

**4. The estimate of the annual cost to the local government for enforcement of the proposed rule is:**

No additional cost

**5. If the proposed rule provides for a new fee or increases an existing fee, the total annual amount expected to be collected is:**

Approximately $1,132,000

**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:**

Help offset the costs of providing, operating and maintaining facilities, programs and related services

**7. If the proposed rule includes provisions that duplicate or are more stringent than federal, state or local standards regulating the same activity, the following explains why such duplicative or more stringent provisions are necessary:**

N/A

Date: June 8, 2010

# Department of Leisure Services

# Fee Increase Recommendation

# Programs

## Safekey

| Current Price | Proposed Price | Increase of | Start Date |
|---|---|---|---|
| $44 per week | $51 per week | $1.76/hr to $2.04/hr | New School Yr-Sept. 2010 |

## Seasonal Camp - Traditional Camp

| Current Price | Proposed Price | Increase of | Start Date |
|---|---|---|---|
| $65 per week | $75 per week | $1.18/hr to $1.36/hr | December 2010 |

## Specialty Camp - Camp with Additional Elements

| Current Price | Proposed Price | Increase of | Start Date |
|---|---|---|---|
| $100 per week | $115 per week | $1.81/hr to $2.09/hr | December 2010 |

# League Field Allocation Permits

Youth League Field Allocation Permit

| Current Price | Proposed Price | Increase of | Start Date |
|---|---|---|---|
| $100/season | $200/season | $0.69 per game | Sept. 2010 |

Adult and 3rd Party League Field Allocation Permit

| Current Price | Proposed Price | Increase of | Start Date |
|---|---|---|---|
| $110/season | $220/season | $0.76 per game | Sept. 2010 |

# Tournament Field Allocation Permits

## Non-profit Tournament Field Allocation Permit

| Current Price | Proposed Price | Increase of | Start Date |
|---|---|---|---|
| $10/hr/field plus10% | $15/hr/field, plus 15% | $0.43 per game | Jan. 2011 |

## For-profit Tournament Field Allocation Permit

| Current Price | Proposed Price | Increase of | Start Date |
|---|---|---|---|
| $20/hr/field plus 10% | $30/hr/field plus 15% | $0.55 per game | Jan. 2011 |

# Summary

| Fee Changes | Effective Date |
| --- | --- |
| Safekey | Sept 2010 |
| Seasonal Camps | Winter 2010 |
| Field Permitting | Leagues/Fall 2010<br>Tournaments/Jan 2011 |

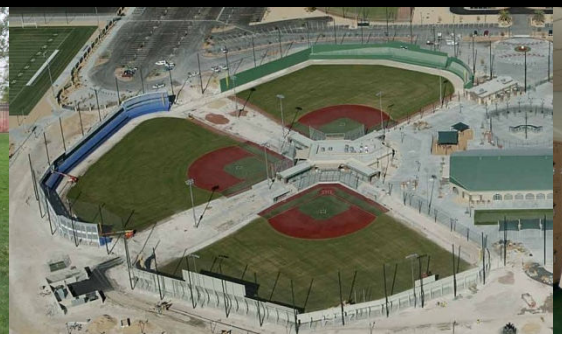
# Goals

- Establish maintenance, replacement, and scholarship funds.
- Increase Leisure Services Cost Recovery to 50%.
- Continue refining pricing and efficiency strategies for program implementation

  (User Benefit vs. Taxpayer Subsidy)

# Fee Increase Recommendation

Questions?



City of Las Vegas Agenda Item No.: **70.**

# *AGENDA SUMMARY PAGE*

## CITY COUNCIL MEETING OF: JUNE 16, 2010

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

**SUBJECT:**
RESOLUTIONS:

R-49-2010 - Discussion and possible action regarding a Resolution authorizing the creation of a new fund titled "City of Las Vegas, Nevada Other Post-Employment Benefits Trust Fund" (OPEB) for funding retiree health and welfare benefits; appointment of trustees, approval of Trust Agreement for City of Las Vegas, Nevada OPEB, and providing for other matters properly related thereto

**Fiscal Impact**

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
**Amount:**
**Funding Source:** All Funds
**Dept./Division:** Finance and Business Services

**PURPOSE/BACKGROUND:**
The fiscal year 2009 Comprehensive Annual Financial Report disclosed a $39.8 OPEB obligation for normal cost plus a 30-year amortization of the unfunded actuarial liabilities, which was reported as $144.9 million. Although government accounting standards do not require funding of this liability, the fact remains that the City has an obligation to continue subsidizing the health insurance premiums for those retirees who opted into the State's Public Employment Benefit Plan, at a current cost of about $2.1M annually. Funding a trust to help pay for those future obligations makes sense, especially when able to access the investment opportunities afforded through the Public Employee Retirement System.

**RECOMMENDATION:**
Approval

**BACKUP DOCUMENTATION:**
Resolution No. R-49-2010

Summary – a resolution authorizing the creation of a new trust fund for other post-employment benefits (OPEB) and the appointment of trustees for the OPEB trust fund.

**RESOLUTION NO.** R-49-2010

**A RESOLUTION AUTHORIZING THE CREATION OF A NEW FUND TITLED "CITY OF LAS VEGAS, NEVADA OTHER POST-EMPLOYMENT BENEFITS TRUST FUND" (OPEB) FOR FUNDING RETIREE HEALTH AND WELFARE BENEFITS; APPOINTMENT OF TRUSTEES, APPROVAL OF TRUST AGREEMENT FOR CITY OF LAS VEGAS, NEVADA OPEB, AND PROVIDING FOR OTHER MATTERS PROPERLY RELATED THERETO**

**WHEREAS**, the City Council for the City of Las Vegas, Nevada (the "Council" and the "City", respectively) has determined the need to establish a new fund for the funding of retiree health and welfare benefits in accordance with Statements No. 43 and No. 45 of the Governmental Accounting Standards Board (GASB) on Other Post-employment Benefits (OPEB); and

**WHEREAS**, Nevada Revised Statutes (NRS) 354.612 and Nevada Administrative Code (NAC) 354.241 require certain information when a new fund is created; and

**WHEREAS**, NRS 287.017 and the regulations issued thereunder require additional information and approvals for trust funds created for OPEB liabilities.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA:**

Section 1. This resolution hereby is designated by the short title the "Creation of OPEB Trust Fund".

Section 2. The Council hereby finds and determines that the public interest require the creation of a new fund to address the requirements of Statements No. 43 and No. 45 of the Governmental Accounting Standards Board (GASB) on Other Postemployment Benefits (OPEB).

Section 3. Requirements for establishment of fund:

(a) Object or purpose of the fund: The purpose of the fund is to accumulate monies for OPEB costs.

(b) Reason for creating the fund: The reason for creating the fund is to accumulate monies for OPEB costs that are required to be recognized pursuant to the GASB statements, thereby providing a separately legal trust to accumulate the assets and generate investment earnings to pay future OPEB costs.

(c) The resources to be used to establish the fund: The initial resources of the fund will be employer contributions, primarily from the General Fund. These contributions, along with estimated investment earnings on the fund's investments,

will enable the Council to fund the OPEB costs.

(d) Declaration as to earnings on the fund: The fund shall be credited with interest earnings on investment of the assets of the fund.

(e) Amount of reserve deemed reasonable and necessary: Periodic actuarial studies will be performed to determine the OPEB liabilities and the amount of reserves to be held in the fund.

Section 4. Requirements of NRS 287.017 and the regulations issued thereunder:

(a) The fund is intended to provide the means to fund OPEB liabilities, is intended to qualify as a non-taxable trust fund under Section 115 of the Internal Revenue Code of 1986, as amended, and is intended to comply with NRS 287.017.

(b) The fund will be an entity separate from the City for the exclusive purpose of providing funds to pay for the post-retirement benefits provided by the employee welfare benefit plans maintained by the City (the "City Plans") and all assets of the fund are and will be irrevocably dedicated to, and shall be used for the exclusive purpose of, providing for the payment of benefits and for paying reasonable expenses of administering the fund , and will not be available to any creditors of the City.

(c) All contributions to the fund, including any interest and income earned on the money in the fund, are held in trust, are irrevocable in nature, and must only inure to the benefit of the designated retiree beneficiaries according to the City Plans.

(d) The sources of money expected to be deposited in the fund are those contributions required by the City Plans.

(e) In accordance with NAC 287.778 (1) (a), an OPEB Board of Trustees hereby is appointed to serve as Trustee of the fund, and will consist of the following members:

City of Las Vegas Chief Financial Officer
City of Las Vegas Director of Human Resources
Barbara Jo Ronemus, Current Retiree

(f) The term of office for the aforementioned members of the OPEB Board of Trustees shall be for a period of two years; subject to renewal, as approved by the Council, for a period of additional two years, but not to exceed a total period of four years.

(g) The powers, duties, rights, and obligations of the OPEB Board of Trustees will conform to the requirements of Section 17(1) of Chapter 287 of the NRS and Chapter 287 of the NAC.

(h) The fund shall be maintained as a separate account and no other funds shall be commingled with the fund, and the fund monies shall not be used to finance debt and shall not be available for loans to other funds.

Section 5. The trust agreement known as the "Trust Agreement for City of Las Vegas, Nevada OPEB Trust Fund," ("Trust Agreement") which reflects the requirements set forth above and attached in form to this Resolution as Exhibit A, hereby is approved and adopted. The Mayor of the

City is hereby authorized and directed to execute Trust Agreement on behalf of the City and such execution shall be attested by the City Clerk.

Section 6. The Chief Financial Officer of the City is authorized and directed to take all action necessary to effectuate the provisions of this resolution, including, without limitation, forwarding all necessary documents to the Executive Director, Department of Taxation, Carson City, Nevada.

Section 7. This resolution shall be effective upon passage and approval.

PASSED, ADOPTED AND APPROVED THIS 16th day of June, 2010.

CITY OF LAS VEGAS

By: _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC, City Clerk

APPROVED AS TO FORM:

_____ 6/4/10
Date

Exhibit A

**Form of**

# TRUST AGREEMENT
# FOR
# CITY OF LAS VEGAS, NEVADA
# OPEB TRUST FUND

## ARTICLE I.

Purpose of the Trust

This Trust is intended to provide the means to fund the post-retirement benefits provided by the employee benefit plans described herein. The Trust is intended to qualify as governmental trust established to provide an essential governmental function under Code Section 115 and is created pursuant to Nevada Revised Statutes § 287.017. The name of this Trust shall be the City of Las Vegas, Nevada OPEB Trust Fund.

## ARTICLE II.

Definitions

When used in this Trust, the following words shall have the following meanings, unless the context clearly indicates otherwise:

2.1 "Benefit Plan" means each of the employee post employment welfare benefit plans maintained by the Employers that are funded through this Trust and that are listed on Exhibit A hereto, which may be amended from time to time.

2.2 "Code" means the Internal Revenue Code of 1986, as amended.

2.3 "Dependents" means any spouse or other dependent of a former or retired employee of an Employer who is eligible to participate in any Plan, to the extent such spouse or other dependent is a "covered dependent" under the terms of the Plan.

2.4 "Effective Date" means the Effective Date of this Trust, which shall be July 1, 2010.

2.5 "Employer" means each entity which is a local government, within the meaning of NRS 354.474, that is or becomes a participating employer in this Trust, as authorized by NAC 287.790(4) and as determined by the Trustee. In addition, each participating Employer must be an entity that is a state, a political subdivision of a state, or an entity the income of which is excluded from gross income under Code Section 115. The participating Employers shall be set forth on Exhibit B hereto, which may be amended from time to time.

2.6 "Investment Plan" means an investment plan developed by the Trustee pursuant to NRS 287.017(2)(g)(1) and NAC 287.788(2).

2.7 "NAC" means the Nevada Administrative Code, as amended from time to time.

2.8 "NRS" means the Nevada Revised Statutes, as amended from time to time.

2.9 "Participant" means any individual who is a former or retired employee of an Employer who is eligible to participate in a Plan and Dependents of such employees and former employees.

2.10 "Trust" and "Trust Fund" mean the Trust, as set forth in and by this document and all subsequent amendments thereto.

2.11 "Trust Sponsor" means City of Las Vegas, Nevada.

2.12 "Trust Year" means the fiscal year ending on June 30 of each year.

2.13 "Trustee" means the person or persons appointed under Article VII and accepting the position as Trustee, and any duly appointed and qualified successor Trustees. The Trustee shall constitute the "board of trustees" as that term is used in NRS 287.017(2)(e).

2.14 Words used in the singular shall include the plural, words used in the plural shall include the singular, and words of one gender shall include other genders when the context so requires.

## ARTICLE III.

Participation

Each Participant who is eligible to participate in a Benefit Plan shall be eligible to participate in this Trust.

## ARTICLE IV.

Contributions

4.1 Determination of Contribution:

(a) This Trust shall be funded by contributions by Participants and/or the Employer, and all such contributions to the Trust, and any earnings on such contributions, shall be irrevocable and shall become the property of the Trust.

(b) Contributions to this Trust shall be made in accordance with, and in amounts prescribed by, the Benefit Plan.

(c) The Employer may annually commission actuarial studies that estimate the liabilities of the Benefit Plans for the ensuing five fiscal years. The Employer shall notify the Trustee of the level of funding it expects to contribute to the Trust Fund.

4.2 Funding Policy: The policy of the Trust Sponsor is that this Trust shall be funded by Participant and/or Employer contributions. Such funding shall be determined pursuant to NAC 287.786(1) in a manner consistent with the Code and any other applicable laws and

regulations, in accordance with generally accepted accounting principles, and on a sound actuarial basis.

4.3 To Whom Contributions are to be Paid: Contributions shall be paid to the Trustees and shall become a part of the Trust Fund. All contributions to the Trust Fund and any earnings thereon shall be used only to:

(a) Provide for the benefits of Participants in accordance with the Benefit Plans; and

(b) Pay the reasonable administrative expenses incident to the provision of those benefits and expenses incurred in the administration of the Trust.

4.4 Corpus of Trust: The Trust shall consist of contributions made to the Trust, together with investments and reinvestments of the proceeds thereof, and all earnings and profits thereon, if any, less any losses, and less any expenses charged and distributions made pursuant to the terms of the Trust.

4.5 Investment of Trust:

(a) In accordance with the purpose of the Trust Fund stated in NRS 287.017(2)(a), the Trust Fund shall invest monies for the purpose of funding all or a portion of the unfunded actuarial accrued liabilities associated with future retirement welfare benefits under the Benefit Plans. The Trust Fund may be used to pay current retirement welfare benefits under the Benefit Plans.

(b) The investment of the assets of the Trust Fund shall be limited to the Retirement Benefits Investment Fund established pursuant to NRS 355.220 and authorized pursuant to NRS 287.017(2)(g)(1).

(c) All interest, earnings, dividends and distributions with respect to the investment of the Trust Fund, less any expenses charged with respect to such investments, must be deposited in the Trust Fund.

(d) The Trust Fund shall be maintained as a separate account and no other funds shall be co-mingled with the funds in the Trust Fund, except to the extent otherwise permitted by NRS 287.017(2)(h) and NAC 287.790(4).

(e) Trust Fund monies shall not be used to finance debt of the Trust Sponsor or any Employer and shall not be available for loans to other funds of the Trust Sponsor or any Employer.

## ARTICLE V.

Payments From Trust

5.1 Payments Directed by Employer: The Trustee must transfer funds from the Trust Fund to the account designated by the Employer upon the request of the Employer's governing

body in accordance with the requirements of the Retiree Benefits Investment Board pursuant to NRS 355.220. The request must include:

(a) An explanation of how the proposed transfer will be used to fulfill the requirements of the Benefit Plans;

(b) A copy of the Employer's approved budget reflecting the authorization of retirement benefits;

(c) Minutes of the meeting of the Employer's governing body during which the transfer was proposed; and

(d) The signature of the chairperson of the Employer's governing body.

If the request and supporting documentation do not meet the criteria of this Section 5.1, the Trustee may delay transfer until the Employer's governing body corrects the request. Payments from the Trust may be made only to the extent that the Benefit Plan benefits for which such payment is made are benefits permitted under the NRS.

5.2 Trust for Exclusive Benefit of Participants; Reversion Prohibited: This Trust has been established for the exclusive benefit of the Participants and their Dependents. Under no circumstances shall any funds contributed to or held by the Trustees at any time revert to the benefit of the Employer, except upon termination of the Trust as provided in Article VIII.

5.3 Transfer of Trust Assets Permitted: Notwithstanding Section 5.2 above, the Employer's governing body may amend the Employer's Benefit Plan to reserve the classification of Participants eligible for benefits under the Trust, and terminate such Participants' participation in the Trust or transfer their coverage to another trust complying with the provisions of NRS 287.017 to the extent permitted under and in compliance with Code Section 115. In the event a classification of Participants is transferred to another such trust, the Trustees may determine the allocable portion of reserves held by the Trust attributable to such transferred Participants and authorize such portion of Trust assets be transferred to the new trust. Any such transferred Trust assets shall be used exclusively for the purpose of providing health and welfare benefits to the Participants so transferred and similarly situated participants. Upon the transfer of such Participants, any and all right of such Participants and their beneficiaries under this Trust shall terminate, except as provided in the Benefit Plan, to the extent not inconsistent with the terms of this Trust, and except as otherwise required by law.

## ARTICLE VI.

Trustees - Appointment, Resignation, and Removal

6.1 Appointment Of Trustees: This Trust shall be administered by three or more Trustees who shall be appointed by the Trust Sponsor's governing body to act in a fiduciary capacity for the beneficiaries of the Trust, pursuant to NRS 287.017(2)(e) and NAC 287.778(1)(a). No member of the Trust Sponsor's governing body that creates the Trust may be appointed as Trustee. By signing this Trust, each Trustee hereby accepts the trusteeship and

agrees to receive and hold the Trust solely for the uses and purposes set forth herein and solely in accordance with the terms hereof.

(a) Pursuant to Section 4.5(b), assets of the Trust Fund shall be invested in the Retirement Benefits Investment Fund established pursuant to NRS 355.220. As a result, the Trust Sponsor's governing body shall appoint at least three but no more than five Trustees who must include:

(1) At least one member who has a combination of education and experience of at least 5 (five) years in finance or economics;
(2) A public officer or employee of an Employer who manages the fiscal affairs of the Employer; and
(3) A beneficiary of the Trust.

(b) A person appointed as a Trustee shall not have a substantial financial interest in the ownership or negotiation of securities or other financial instruments in which monies in the Trust Fund are invested.

(c) Each Trustee shall be appointed for a term of at least two years but not to exceed four years. The Trust Sponsor's governing body may renew the term of any Trustee.

6.2 Resignation, Removal and Substitution of Trustees:

(a) Resignation and Removal: Any Trustee may resign at any time upon 30 days' written notice to the Trust Sponsor's governing body. Any Trustee may be removed with or without cause at any time by the Trust Sponsor's governing body upon 30 days' written notice to such Trustee. The Trust Sponsor's governing body may remove a Trustee if the Trustee fails to attend two consecutive meetings or three meetings during a calendar year. Upon resignation or removal of any Trustee, the Trust Sponsor's governing body shall appoint a successor Trustee who shall have the same powers and duties as are conferred upon the Trustees appointed under this Trust. The Trust Sponsor's governing body may reappoint a Trustee and may alter the composition of the Trustees if required pursuant to Section 6.1.

(b) Successors' Liability: No successor Trustee shall be liable or responsible for any acts or defaults of his or her predecessor or any predecessor co-Trustee, or for any losses or expenses resulting from or occasioned by anything done or neglected to be done in the administration of the Trust prior to his or her appointment as Trustee, nor shall a successor Trustee be required to inquire into or take any notice of the prior administration of the Trust.

6.3 Organization and Operation of Offices of Trustees:

(a) The Trustees may adopt such procedures and regulations as they deem desirable for the conduct of their affairs.

(b) The Trustees shall select a Chairman and Vice Chairman from among their membership.

(c) The Chairman shall preside at all meetings of the Trustees. In case of the absence of the Chairman from any meeting of the Trustees or in case of the inability of the Chairman to act, the Vice Chairman shall perform the duties and acts authorized or required by the Chairman to be performed, as long as the inability of the Chairman to act may continue.

(d) The Trust Sponsor's or the Employer's governing body shall provide the staff necessary to organize and notice meetings of the Trustees, take the minutes of the meetings, receive and disseminate financial reports of financial managers to the Trustees, and prepare financial reports and budgets for the Trustees.

(e) The Trustees shall meet quarterly or at the call of the Chairman whenever business is presented.

(f) A majority of the Trustees shall constitute a quorum of the Trustees for all purposes.

(g) Except as provided in Section 4.5(c), all action by the Trustees at a meeting (and such meeting may be in person or a telephonic meeting) at which a quorum is present shall be by a majority of those present.

(h) Any action to be taken without a meeting (either in person or telephonically) of the Trustees must be approved in writing by all of the Trustees.

(i) Any action of the Trustees must be in writing.

(j) No item of business shall be considered at a meeting of the Trustees unless it shall first have been entered upon the agenda for that meeting, provided, however, that items not appearing on the agenda may be taken up with the approval of a majority of the Trustees present when it has been determined that the matter is an emergency as permitted under NRS Chapter 241.

(k) No member of the Trustees can bind the Trustees by word or action unless the Trustees have designated such member as the Trustees' agent for some specific purpose and for that purpose only.

(l) In the event of a deadlock in any vote of the Trustees with respect to the operation or administration of the Trust, then the matter at issue shall remain in status quo

until the next meeting of the Trustees. If the Trustees do not resolve such deadlock among themselves prior to the next meeting of Trustees, the question or matter shall again be presented at such next meeting. If at such next meeting the Trustees shall still be deadlocked and remain so until such meeting be adjourned, then, upon written notice of any Trustee to the other Trustees, the Trustees shall, within 30 days after receipt of such notice by the Trustees, appoint an independent fiduciary solely for the purpose of deciding upon the deadlocked matter. Such independent fiduciary shall render its decision on the matter, which decision shall be implemented as if decided at a meeting of the Trustees.

(m) Any member of the Trustees may request a roll call vote of the Trustees, which shall be recorded in the minutes of the meeting.

## ARTICLE VII.

Trustees - Duties and Powers

7.1 Duties and Powers of Trustees--In General: Subject to the requirements imposed by law, the Trustees shall be fiduciaries who shall have all powers necessary or advisable to carry out the provisions of this Trust and all inherent, implied, and statutory powers now or subsequently provided by law and shall be subject to the duties imposed on fiduciaries under applicable law. The Trustees shall be responsible for the management and control of the Trust Fund. The Trustees shall formulate and execute appropriate investment policies to govern the Investment Plan of the Trust Fund consistent with the requirements of NRS 287.017 and Sections 4.5(b) or (c) of this Trust. The Trustees shall decide all questions arising in the administration, interpretation, and application of the Trust, except as may be reserved under this Trust to the Trust Sponsor or an Employer. In addition:

(a) As required by NRS 287.017(2)(e)(1), the Trust shall be administered in accordance with generally accepted accounting principles and actuarial studies applicable to the future provision of benefits to Participants;

(b) To the extent required by NRS 287.017(2)(f)(3) or any similar applicable regulation, the Trustees shall cause the Trust to be audited each Trust Year by an independent certified public accountant, and the results of such audit shall be reported to the Employer;

(c) As permitted by NRS 287.017, the Trust Fund assets attributable to the Employer's Benefit Plan or Benefit Plans may be pooled for the purposes of investment with the asset of any other employer and of any other trust fund established pursuant to NRS 287.017; provided, however, that each employer's interest in the Trust (1) is accounted for separately from the interest of any other employer, (2) is used to provide benefits only to the participants covered by the plan or plans of such employer; and (3) is not subject to the liabilities of any other employer.

(d) In accordance with NRS 287.017 and Section 4.1(c) of this Trust, the Trustees shall submit a budget incorporating the level of funding to the Trust Fund to the Employer's governing body for its consideration, approval, and inclusion in the overall tentative and final budgets of the Employer's governing body. The tentative budget submitted by the Trustee must incorporate the amount of contributions to the Trust determined pursuant to NAC 287.786(1). The Employer's governing body may modify its budget at its discretion.

7.2 Duties and Powers of Trustees--Investment: To the extent permitted under NRS 287.017, the Trustees shall have the power to invest and/or reinvest any and all money or property of any description at any time held by them and constituting a part of the Trust, without previous application to, or subsequent ratification of, any court, tribunal, or commission, or any federal or state governmental agency, in such investments as are permitted under the express terms of this Trust.

None of the earnings of the Fund shall inure to the benefit of any Trustee or any private person, except that a Trustee or other individual may be a beneficiary of the Trust through participation in the Benefit Plan. A Trustee shall not be interested, directly or indirectly, as principal, partner, agent or otherwise, in any contract or expenditure created by the Trustees, or in the profits or results thereof.

In addition, to the extent permitted under NRS 287.017 and as provided in NAC 287.790(1)(a), the Trustees shall have the following specific powers:

(a) To invest Trust assets in a "Retirement Benefits Investment Fund" established pursuant to NRS 355.220 and authorized pursuant to NRS 287.017(2)(g)(1) and Section 4.5(b).

(b) To collect and receive any and all money and other property of whatsoever kind or nature due or owing or belonging to the Trust Fund.

(c) To cause any securities or other property to be registered in, or transferred to, the individual name of Trustee or in the name of one or more of its nominees, or to retain them in unregistered form, but the books and records of the Trust shall at all times show that all such investments are a part of the Trust Fund.

(d) To settle, compromise or submit to arbitration any claims, debts or damages due or owing to or from the Trust; to commence or defend suits or legal proceedings whenever, in its judgment, any interest of the Trust requires it; and to represent the Trust in all suits or legal proceedings in any court of law or equity or before any other body or tribunal, insofar as such suits or proceedings relate to any property forming part of the Trust Fund or to the administration of the Trust Fund.

(e) Generally, to do all acts, whether or not expressly authorized, which the Trustee deems necessary, but acting at all times according to the provisions of Nevada law to the extent permitted under NRS 287.017(2)(e), which provides the Trustees

with all powers and duties that may be exercised by a nonprofit corporation under Nevada laws, but prohibits the Trust from borrowing money.

(f) To file any tax returns required of the Trust.

Notwithstanding the above, the Trustees may not deposit the assets of the Trust Fund in the Retirement Benefits Investment Fund established pursuant to NRS 355.220, unless the Trustees obtain an opinion from the Employer's legal counsel that the investment of those Trust assets will not violate the provisions of Section 10 of Article 8 of the Constitution of the State of Nevada. Fiduciary responsibility for assets of the Trust Fund invested in the Retirement Benefits Investment Fund remains with the Trustees and not with the Retirement Benefits Investment Board. In addition, the Trustees have no authority to negotiate or otherwise determine the benefits afforded the beneficiaries of the Trust Fund pursuant to the Benefit Plans.

7.3 Valuation of Trust Fund: As of the last day of each Trust Year, the Trustees shall determine the fair market value of all assets of the Trust Fund.

7.4 Advice and Assistance to Trustees: The Trustees may employ such staff and may contract for the provision of such management, investment and other services, including without limitation, the services of accountants, actuaries and investment managers, as the Trustees determine necessary for the administration of the Trust. In addition, the Trustees may retain and consult with legal counsel, who may be counsel for the Employer or the Trustees' own counsel with respect to the meaning or construction of the Trust or the Trustees' obligations or duties. The Trustees shall be protected from any responsibility with respect to any action taken or omitted by them in good faith pursuant to the advice of such counsel, to the extent permitted by law.

7.5 Records and Accounts of the Trustees: The Trustees shall keep a record of all the Trustees' proceedings and shall keep all such books of account records, and other data as may be necessary in the administration and conduct of this Trust, including records to reflect the affairs of this Trust, to determine the amount of the respective Participants' interests in the Trust Fund, and to determine the amount of all benefits payable under this Trust. Subject to the requirements of law, any person dealing with the Trustees may rely on, and shall incur no liability in relying on, a certificate or memorandum in writing signed by the Trustees as evidence of any action taken or resolution adopted by the Trustees. The Trustees' records and accounts shall be open to inspection by the Employer's governing body at all reasonable times during business hours. The books and records of the Trust shall be kept in accordance with generally accepted accounting principles and the end of the fiscal year of the Trust shall be the Trust Year. After the close of each year of the Trust, the Trustees shall render a statement of assets and liabilities of the Trust Fund for such year.

7.6 Fees and Expenses: The Trustees may be paid such reasonable compensation as provided pursuant to Section 14 of Chapter 287 of the NAC. In addition, the Trustees shall be reimbursed for any necessary and reasonable expenses, including reasonable counsel and accounting fees, as well as the expense of the audit required pursuant to NRS 287.017 and Section 7.1(b) of this Trust, incurred by the Trustees in the administration of the Trust Fund.

Such compensation and expenses may be paid from the Trust Fund. All taxes of any kind that may be levied or assessed under existing or future laws upon, or in respect of, the Trust Fund or the income thereof shall be paid by the Trustees from the Trust Fund.

## ARTICLE VIII.

Continuance, Termination, and Amendment of Trust

8.1 Termination of Trust: This Trust shall continue in full force and effect for such time as may be necessary to accomplish the purposes for which it is created. The expectation of the Trust Sponsor is to continue this Trust indefinitely, but the continuance of the Trust is not assumed as a contractual obligation by any Employer. The right is reserved to each Employer's local governing body to terminate the Employer's participation in this Trust in whole or in part at any time. In addition, the right is reserved to the Trust Sponsor's governing body to terminate this Trust in whole or in part at any time, including the termination of any Employer's participation in this Trust.

8.2 Disposition of Trust Upon Termination: Upon the termination of the Trust, to the extent that the Trust assets are not transferred to a successor trust pursuant to Section 5.3, the Trustee shall hold the Trust Fund until it is completely exhausted by paying those benefits provided under the Benefit Plans and paying the reasonable expenses of the Trust, including expenses incurred in the termination and liquidation of the Trust; provided, however, that upon the complete satisfaction of all obligations under the Benefit Plans and the satisfaction of all liabilities of the Trust, any remaining Trust Fund assets may be transferred to the Employer as determined by the Trustee and in compliance with all applicable laws.

8.3 Amendments to Trust: At any time the Trust Sponsor's governing body may amend this Trust for any purpose by delivering to the Trustees signed copies of such amendment. Such amendment shall be effective as of the date specified by the Trust Sponsor's governing body, or if no date is specified, then on the first day of the next succeeding Trust Year.

## ARTICLE IX.

Miscellaneous

9.1 Trust Not Subject to Creditors' Claims: No assignment of any benefit under the Trust will be recognized or permitted; nor shall any such benefit or any assets of the Trust Fund be subject to attachment, garnishment or the claims of any creditors of any Employer or any Participant or beneficiary of the Trust.

9.2 Text to Control: The headings of articles and sections are included solely for convenience of reference. If any conflict between any heading and the text of this Trust exists, the text shall control.

9.3 Severability: If any provision of this Trust is illegal, invalid or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect the remaining

provisions. On the contrary, such remaining provisions shall be fully severable, and this Trust shall be construed and enforced as if such illegal, invalid or unenforceable provisions never had been inserted in the agreement.

9.4 Applicable Law: All questions, disputes or other issues relating to the Trust including but not limited to the interpretation, administration, operation and/or application of the Trust or its provisions shall be governed by the laws of the State of Nevada.

9.5 Changes in Governing Law: To the extent any provision in this Trust is included in compliance with the requirements of the NRS or the NAC, if any change to such requirement is made in the NRS or the NAC, this Trust Agreement shall be deemed to be amended to the extent required to reflect the corresponding change in the NRS or the NAC, provided that such deemed amendment does not cause the Trust to violate Code Section 115.

9.6 Execution in Counterparts. This Trust may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same agreement (and all signatures need not appear on any one

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counterpart), and this Trust will become effective when one or more counterparts has been signed by each party and delivered to the other party.

This Trust has been executed this _____ day of _____, 2010.

**CITY OF LAS VEGAS**

By: _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
Beverly K. Bridges, MMC, City Clerk

APPROVED AS TO FORM:

_____
Date

**TRUSTEES**

City of Las Vegas Chief Financial Officer
Printed Name: _____
Signature: _____
Date: _____

City of Las Vegas Director of Human Resources
Printed Name: _____
Signature: _____
Date: _____

Printed Name: Barbara Jo Ronemus
Signature: _____
Date: _____

EXHIBIT A
BENEFIT PLANS FUNDED THROUGH TRUST

1. City of Las Vegas Consumer Driven Health Plan

   Health Plan of Nevada, Inc., 10-0 Plan

   Sierra Health and Life Insurance Company, Sierra 2000 Plan

2. State of Nevada Public Employee Benefit Plan (which, as of the effective date of the Trust, is closed to new members)

EXHIBIT B

PARTICIPATING EMPLOYERS

1. City of Las Vegas, Nevada: Participation effective on the original Effective Date of the Trust.

City of Las Vegas Agenda Item No.: **71.**

# *AGENDA SUMMARY PAGE*

## CITY COUNCIL MEETING OF: JUNE 16, 2010

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

**SUBJECT:**
BOARDS AND COMMISSIONS:

TRAFFIC & PARKING COMMISSION - David Stephen Turner, Term Expires 6/19/2010

**Fiscal Impact**

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

**PURPOSE/BACKGROUND:**
The members of this board are appointed by the Mayor and confirmed by the City Council such that one member shall reside in and represent each of the six Wards and one member shall represent the City as a whole. There is no requirement to fill unexpired portions of terms and no limit to the number of terms which may be served. Mr. Turner, a resident of Ward 2, was appointed by Mayor Goodman as the City-wide representative; he is eligible and wishes to be reappointed.

**RECOMMENDATION:**
Procedure for this Board requires appointment by the Mayor with confirmation by the City Council. This seat is for Mayor Goodman's recommendation.
Options are: Reappoint Mr. Turner OR appoint a new City-wide representative to this seat.

**BACKUP DOCUMENTATION:**
1. Current Listing and Authority
2. Memo from Jorge Cervantes, Director, Department of Public Works
3. Board Interest Forms from Audrey Asselin, Trevor Hayes and Michael Anthony Aguilar

# Traffic and Parking Commission

| | Name | | Appointment Date | Expiration Date | Recommended By: |
|---|---|---|---|---|---|
| 1 | **David Stephen Turner**<br>Resident of Ward 2 | **City-Wide Appointment** | 6 /19/2002<br>**Reapp: 5/17/2006** | 6/19/2010 | Mayor |
| 2 | **Bette Craik** | **Ward 1** | 5 /15/2002<br>**Reapp: 4/19/2006 4/21/2010** | 5/15/2014 | Tarkanian |
| 3 | **Martin Esbin** | **Ward 2** | 2 /21/1996<br>**Reapp: 2/16/2000 2/4/2004 1/16/2008** | 2/21/2012 | Wolfson |
| 4 | **Robert Hoban** | **Ward 3** | 12/20/1995<br>**Reapp: 1/5/2000 12/3/2003 11/21/2007** | 12/20/2011 | Reese |
| 5 | **John J. Phillips** | **Ward 4** | 1 /3 /2001<br>**Reapp: 9/15/2004 10/1/2008** | 10/18/2012 | Brown |
| 6 | **Vernell P. McNeal** | **Ward 5** | 5 /18/2005<br>**Reapp: 5/6/2009** | 5/18/2013 | Barlow |
| 7 | **Ed Garcia** | **Ward 6** | 3 /3 /2004<br>**Reapp: 2/6/2008** | 3/3/2012 | Ross |

**(The Sheriff, or his designee (Lt. Susan Leach, LVMPD, 400 Stewart Avenue, Traffic Section, Las Vegas, Nevada 89101-2984 (828-5853) and the Director of Public Works, or his designee, are also voting members.)**

**AUTHORITY:** L.V.M.C. 2.48, Amended by Bill 2001-70, Ordinance 5346, adopted 8-1-2001. Resolution R-34-2002, adopted 6-5-2002, creates a Traffic Signal Capital Improvements Advisory Committee in conjunction with the City's Traffic Signal Capital Improvements Plan.

**TERM:** 4 years. No limit to number of terms. No requirement to fill unexpired portions of terms.

**MEMBERS:** 9 voting members - 7 members of the public, the Sheriff, & Public Works Director.
(Bill #89-72 adopted 1-3-90 increased from 3 to 5 the public members; Ordinance #5258 enacted 10/4/2000 increased the public membership to 7 to include the two new Wards). Seven public members appointed by the Mayor and confirmed by the City Council such that one member shall reside in and be representative of each of the six Council Wards with one member representing the City as a whole. Ex-Officio (non-voting) - Traffic Engineer, City Attorney, Fire Chief, Director of Planning & Development or their designees and other staff members that the City Manager may designate.

**NOTES:** MUST BE CITY OF LAS VEGAS RESIDENT, Ord. 3527.

NO CITY FINANCIAL DISCLOSURE REQUIREMENT per Bill 2001-70, Ordinance 5346, adopted 8-1-2001. (State Financial Disclosure no longer required due to passage of AB611 during 1999 Nevada State Legislature stipulating uncompensated Commissions no longer required to file State form.)

**MEETINGS:** Meets in accordance with a meeting schedule adopted as part of the Rules and Regulations pursuant to 2.48.050, City Hall Council Chambers (Ord 6049)

# Memorandum

City of Las Vegas
Department of Public Works
Administration

To: Beverly K. Bridges
City Clerk

From: Jorge Cervantes J.C.
Director, Department of Public Works

CC: Mr. David Turner
O.C. White, Jr.

Date: May 24, 2010

Re: David Turner - Traffic and Parking Commission Re-Appointment

---

We have contacted Mr. David Turner, whose term on the Traffic and Parking Commission expires on June 19, 2010. Mr. Turner wishes to be appointed to another four-year term on the Commission. He also wishes to remain on the Traffic Signal Capital Improvements Advisory Committee. He has missed one meeting in the last 12 months. I would like to recommend his reappointment.

JC:ps

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2010 JUN -1 A 10:43

# City of Las Vegas
# Board, Commission, or Committee Interest Form

**Name:** Audrey Asselin

**Home Street Address:** 7921 Aviano Pines

**City:** LV **NV** **ZIP Code:** 89129

**Work Street Address:** 1009 Whitney Ranch

**City:** Henderson **ZIP Code:** 89014

**Employer:** TRC **Occupation:** Civil Engineer

**Home Phone Number:** 702.655.1002 **Work Phone Number:** 702.248.6415

**Other Phone Number:** 702.499.2958 (cell) **Email Address:** aasselin@trcsolutions.com

**Please list the boards, commissions, or committees that you are interested in serving on:**

1. Community Development Recommending Board,
2. Conservation District of Southern Nevada, 3. Historic Preservation Commission, 4. Neon Museum Board,
5. Parks & Rec Advisory Commission
6. Planning Commission
7. Redevelopment Agency
8. Regional Flood Control District
9. Traffic & Parking Commission
10. Bus Bench/Shelter Constr. & Maint.

*For office use only*

CLV Y ✓ N ___

Ward 4

Date 1/9/09

**Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):**

APWA Conference Committee

**Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):**

(See Attached as well)

I have lived in the LV area for over 30 years and I have been a part of the growth & development of this town as a Civil Engineer for over 25 years. I care & I want to help.

**Please list any of your relatives or friends that work for the entity in which you would be serving:**

NA

Feel free to attach a resume to this form. Upon submitting this form, all information will be considered public information. This form will be kept on file for 6 months from date of submittal. It is the applicant's responsibility to submit a new form after that time. This form does not constitute an application for employment. Please do not to submit this form electronically. It should be printed, completed and mailed along with a letter and resume.

**Please submit to:**

**City Clerk**
**City of Las Vegas**
**400 Stewart Avenue**
**Las Vegas, NV 89101**

**Fax: (702) 382-4803**

**You may be required to be resident of the City of Las Vegas to serve certain boards, committees, or commissions.*

July 8, 2009

Attachment:

Qualifications to Serve on Boards, Commissions and or Committees:

I have lived in Las Vegas for 33 years and have been involved in the growth and development of the Las Vegas Valley Area with my career of over 25 years in the Civil Engineering and Land Development Industry.

I have been intimately involved in the Entitlement, Design and Construction Management aspects of Private Development as well as numerous Public Facilities here in the valley area.

I can bring the experience of working with Developers and Public Entities to the Boards, Commissions and Committees that I will serve on. My experience has taught me that positive, calculated growth within any entity, whether private business or community development or even personal goals, is paramount, not to just the survival of that entity, but is necessary to the well being and good health of that entity. I can hit the ground running, so to speak, with an understanding of development codes and planning experience and the understanding of what is an appropriate growth direction.

My goal of serving my community is to bring experience and leadership to a position that serves the City Council Members, my community and the greater good of the Las Vegas Valley.

I am in a position personally to be able to dedicate time and effort to the needs of my community, so I'm asking to be placed on any Board, Commission or Committee that may benefit from my experience.

**Audrey Asselin, P.E.**

7921 Aviano Pines Avenue
Las Vegas, Nevada 89129
702-499-2958

## Experience

### TRC (formerly V-Point)

***Engineering Director*** ***4/2007 through present***

- Business Development
- Oversee of Project Entitlements, Project Design and Coordination
- Oversee of Production Group implementing Improvement Plans and all relevant reports and calculations
- Project Scheduling and Client Liaison
- Contract Negotiation, Extra Origination, Contract Management and Billing

### Subdivision Acceptance LLC

***Vice President of Operations*** ***8/2006 through 4/2007***

- Management of Company Start up and Client Base Marketing and Sales
- Business Development
- Oversee of Estimates and Cost Analysis
- General Management / Hiring

### Centex Homes

***Land Development Manager*** ***4/2004 through 7/2006***

- Oversight of Construction Management
- Management of Project Entitlements, Land Construction Budgets, Construction Schedules, Cash Flows and Contractor Performance
- Land Acquisition Analysis, Budgets, Schedules and Pro formas
- Responsibilities included:
  - Land Acquisition research and analysis to help determine profit potential
  - Land Acquisition Pro formas
  - Coordination and Management of Engineering Documents, Entitlements and schedules
  - Value Engineering of each facet of construction for Land Development
  - Contract Negotiation, Budget Management and Management of Cash Flow projections for Land Development
  - Management of Land Construction Schedule to meet the Master Schedule for Vertical Starts and Sales
  - Quarterly analysis of Budgets and the Costs to Complete the project to insure Land Costs were projected correctly through home sales
  - Bond exoneration and utility refund analysis in order to close out jobs and budgets
  - Bi-party and Tri-party contract and budget management
  - Training and protocol development for Forward Planning, Land Development Management and Field Operations

CVL Consultants, Inc

***Senior Project Manager*** ***6/2002 through 4/2004***

- Oversee of Project Entitlements, Project Design and Coordination
- Oversee of Improvement Plans Production and all relevant reports as well as Final Maps
- Project Scheduling and Client Liaison
- Contract and Extra Origination and Contract Management

Civiltec, Inc

***Project Manager*** ***3/1996 through 6/2002***

- Project Design and Coordination
- Tentative Map, Site Planning and Layout, Site Calc'ing and Zoning
- Field Note Reduction
- Sewer / Water Analysis with Report
- Coordination with Hydrology
- Storm Drain Calcs
- Computer Department Manager; Acad, Softdesk Standards
- Client/Architect Coordination and correspondence
- Final Mapping

At Home Mom ***2/1993 through 3/1996***

L.R. Nelson, Inc

***Project Manager*** ***2/1991 through 2/1993***

- Project Design and Coordination
- Site Layout, Planning and Calculating
- Field Note Reduction
- Sewer / Water Analysis with Report
- Coordination with Hydrology and some Storm Drain Calcs
- Computer Department Manager; Acad, Softdesk Standards
- Construction Management in conjunction with Architect for 2 High Schools
- Client/Architect Coordination and correspondence

E. S. I.

***Project Designer*** ***2/1989 through 2/1991***

- Project Design and Coordination
- Field Note Reduction
- Sewer / Water Analysis with Report
- Coordination with Hydrology, some Storm Drain Calcs

L.R. Nelson, Inc

***Designer*** ***7/1987 through 2/1989***

S. E. A.
***Drafter*** ***9/1985 through 7/1987***

J. M. Montgomery Engineers
***Drafter and Runner*** ***9/1983 through 9/1985***

## Relevant Construction Management Projects

- *Santa Bella 3 and 4 Single Family Residential (SFR) Development*
- *Tropical and Lawrence SFR*
- *Robindale Lindale North and South SFR*
- *Nelson Ranch and Nelson Ranch Pump Station SFR*
- *Edna Van Allen SFR*
- *Mesa Verde (Finished Lot Acquisition) SFR*

## Relevant Design Projects

- *Mountain Falls South Master plan Residential Community, Pahrump*
- *First International Bank, Pahrump*
- *Spring Mt. Motorsports Park, Microtel, Pahrump*
- *Wheeler Pass RV Park, Pahrump*
- *Sanders Winery, Pahrump*
- *Gateway Master plan, Pahrump*
- *Duck Creek Apts*
- *Santa Bella 3 and 4 SFR*
- *Tesoro, Terracina, Terrasol Subdivisions*
- *La Cresenta and La Ventina Subdivisions*
- *Grand View Apartments*
- *Martinez Elementary School*
- *Black Mountain, Towncenter LDS Churches*
- *Copper Canyon, Willows At Sunrise, Willows At Lone Mountain Apartments Sites*
- *Edna Garden, Cottonwood At Sunrise, Cottonwood North, Horizon Heights, Fairway Pointe At Queensridge Subdivisions*
- *Horizon Marketplace, Green Valley Business Center, Simmons Market Place Commercial Sites*
- *Las Vegas, Durango, Silverado High Schools*
- *Tate and Snyder Office Building*
- *Valle Verde / Pittman Wash Bridge - Civil Design*
- *Buckingham Estates, South Shore Villas, Copper Ridge Subdivisions*
- *Pecos Road, Windmill Road, Pebble Road*

## Education

University of Nevada, Las Vegas
*Civil Engineering Major*

## Certifications / License

State Of Nevada
*Professional Engineering License 18277*

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2010 MAY 10 A 11:35

# City of Las Vegas
## Board, Commission, or Committee Interest Form

Name: Trevor Hayes

Home Street Address: 3108 Sonia Drive

City: Las Vegas ZIP Code: 89107

Work Street Address: 6060 Elton Ave, Suite A

City: Las Vegas ZIP Code: 89107

Employer: Cooper Levinson Occupation: Attorney

Home Phone Number: 308-9993 Work Phone Number: 366-1125

Other Phone Number: _____ Email Address: thayes@hayeslawnevada.com

Please list the boards, commissions, or committees that you are interested in serving on:

Planning Commission, Redevelopment Agency, CPAC, Downtown Design Review, Historic Preservation, Parks & Rec, Traffic & Parking Community Development Recommending, Neon museum, Neighborhood Parades Fund Arts

*For office use only*
CLV Y ✓ N ___
Ward 2
Date 5/10/2010

**Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):**

City of Las Vegas Collaborative Team for Value Assessment Program Review

**Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):**

**Please list any of your relatives or friends that work for the entity in which you would be serving:**

Feel free to attach a resume to this form. Upon submitting this form, all information will be considered public information. This form will be kept on file for 6 months from date of submittal. It is the applicant's responsibility to submit a new form after that time. This form does not constitute an application for employment. Please do not to submit this form electronically. It should be printed, completed and mailed along with a letter and resume.

**Please submit to:**

**City Clerk**
**City of Las Vegas**
**400 Stewart Avenue**
**Las Vegas, NV 89101**

**Fax: (702) 382-4803**

**You may be required to be resident of the City of Las Vegas to serve certain boards, committees, or commissions.*

Trevor Hayes
Addendum to Application

Please discuss your qualifications to serve on any boards, commissions, or committees:

I have been a Southern Nevada resident since 1992 and have always been interested in bettering the community. Many of my professional jobs have allowed me to take such a role (see attached résumé). After college, I worked as a newspaper reporter for the Associated Press and the Las Vegas Review-Journal before attending law school. After law school I began working for Lionel Sawyer & Collins as an administrative attorney, with a significant focus on local land use and state legislative matters.

The experience I gained representing the private sector before local governments has provided me with experience that would help me to serve the City of Las Vegas in a number of areas. I also represented another Southern Nevada city before the Nevada Legislature, providing me greater insight into city government. While my experience would assist me best on the Planning Commission, I am interested in serving on any of a number of boards.

Additionally, I am a 2005 graduate of the Las Vegas Citizens Leadership Academy. This program was run by the City of Las Vegas and introduced a group of citizens to a wide range of city departments.

# Trevor Hayes

3108 Sonia Drive
Las Vegas, Nevada 89107
thayes@hayeslawnevada.com
(702) 308-9993

## PROFESSIONAL EXPERIENCE:

**Hayes Law** — Las Vegas, NV
*Attorney* — September 2009 – Present
- Owner of a firm practicing administrative law, regulatory law, and legislative advocacy
- Representative clients include a $13 billion international technology company, a real estate developer, and a statewide trade association

**Lionel Sawyer & Collins** — Las Vegas, NV
*Administrative Law Attorney/ Government Affairs Manager* — May 2005 – September 2009
- Managed the state Legislative practice and Carson City office for the state's largest private law firm
- Represented more than 25 clients during two regular and three special sessions of the Legislature
- Drafted proposed legislation, testify before legislative committees, and work with legislators
- Advocated for clients in their interactions with state government entities, such as the Nevada Gaming Commission, Tax Commission, Transportation Authority, etc.
- Obtained permits, licenses, and entitlements from local governments
- Developed and implemented marketing strategies for the firm
- Teaching assistant to Bob Faiss in Boyd School of Law gaming law course
- *Super Lawyers* Rising Star, 2008, 2010, awarded to less than 2.5 percent of attorneys under age 40
- *Las Vegas Business Press* Rising Star of Business, 2007, one of 12 recipients
- Named a legislative standout by the Las Vegas Review-Journal, 2007

**Meetings Media** — San Francisco, CA
*News/Features Editor* — September 2001 – August 2002
- Wrote and edited stories, and managed a team of 20 freelance writers for travel industry magazines

**Las Vegas Review-Journal** — Las Vegas, NV
*Staff Writer* — January 2000 - August 2001
- As a business reporter, covered gaming, labor unions, technology, tourism, retail, and development
- As a suburban government reporter, covered Nevada's second and fourth largest cities
- Received Nevada Press Association, Honorable Mention for best business story

**Associated Press** — Las Vegas, NV
*Reporter* — October 1999 - January 2000
- Wrote breaking news and enterprise stories in Las Vegas for the world's largest news organization

**The Resort at Summerlin** — Las Vegas, NV
*Public Relations Manager* — *April 1999 – October 1999*
- Developed communication strategies, wrote press releases, and served as media contact

**R & R Advertising** — Las Vegas, NV
*Assistant Account Executive* — September 1998 – March 1999
- Wrote press releases, developed communications plans, and garnered media coverage for clients
- Received Association of Business Communicators Award of Merit for work on youth violence campaign

**Freelance Writer** — September 1997 - June 2003
- Wrote feature and news stories for local, regional and international publications
- Wrote a column of my experiences as a law student for vault.com

LEGAL INTERNSHIPS:

**United States Attorney, Northern District of Illinois** — Chicago, IL
*Student Intern* — Spring 2005
- Assisted attorneys in trial preparation through legal research and writing
- Prosecuted petty offense cases

**Northwestern University School of Law** — Chicago, IL
*Bluhm Legal Clinic* — Fall 2004
- Drafted motions, conducted investigations, and interviewed witnesses and clients
- Served as rapporteur at a legal aid conference in Africa, which resulted in a UN resolution

**New York County (Manhattan) District Attorney** — New York, NY
*Intern* — Summer 2004
- Sat second seat at a felony jury trial
- Assisted with and observed suspect interrogations, witness interviews, expert interviews, and trials
- Conducted research on substantive and procedural legal issues in preparation for trials

**United States District Court, District of Nevada** — Las Vegas, NV
*Judicial Extern for Hon. James C. Mahan* — Summer 2003
- Briefed the judge on civil and criminal cases and wrote bench memoranda and orders

**Cook County State's Attorney** — Chicago, IL
*Legal Clerk* — Summer 2003
- Honed legal research, writing and analysis by writing appellate briefs for the criminal appeals division

EDUCATION:

**Northwestern University School of Law** — Chicago, IL
*Juris Doctor* — May 2005
- International Team Project, visited Cuba, Thailand, and Cambodia as part of a comparative law course
- Elected by student body to serve as the Student Bar Association representative to the ABA
- Student Admissions Committee: Interviewed prospective students and planned admitted students' day
- Co-founder Media and Entertainment Law Society
- Illinois Bar Foundation scholarship recipient for Northwestern University School of Law
- Received ABA scholarship to attend the Forum on Communications Law annual conference

**University of Nevada, Las Vegas** — Las Vegas, NV
Bachelor of Arts, Communication Studies – Print Journalism
- Dean's Honor List
- President, Tau Kappa Epsilon social fraternity, named Brother of the Year and Most Inspirational
- Section-editor and staff writer for Rebel Yell student newspaper serving a student body of 20,000

PROFESSIONAL AND CIVIC AFFILIATIONS:
- Board Member, UNLV Alumni Association
- Founding Board Member, UNLV Greenspun School of Journalism Alumni Association
- Nevada Supreme Court Commission on Access to Justice, Subcommittee for Public Awareness
- Pro bono Volunteer, Children's Attorney Project at the Legal Aid Center of Southern Nevada
- Founding Board Member, Nevada Freedom of Information Coalition
- Founder and chairman, UNLV's Runnin' Rebel Ambassadors
- Co-chair of the State Bar of Nevada Young Lawyers Division Charity Golf Tournament
- Graduate, Las Vegas Citizens Leadership Academy
- Member, State Bar of Nevada

Please find attached a City of Las Vegas, board, commission, or committee interest form.

--
Trevor Hayes
3108 Sonia Drive
Las Vegas, NV 89107

Ph: 702-308-9993
Fax: 702-924-2573

RECEIVED
CITY CLERK

2010 MAY 26 A 10:53

# City of Las Vegas
# Board, Commission, or Committee Interest Form

Name: MICHAEL ANTHONY AGUILAR

Home Street Address: 9259 OXBOW LAKE AVENUE

City: LAS VEGAS ZIP Code: 89149-1683

Work Street Address: 17810 MEETINGHOUSE ROAD, SUITE 200

City: SANDY SPRING, MD ZIP Code: 20860
TRANSPORTATION

Employer: MANAGEMENT SERVICES, INC. Occupation: MAJOR EVENT ORGANIZER

Home Phone Number: 702-658-9462 Work Phone Number: 702-302-2936

Other Phone Number: — Email Address: michael.aguilar@fivetoolgroup.com

Please list the boards, commissions, or committees that you are interested in serving on:

TRAFFIC AND PARKING COMMISSION

*For office use only*

CLV Y ✓ N ___

Ward 6

Date 5/28/2010

**Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):**

NONE APPLICABLE

**Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):**

I AM AN EXPERIENCED MAJOR SPECIAL EVENT PROFESSIONAL IN THE AREA OF TRANSPORTATION, TRAFFIC MANAGEMENT AND PARKING. I AM A CREATIVE AND CRITICAL THINKER WHO HAS WORKED SUCCESSFULLY WITH NUMEROUS NATIONAL AND INTERNATIONAL ORGANIZATIONS, AGENCIES AND FIRMS. PLEASE SEE THE ATTACHED CV FOR MORE DETAILS.

**Please list any of your relatives or friends that work for the entity in which you would be serving:**

NONE

Feel free to attach a resume to this form. Upon submitting this form, all information will be considered public information. This form will be kept on file for 6 months from date of submittal. It is the applicant's responsibility to submit a new form after that time. This form does not constitute an application for employment. Please do not to submit this form electronically. It should be printed, completed and mailed along with a letter and resume.

**Please submit to:**

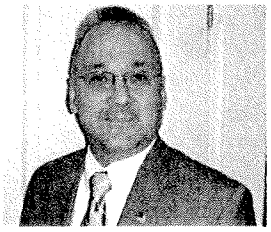
**City Clerk**
**City of Las Vegas**
**400 Stewart Avenue**
**Las Vegas, NV 89101**

**Fax: (702) 382-4803**

**You may be required to be resident of the City of Las Vegas to serve certain boards, committees, or commissions.*

# MICHAEL ANTHONY AGUILAR

9259 Oxbow Lake Avenue
Las Vegas, Nevada 89149-1683 USA
+1.702.658.9462 (h) ♦ +1.702.302.2936 (m) ♦ +44 (0) 793 924 3391 (m)
michael.aguilar@fivetoolgroup.com

## SUMMARY OF QUALIFICATIONS

Experienced special event management executive, with expertise in level of service design, project planning, contract management, operational development, and public agency coordination. Responsible for the design and implementation of numerous successful major event delivery systems, the production of key event communications strategies, and the effective recruitment, training and management of event workforce at all levels.

A strategic and organized professional with over 25 years of proven experience in the design, planning and execution of large-scale, high-profile major special events. Recognized as a creative and critical thinker who excels at strategic planning and detail-driven execution. A natural problem-solver who navigates complex programs and potential crises with a reassuring calm and the clarity necessary to achieve optimal desired results.

A skilled communicator with significant experience representing organizing committees to the International Olympic Committee, the Olympic Council of Asia, National Olympic Committees, International Sports Federations, Special Olympics, Inc., world broadcast & print media organizations and government officials at all levels in Africa, Europe, the Middle East and North America. Experienced in the production of successful proposals to a variety of clients.

## EMPLOYMENT EXPERIENCE

*Transportation Management Services, Inc. ("TMS")* — *April 2008 – Present*
Vice President – Major Events — Las Vegas, USA; London, GBR; Vancouver, CAN;

Vice President of major event division of leading provider of transport management services. Duties include strategic planning, project/contract management, operations oversight, human resources, business development and communications. Director of TMS South African affiliate, delivering transport services for the 2010 FIFA World Cup. Consultant to TMS United Kingdom affiliate in support of services provided to London 2012 Olympics, Glasgow 2014 Commonwealth Games, and Russian Football Union (on FIFA World Cup 2018/22 bid). Provided support for services – 100 vehicles, 200 staff – provided to Sponsors and Cultural Olympiad at 2010 Olympic Winter Games, Vancouver.

*2009 Special Olympics World Winter Games* — *June 2007 – March 2008*
Senior Director, Delegation & Event Services — Boise, Idaho USA

Responsible for the design, planning and execution of Accommodations, Delegation & Family Services, Food Services, Language Services and Transport & Parking. Managed a team of 7 staff/1,000 volunteers in the delivery of a successful 2008 Invitational Winter Games. In February 2009, provided volunteer support to the Vice President of Support Services & Operations at the 2009 World Games, in Accommodations, Food Services, and Event Logistics.

*2006 Doha Asian Games Organising Committee* — *October 2003 – March 2007*
Programme Manager, Transport & Signage — Doha, QAT

Directed a multi-national transport and way-finding signage team of 150, a budget of $60 million and the operation of 2,000+ vehicles. Managed the design, planning and execution of the transport, parking, wayfinding & signage plan, serving 10,300 NOC members, 4,500 Media, 3,000 VIPs, Sponsors and Dignitaries and 15,000 Workforce.

*2003 Special Olympics World Summer Games, Ltd* — *October 2002 – July 2003*
Transportation Project Manager — Dublin, IRE

Responsible for the development and management of the transport project plan for 8,000 athletes, coaches and officials, 1,000 members of the worldwide Media, 2,000 Dignitaries and 7,000 Participant Family members.

*Olympic & Paralympic Winter Games of 2002* — *August 1999 – April 2002*
General Manager of Transportation Operations — Salt Lake City, Utah USA

Developed and managed transport systems for over 5,000 athletes, coaches & officials, and 11,500 members of the worldwide media. Produced all Media and Athlete Bus Systems shuttle schedules. Responsible for an operational team of 1,000, a management team of 8 and a $20+ million budget. Represented SLOC at the Utah DOT TOC.

*2001 Special Olympics World Winter Games* — *November 1999 – March 2001*
Senior Director of Transportation — Anchorage, Alaska USA

Supervised the project team responsible for the development of the transport systems for 3,000 athletes, coaches and officials, 1,000 members of the Media, and 1,000 Dignitaries in Anchorage, Alaska.

*1999 Special Olympics World Summer Games* — *September 1998 – July 1999*
Senior Director of Transportation — Raleigh, North Carolina USA

Managed development and implementation of transport operating plan for over 15,000 participants at the 1999 Special Olympics World Summer Games. Achieved all objectives, on schedule and within budget ($2.25 million).

*Goodwill Games, Inc. – 1998* — *July 1997 – August 1998*
Ground Transportation Manager — New York City, New York USA

Managed event transport operations for the 1998 Goodwill Games in Manhattan and Long Island; achieving all objectives, on schedule and within budget ($1.6 million). Supervised a team of 28 staff and 950 volunteers.

*NBC Olympics Unit – 1996* — *June 1996 – August 1996*
Ground Transportation Manager — Atlanta, Georgia USA

Managed bus system for NBC's 1996 Olympics Client Guest Program, which included the production of daily bus schedules for 50 recliner coach buses, serving 28 venues. Managed budget of $750,000 and team of 53.

*World Cup USA 1994* — *December 1993 – August 1994*
Director of Transportation — Los Angeles, California USA

Managed comprehensive transport operations for World Cup USA 1994; achieved a 17% reduction on a budget of $12 million, in nine U.S. cities. Developed the event Parking and Access Pass program and supervised a team of 20.

*U.S. Olympic Festival – 1987* — *June 1986 – August 1987*
Assistant Transportation Manager — Raleigh, North Carolina USA

Designed, produced and implemented Transport Operations Plan for 1987 United States Olympic Festival.

*Los Angeles Olympic Organizing Committee* — *May 1983 – August 1984*
Senior Transportation Manager — Los Angeles, California USA

Managed a team of 19 and the largest area of all Senior Transportation Managers during the 1984 Summer Olympic Games. Identified all transport staffing requirements, including job descriptions, duties & responsibilities and training.

## SUMMARY OF SKILLS

*Project Management*

- skilled in the development of Concepts of Operations
- experienced in the creation and management of formal event Project Management Plans
- accomplished in the development of comprehensive Functional Area Operational Plans
- proficient in the Contract Management of complex, mission-critical, milestone-based project deliverables
- extensive expertise in policy and procedure development and implementation
- successfully developed and implemented transport plans for Opening / Closing Ceremonies, Congresses, Symposia

*External Relations*

- experienced as a liaison and presenter to the International Olympic Committee, Special Olympics International, the Olympic Council of Asia, National Olympic Committees, International Federations and the International Media
- extensive expertise in the coordination of federal, state and local agencies (represented SLOC at the Utah Department of Transportation Traffic Operations Center - Public Safety Section)
- skilled in the coordination of the efforts of local transit authorities and municipal transport planners
- experience in working with U.S. federal, state and local public safety officials, as well as with An Garda Síochána (the Irish National Police force), the Qatari Ministries of Interior and Education and the South African Police Service

*Human Resources & Training*

- skilled in the identification of event human resources requirements
- complete understanding of job descriptions, duties and responsibilities for event staff/volunteers
- experienced in the recruitment of key event management staff
- qualified in the production and implementation of training programs for event staff/volunteers

*Communications*

- significant expertise in the production of successful proposals to bid & organizing committees, cities, private firms
- skilled in the production of training materials for event workforce (paid, contractor and volunteer)
- experienced in the design, production and implementation of event roadway signage and way-finding packages (including coordination with public agencies)
- proficient in the design, development and production of event communications materials
- practiced in the development and implementation of Public Information campaigns in support of major special events
- experienced in the development of event Venue Parking and Access Pass Systems

*Fleet Planning & Operations*

- skilled in the development of computer models predicting event vehicular requirements
- extensive expertise in the development of comprehensive Bus and Motor Pool Systems Operations plans
- accomplished in the production of shuttle schedules for special event Media and Athlete Systems
- skilled in the creation of event bus shuttle schedules and daily bus orders

## Summary of Successful Event Experience

- **2010 Olympic Winter Games** | Senior Advisor, Marketing Partner Services – Vancouver, BC CAN (TMS)
- **2009 Special Olympics World Winter Games** | Senior Advisor, Support Services – Boise, Idaho USA (Games Organizing Committee)
- **2008 Special Olympics Invitational Winter Games** | Senior Director of Delegation & Event Services – Boise, Idaho USA (Games Organizing Committee)

- **2006 15th Asian Games – Doha** | Programme Manager, Transport, Parking Way-finding & Signage – Doha QAT (Doha Asian Games Organizing Committee)
- **2005 3rd West Asian Games – Doha** | Programme Manager, Transport, Parking Way-finding & Signage – Doha QAT (Doha Asian Games Organizing Committee)
- **2003 Special Olympics World Summer Games** | Transportation Project Manager – Dublin IRE (Games Organizing Committee)
- **2002 Olympic and Paralympic Winter Games** | General Manager, Transportation Operations – Salt Lake City, Utah USA (Salt Lake Organizing Committee)
- **2001 Special Olympics World Winter Games** | Senior Director of Transportation – Anchorage, Alaska USA (Games Organizing Committee)
- **1999 Special Olympics World Summer Games** | Senior Director of Transportation – Raleigh, North Carolina USA (Games Organizing Committee)
- **1998 Goodwill Games** | Ground Transportation Manager – Atlanta, Georgia and New York, New York USA (Organizing Committee)
- **1996 Summer Olympic Games (NBC Corporate Client Program)** | Client Program Transportation Manager – Atlanta, Georgia USA (National Broadcasting Company)
- **1994 FIFA World Cup** | National Director of Transportation – Los Angeles, California USA (Organizing Committee)
- **1987 U.S. Olympic Festival** | Transportation Manager – Raleigh, North Carolina USA (Organizing Committee)
- **1984 Summer Olympic Games** | Senior Transportation Manager – Los Angeles, California USA (Los Angeles Olympic Organizing Committee)

## EDUCATIONAL EXPERIENCE

*The Ohio State University* — *September 1995 to June 1997*
Graduate Program, Department of Philosophy — Columbus, OH USA

*California State University, Bakersfield* — *September 1988 to June 1995*
Bachelor of Arts in Philosophy (Cum Laude) — Bakersfield, CA USA
1995 Outstanding Graduate in Philosophy and Religious Studies

*Bakersfield Community College* — *January 1985 to June 1988*
Associate in Arts (Honors Graduate) — Bakersfield, CA USA

## PROFESSIONAL REFERENCES (additional available upon request)

Alan Shaw
Event Planning & Integration Concepts
ashaw@epic-usa.com

Jon-Paul St. Germain
Special Olympics, Inc.
JStGermain@specialolympics.org

Alan Edmondson
Olympic Delivery Authority
alan.edmondson@london2012.com

Matthew F. Lehman
Sorenson Capital
mlehman@sorensoncap.com

Khalid Ali Abdulla Abel
Qatar Ministry of Foreign Affairs
khalidabel@hotmail.com

John Paul Giancarlo
International Olympic Committee
john-paul.giancarlo@olympic.org

City of Las Vegas Agenda Item No.: **72.**

# *AGENDA SUMMARY PAGE*

## CITY COUNCIL MEETING OF: JUNE 16, 2010

**DEPARTMENT: CITY ATTORNEY**
**DIRECTOR: BRADFORD R. JERBIC** ☐ **Consent** ☒ **Discussion**

**SUBJECT:**
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS 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 the Full Council for review, hearing and final action at the June 16, 2010 City Council meeting.

First Reading – 5/19/2010; First Publication – 6/4/2010

**BACKUP DOCUMENTATION:**
1. Bill No. 2010-22
2. Business Impact Statement
3. Submitted at Meeting – Report on Proposed Amendments to Title 30 by Deputy City Attorney Jim Lewis
4. Verbatim Transcript

**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:**<br>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:<br>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;<br>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<br>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

Clark County, Nevada

# Guidelines for Amending Title 30 of the Unified Development Code of Clark County, Nevada to Provide for Community Residences

Prepared for the Board of County Commissioners
Clark County, Nevada

Prepared by

Daniel Lauber, AICP

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July 26, 2006

Submitted at City Council
Date 6/16/10 Item 72

## Introduction

This report explains the rationale for the proposed text amendments to Title 30 of the *Unified Development Code* of Clark County, Nevada, to make further reasonable accommodations for community residences for people with disabilities. The recommended zoning approach is based upon a careful review of:

1. The goals, objectives, and policies of the *Clark County Comprehensive Plan;*
2. The Fair Housing Amendments Act of 1988 (FHAA) which became effective March 12, 1989 and amended Title VIII of the Civil Rights Act of 1968, 42 U.S.C. Sections 3601–3619 (1982);
3. Report No. 100–711 of the House Judiciary Committee interpreting the Fair Housing Amendments Act of 1988;
4. The HUD regulations implementing the amendments, 24 C.F.R. Sections 100–121 (January 23, 1989);
5. Sound city planning and zoning principles and policies;
6. The functions and needs of community residences and the people who live in them;
7. The existing provisions of Title 30 of Clark County's *Unified Development Code;*
8. Existing Nevada state law regarding community residences, particularly NRS 278.021, NRS 449.008, NRS 449.009, NRS 449.0108, NRS 449.0115, NRS 449.017; and
9. Case law interpreting the 1988 Fair Housing Act amendments relative to community residences for people with disabilities.

## Community Residences

People with substantial disabilities often need a living arrangement where they receive staff support to engage in the everyday life activities most of us take for granted. These sorts of living arrangements fall under the broad rubric "community residence" — which reflects that these are residences in the community rather than institutional uses. Community residences seek to achieve "normalization" of their residents and incorporate them into the social fabric of the surrounding community. Community residences are operated under the auspices of a legal entity such as a non–profit association, for–profit private care provider, or a government entity. A community residence does *not* include groups of unrelated individuals, with or without disabilities, who establish a single housekeeping unit on their own or with the assistance of their parents or legal guardians, even if support staff is present. Such residences, if they fit within the definition of "family" will be permitted uses without the requirements imposed by these proposed changes to the county's *Unified Development Code.* Within the broad category of community residences are two types of living arrangements that warrant slightly different zoning treatments tailored to their specific characteristics:

1. "Family community residences," which include such uses commonly known as group homes and recovery communities, and
2. "Transitional community residences," which include such uses commonly known as halfway houses.

The 1988 amendments to the nation's Fair Housing Act prohibit discrimination in housing against people with disabilities and require all jurisdictions to make a "reasonable accommodation" in their laws, rules, and regulations to enable people with disabilities to live in the community. The act recognizes that many people with disabilities require a "supported living arrangement" with staff support in order to live in the community rather than an inappropriate and excessively restrictive institutional setting. Consequently, the act requires all cities, counties, and states to allow for community residences (group homes, recovery homes, and halfway houses) for people with disabilities by making some exceptions in their zoning ordinance provisions that, for example, may limit how many unrelated people can live together in a dwelling unit or even prohibit unrelated individuals from living together. People *without* disabilities and people with disabilities who pose "a direct threat to the health or safety of others" are not covered by the 1988 amendments to the Fair Housing Act. Therefore, cities do not have to make the same zoning allowances for them as they do for people with disabilities who do not pose "a direct threat to the health or safety of others."

## Family Community Residences

A family community residence offers a relatively permanent living arrangement for people with disabilities that emulates a family, and is operated under the auspices of an association, corporation, or other legal entity other than the residents themselves or their parents or individual legal guardians. Residence, *not* treatment is the home's primary function. There is no limit to how long a resident can live in a family community residence. Tenancy is measured in years, not months. Family community residences are most often used to house people with developmental disabilities (mental retardation, autism, etc.), mental illness, physical disabilities including the frail elderly, and individuals in recovery from addiction to alcohol or drugs (legal or illegal) who are not currently "using."

Family community residences are often called "group homes" and, in the case of people with alcohol or drug addictions, "recovery communities." Their key distinction from "transitional community residences," is that people with disabilities can live in a family community residence for years, not months or weeks. In a nation where the typical household lives in its home for five to seven years, these are long-term, relatively permanent residences. There is no limit on how long someone can dwell in a family community residence as long as they obey the rules and do not constitute a direct threat to others or themselves.

To be successful, a community residence must be located in a conventional residential neighborhood so that "normalization" can take place. The underlying rationale for a community residence is that by placing people with disabilities in as "normal" a living environment as possible, they will be able to develop to their full capacities as individuals and

citizens. The atmosphere and aim of a community residence is very much the opposite of an institution.

The family community residence emulates a family in most every way. **The activities in a family community residence are essentially the same as those in a dwelling occupied by a biologically–related family.** Essential life skills are taught, just like we teach our children. Most family community residences provide "habilitative" services for their residents to enable them to develop their life skills to their full capacity. Habilitation involves *learning* life skills for the first time as opposed to rehabilitation which involves *relearning* life skills.

**Direct threat exclusion**

Individuals with disabilities who "constitute a direct threat to the health or safety of others" are not covered by the Fair Housing Amendments Act of 1988. 42 U.S.C. § 3602(f)(9) (1988). Consequently, the licensing rules that prohibit such individuals from living in community residences are legal.

While recovery communities are like group homes in most respects, they tend to engage more in rehabilitation where residents relearn the essential life skills we tend to take for granted, although for some very long–term alcoholics or drug addicts, they may be learning some of these life skills for the very first time. Recovery communities are often referred to as "three–quarter houses" because they are more family–like and permanent than the better known "halfway houses" which fall under the rubric "transitional community residence." The residents periodically elect officers who act in the parental role while the other residents are in the role of siblings. In a group home, staff functions in the parental role.

Interaction between the people who live in a family community residence is essential to achieving normalization. The relationship of a community residence's inhabitants is much closer than the sort of casual acquaintances that occur between the residents of a boarding or lodging house where interaction between residents is merely incidental. In a community residence, family and transitional, the residents share household chores and duties, learn from each other, and provide one another with emotional support — family–like relationships not essential for nor present in lodging houses, boarding houses, fraternities and sororities, and institutions.

Family community residences comply with the purpose statements for each of Clark County's residential districts as stated in Chapter 30.40. Even before passage of the 1988 amendments to the Fair Housing Act, most courts concluded that family community residences for people with disabilities should *not be excluded* from any residential zoning districts.

## Transitional Community Residences

In contrast to the group homes and recovery communities that fall under the rubric "family community residence," transitional community residences such as halfway houses are a comparatively temporary living arrangement that is not quite as family–like as a group home or recovery community. Residency is measured in weeks or months, not years. Nearly all halfway houses impose a limit on how long someone can live there.

A halfway house offers a temporary living opportunity in the community for individuals who need supportive living while they prepare to reenter society and live on their own or with their family. The residents need to *relearn* life skills they may have lost — halfway houses offer rehabilitative services rather than habilitation. Like all community residences, a halfway house is operated by some legal entity such as a non–profit association, a for–profit company, or a government agency. Typical of the people with disabilities who need a halfway house are people with mental illness who leave an institution and need only a short stay in a community residence before moving to an even less restrictive living environment. Similarly, people recovering from addictions to alcohol or drugs follow detoxification in an institution with residency in a halfway house until they are capable of living in a recovery community or other less restrictive environment.

Halfway houses are also used for prison pre–parolees. However, such individuals are *not*, as a class, people with disabilities. Zoning can be more restrictive of halfway houses for them since they are not covered by the Fair Housing Act. Clark County's current zoning provides for such halfway houses as "custodial institutions." Because prison pre–parolees are not, as a class, "handicapped," the proposed ordinance amendments do not suggest any changes in the current zoning treatment for them which requires a special use permit in residential districts.

Halfway houses are residential uses that must locate in residential neighborhoods if they are to succeed. But since they do not emulate a family as closely as a group home or recovery community does, and the length of tenancy is relatively temporary, it is likely that a jurisdiction can require a special use permit for halfway houses in single–family districts while allowing them as a conditional use in multiple family districts. (The two requisite conditions are explained later in this document.) However, it is important to remember that a special use permit cannot be denied on the basis of neighborhood opposition rooted in unfounded myths and misconceptions about the residents of a proposed halfway house.

# Rational Foundations for Regulating Community Residences

No small land use has been studied as much as community residences. To understand the rationale for the guidelines for regulating community residences that are suggested in this report, it is vital to review what is known about community residences related to their appropriate location, number of residents needed to succeed both therapeutically and financially, means of protecting their vulnerable populations from mistreatment or neglect as well as excluding dangerous individuals from living in them, and their impacts, if any, on the surrounding community.

## Relative location of community residences

Researchers have found that some community residence operators will locate their community residences close to other community residences, especially when zoning does not allow community residences for people with disabilities in all residential districts. They tend to be clustered in

nonwhite, lower income, or older neighborhoods and in areas around colleges. *See* General Accounting Office, *Analysis of Zoning and Other Problems Affecting the Establishment of Group Homes for the Mentally Disabled* (August 17, 1983) which found that 36.2 percent of the group homes for people with developmental disabilities surveyed were located within two blocks of another community residence or an institutional use. At 19. *Also see* D. Lauber and F. Bangs, Jr., *Zoning for Family and Group Care Facilities* at 14; and *Family Style of St. Paul, Inc., v. City of St. Paul,* 923 F.2d 91 (8th Cir. 1991) where 21 group homes that housed 130 people with mental illness were established on just two blocks.

NOT APPLICABLE DUE TO HOLDING IN: NEVADA FAIR HOUSING CENTER V. CLARK COUNTY 565 F. SUPP. 2d 1178 (2008) INVALIDATING NRS 278.0238 - NRS 278.02388

**Limitations Due to Nevada State Law**

While the most proper approach is to distinguish between family and transitional community residences, Nevada state law requires that "halfway houses for recovering alcohol and drug abusers" be included in the definition of "single-family residence." NRS 278.021

Due solely to this state law, the recommendations contained in this report will not distinguish between family and transitional community residences. Instead the report proposes a single zoning category of community residences.

## Why clustering is detrimental

Placing community residences too close to each other can easily hinder their ability to achieve normalization for their residents and create a *de facto* social service district. In today's society, people tend to get to know nearby neighbors on their block face within a few doors of their home (unless they have children together in school or engage in jogging). Neighbors that close to a community residence serve as role models to the community residence dwellers.

For normalization to occur, it is essential that people who live in community residences have such so–called "able–bodied" neighbors as role models. But if another community residence is opened very close to an existing group home — such as next door or even on the same block — it will replace the "able–bodied" role models with other people with disabilities and quite possibly hamper the normalization efforts of the existing community residence. Clustering a number of community residences on the same block not only undermines normalization but could inadvertently create a *de facto* social service district and alter the purely residential character of the neighborhood. All the evidence recorded to date shows that **one or two community residences for people with disabilities on a block do not alter the purely residential character of a neighborhood.** *See* General Accounting Office, *Analysis of Zoning and*

*Other Problems Affecting the Establishment of Group Homes for the Mentally Disabled* 27 (August 17, 1983).

As long as community residences are not clustered on the same block (the idea is to assure there are at least several lots between community residences on a linear block) they will not generate these adverse impacts. Consequently, it is reasonable to require a spacing distance between community residences that keeps them about a block apart in terms of actual walking distance along public rights of ways.

If the operator of a proposed community residence wishes to locate it within the spacing distance, then the heightened scrutiny of a special use permit is warranted so the county can evaluate the cumulative effect of locating so close to an existing community residence.

## Measuring the spacing distance

To avoid any ambiguity, when a community residence is proposed, this spacing distance is measured from the front door of the closest community residence along the public right of way. The idea is to measure the actual distance people would have to walk to go from one community residence to another, as opposed to measuring as the crow flies. Therefore, it is necessary for the operator of every proposed community residence to complete the *Zoning Compliance Application* form that is recommended for Clark County's use so the county can measure spacing distances from existing community residences. The county should also establish a database and map of the locations of all existing community residences so it can apply the spacing distance to any new proposed community residence.

## The technical explanation

Normalization and community integration require that persons with disabilities severe enough to require a supportive living arrangement like a community residence be absorbed into the neighborhood's social structure. Generally speaking, the existing social structure of a neighborhood can accommodate no more than one or two community residences on a single block. Neighborhoods seem to have a limited absorption capacity for service–dependent people that should not be exceeded. Kurt Wehbring, *Alternative Residential Facilities for the Mentally Retarded and Mentally Ill* 14 (no date) (mimeographed).

Social scientists note that this capacity level exists, but an absolute, precise level cannot be identified. Writing about service–dependent populations in general, Jennifer Wolch notes, "At some level of concentration, a community may become saturated by services and populations and evolve into a service–dependent ghetto." Jennifer Wolch, "Residential Location of the Service–Dependent Poor," 70 *Annals of the Association of American Geographers*, at 330, 332 (Sept. 1982).

According to one leading planning study, "While it is difficult to precisely identify or explain, "saturation" is the point at which a community's existing social structure is unable to properly support additional residential care facilities [community residence]. Overconcentration is not a constant but varies according to a community's population density, socio–economic level, quantity and quality of municipal services and other characteristics." There are no universally accepted criteria for

determining how many community residences are appropriate for a given area. S. Hettinger, *A Place They Call Home: Planning for Residential Care Facilities* 43 (Westchester County Department of Planning 1983). See also D. Lauber and F. Bangs, Jr., *Zoning for Family and Group Care Facilities* at 28.

This research suggests that there is a legitimate government interest in assuring that group homes do not cluster on a block or in a neighborhood. While the research on the impact of group homes makes it abundantly clear that group homes a block or more apart produce no negative impacts, there is very credible concern that group homes located more closely together on the same block can generate adverse impacts on both the surrounding neighborhood and on the ability of the group homes to facilitate the normalization of their residents, which, after all, is their raison d'être.

## Maximum number of residents

The majority view of the courts, both before and after enactment of the Fair Housing Amendments Act of 1988, is that community residences constitute a functional family and that zoning should treat the occupants of a community residence as a "family," albeit with appropriate regulations. Still, the U.S. Supreme Court has ruled that a jurisdiction can establish a cap on the number of *unrelated* persons who can occupy a dwelling unit. *Belle Terre v. Borass,* 416 U.S. 1 (1974). The Fair Housing Act requires jurisdictions to make a reasonable accommodation for community residences for people with disabilities by making exceptions to these caps.

In *Belle Terre*, the Court upheld this Long Island resort community's zoning definition of "family" that permitted no more than two unrelated persons to live together. It's hard to quarrel with the Court's concern that the specter of "boarding housing, fraternity houses, and the like" would pose a threat to establishing a "quiet place where yards are wide, people few, and motor vehicles restricted.... These are legitimate guidelines in a land–use project addressed to family needs...." *Id.* at 7–9.

Clark County would be within its legal rights to establish a *cap* on the number of unrelated persons allowed to live together in a dwelling unit like the vast majority of U.S. cities and counties already do. A cap of four or five unrelated individuals should allow for a reasonable number of roommates. Language implementing this approach appears in the proposed set of zoning amendments.

Unlike the six sociology students who rented a house during summer vacation in Belle Terre, Long Island, a community residence is not a home for transients, and is very much the antithesis of an institution. Consequently, the majority of state and federal courts have treated community residences as "functional families" that should be allowed in single–family zoning districts despite zoning ordinance definitions of "family" that place a cap on the number of unrelated residents in a dwelling unit. In a very real sense, the FHAA essentially codifies the majority judicial treatment of zoning ordinance definitions with "capped" definitions of "family."

*It is important to remember, however, that no matter what the cap is, the housing or building code that applies to all residential uses ultimately limits the number of residents in any type of residence as discussed below.*

The U.S. Supreme Court brought this point home in its 1995 decision in *Edmonds v. Washington State Building Code Council*, 115 S.Ct. 1776 (1995). There the Court ruled that housing codes that "ordinarily apply *uniformly* to *all* residents of *all* dwelling units ... to protect health and safety by preventing dwelling overcrowding" are legal, *Id.* at 1781 [emphasis added]. Zoning ordinance restrictions that focus on the "composition of households rather than on the total number of occupants living quarters can contain" are subject to the Fair Housing Act. *Id.* at 1782.

## Protecting the residents and neighbors

People with disabilities who live in community residences constitute a vulnerable population that needs protection from possible abuse and exploitation. Community residences for these folk need to be regulated to assure that their residents receive adequate care and supervision. Licensing and certification are the regulatory vehicles used to assure adequate care and supervision. Sometimes a state hasn't established licensing or certification for a particular population served by group homes. In these situations, certification by an appropriate national certifying organization or agency that is more than simply a trade group should be used in lieu of formal licensing. Licensing or certification also tends to prohibit from community residences people who pose a "direct threat" to others or themselves, or to property. As explained earlier, such people are not covered by the Fair Housing Act.

Therefore, it is reasonable to require that a community residence or its operator be licensed by the State of Nevada. If state licensing does not exist for a particular type of community residence, the residence can meet the certification of an appropriate national certifying agency, if one exists, or is otherwise sanctioned by the federal or state government. If there is no governmental or quasi-governmental body that requires licensing or certification for a particular type of community residence, then the heightened scrutiny of a special use permit is warranted so the county can make sure that the residents of a proposed home are protected.

Credible concerns exist that some supposed recovery communities and halfway houses are not the sober living environments they purport to be. Because people recovering from drug and/or alcohol addiction who live in recovery homes and halfway houses are a vulnerable population, the proposed amendments include a provision to assure that such individuals living in recovery communities and halfway houses actually receive appropriate treatment and remain clean and sober while living in their recovery home or halfway house.

## Impacts of community residences

The impacts of most types of community residences have been studied more than those of any other small land use. **More than 50 statistically-valid studies have found that community residences that meet the health and safety standards imposed by licensing and that are not clustered on a block produce no adverse impacts on the surrounding neighborhood.** They do not affect property values, nor the ability to sell even the houses adjacent to them. They do not affect

neighborhood safety nor neighborhood character — as long as they are licensed and not clustered on a block. They do not create excessive demand on public utilities, sewer systems, water supply, street capacity, or parking. They do not produce any more noise than a conventional family of the same size. All told, licensed, unclustered group homes and halfway houses have consistently been found to be good neighbors.

Clustering community residences only undermines their ability to achieve their essential goals of normalization and community integration. A community residence needs to be surrounded by so–called "normal" or conventional households, the sort of households this living arrangement seeks to emulate. Clustering community residences adjacent to one another or on the same block increases the chances that their residents will interact with other service–dependent people living in a nearby community residence rather than conventional households with non–service dependent people.

Appendix 2 proffers an annotated bibliography of representative studies. The evidence is so overwhelming that few studies have been conducted in recent years since the issue is pretty much settled: community residences that comply with the health and safety standards imposed by licensing and that are not clustered on a block simply do not generate any adverse impacts on the surrounding community.

## Recommended regulatory approach

The 1988 amendments to the federal Fair Housing Act require all government jurisdictions to make a "reasonable accommodation" in their zoning codes and other rules and regulations to enable group homes and other community residences for people with disabilities to locate in the residential districts where they belong.

Currently, Clark County's *Unified Development Code* (§30.56.130) allows up top six unrelated adults to occupy a dwelling unit — a larger number than most jurisdictions allow. The amendments proposed here establish a reasonable cap of four unrelated individuals as the maximum number of unrelated individuals who can live together in a dwelling unit. The proposed amendments also allow for the reasonable accommodation that the Fair Housing Amendments Act of 1988 (FHAA) requires when more than four unrelated individuals with disabilities wish to live in a community residence. The FHAA does not require jurisdiction to allow community residences for persons who do *not* have disabilities.

As discussed earlier, the U.S. Supreme Court has determined that a jurisdiction is certainly within its legal rights to place a cap on the number of unrelated people allowed to occupy a dwelling unit.

Like any other dwelling, when a community residence — whether it be "family" or "transitional" — complies with the cap on the number of unrelated persons that constitutes a "family" under the zoning code definition of "family," it is allowed as of right in all residential districts. No additional zoning restrictions can be imposed on them. Licensing cannot be required; a spacing distance cannot be imposed.

But when a community residence houses more unrelated individuals than the zoning code definition of "family" allows, a jurisdiction must make a "reasonable accommodation" to enable these homes to locate in

the residential districts in which they belong. A thorough review of case law suggests that any reasonable accommodation must meet three tests:

- ❑ The proposed zoning restriction must be intended to achieve a legitimate government purpose.
- ❑ The proposed zoning restriction must actually achieve that legitimate government purpose.
- ❑ The proposed zoning restriction must be the least drastic means necessary to achieve that legitimate government purpose.

In *Bangerter v. Orem City Corporation,* the federal Court of Appeals said the same thing a bit differently, "Restrictions that are narrowly tailored to the particular individuals affected could be acceptable under the FHAA if the benefits to the handicapped in their housing opportunities clearly outweigh whatever burden may result to them." 46 F.3d 1491 (10th Cir. 1995) at 1504.

The proposed zoning amendments seek to enable community residences to locate in all residential zoning districts through the least drastic regulation necessary to prevent clustering (which undermines the ability of community residences to achieve their purposes and function properly and to maintain the residential character of a neighborhood) and to protect the residents of the community residences from improper or incompetent care and from abuse. They are narrowly tailored to the needs of the residents with disabilities to provide greater benefits than any burden that might be placed upon them.

As discussed earlier, due to existing Nevada state law, zoning codes for [redacted] cannot distinguish between family community residences and [redacted] residences as the most proper approach would. They must be treated the [redacted] under current state law.

## Proposed zoning treatment, Part 1: Community residences as a conditional use

To make this reasonable accommodation when more than four unrelated people with disabilities wish to live in a community residence, these proposed zoning ordinance amendments make community residences for people *with* disabilities, a conditional use in all Clark County zoning districts where residential uses are currently allowed, subject to two objective, nondiscretionary administrative criteria:

1. The operator of the community residence itself must receive any license or certification required by the State of Nevada or Clark County, or certification or recognition from an appropriate national or state accrediting agency, to operate the proposed family community residence; and
2. The proposed community residence is not located within a rationally-based spacing distance of one typical block, 660 feet, of an existing community residence as measured from front door to front door along the public right of way.

The proposed amendments include language that allows for a shorter spacing distance when barriers exist between the homes that have the same effect as the 660 foot spacing distance.

The term "recognition from an appropriate national or state accrediting agency" is suggested due to the unique situation of Oxford House, a self-governing recovery community recognized and funded through the states by the federal government. Oxford Houses do not require a state license.

## Special use permit backup

There will be times when an operator seeks to establish a new community residence for five or more people within the spacing distance of an existing community residence or the state, county, or federal government do not run a license, certification, accreditation, or recognition program for this type of residence. In these situations, the heightened scrutiny provided by special use permit review is warranted. There are two circumstances under which a special use permit could be sought:

***(1) Locating Within the Spacing Distance.*** To determine whether a community residence should be allowed within the spacing distance from an existing community residence, the county needs to consider whether allowing the proposed community residence will hinder the normalization for residents in the existing community residence and whether the proposed community residence would actually alter the character of the neighborhood, in addition to the county's standard criteria for issuing a special use permit.

***(2) When the State of Nevada, Clark County, or the Federal Government Does Not Operate a Licensing, Certification, Accreditation, or Recognition Program.*** If a community residence operator seeks to establish a community residence in Clark County for which there is no state or federal licensing or certification requirement, the proposed zoning amendments allow the proposed community residence only if the operator demonstrates that the proposed community residence largely complies with state, county, or federal licensing certification, or accreditation standards for a comparable type of community residence for which licensing, certification, or accreditation is required.

If a required state, county, or federal license, certification, accreditation, or recognition has been denied to a proposed community residence or its operator, it would be ineligible for a special use permit and could not be located in Clark County.

It is vital to stress that the decision on a special use permit must be based on a record of factual evidence and not on the basis of neighborhood opposition rooted in unfounded myths and misconceptions about people with disabilities.

## Maximum number of occupants in a community residence

Nevada state statute sets the maximum number of individuals who can live in a community residence at ten. NRS 278.021. Even with that state–imposed cap, it is well–established that the number of residents cannot exceed the number permissible under the applicable building or housing code. For example, if the applicable housing or building code limits the number of residents in a dwelling unit to six, then even if used as a community residence, no more than six people could live there.

Under fair housing case law, it is quite clear that *for determining the maximum number of occupants,* community residences are to be treated the same as single–family residences (or multiple–family when the *structure* is a multiple–family building). Please note that many building codes improperly impose additional requirements on community residences such as sprinkler systems, a fire alarm hard–wired to the local fire department, or "exit" signs. To be legal, these additional requirements must be based on demonstrable facts, not on myths or misconceptions about people with disabilities.

In Nevada, the state has established minimum room sizes and occupancy standards for many types of community residences. These state–imposed standards supersede local housing codes. Clark County is obligated to comply with the state standards.

## Other zoning regulations for community residences

All other regulations of the zoning district apply to a community residence including height, lot size, yards, building coverage, habitable floor area, off-street parking, and signage. Residents of most community residences do not drive cars. Consequently, there is no reason to require more off-street parking for a community residence than for a single–family house, assuming the community residence is located in a single–family house. No amendments for off–street parking are necessary. Like all zoning restrictions on community residences, parking requirements must be factually–based.

# Summary

The proposed regulatory approach offers the least restrictive means needed to achieve the legitimate government interests of protecting people with disabilities from unscrupulous operators and assuring their health and safety needs are met, and enabling normalization to occur by preventing clustering on a block. These provisions help assure that no adverse impacts will be generated. Compliance with these conditions will be achieved by requiring a zoning certificate before a community residence can be occupied.

The proposed amendments treat community residences that comply with the definition of "family" the same as any other family. It imposes no additional zoning requirements upon them.

However, when the number of unrelated occupants in a proposed community residence exceeds four, the maximum number of unrelated

dwellers allowed under the proposed definition of "family," the proposed ordinance makes community residences for people with disabilities a conditional use subject to rationally-based licensing and spacing criteria in all residential districts. In Clark County, conditional uses are administratively determined.

But when a proposed community residence does not satisfy the criteria for awarding a conditional use permit, the greater scrutiny achieved by requiring a special use permit is warranted. Consequently, the operator would have to obtain a special use permit if her proposed community residence would be located within the spacing distance or if the State of Nevada, Clark County, or the federal government do not operate a program licensing, certifying, accrediting, or recognizing the particular type of community residence or its operator.

The burden rests on the operator to show that the proposed home would meet the standards Clark County requires for issuing a special use permit. Note, however, that if a required license, certification, accreditation, or recognition has been denied to a proposed community residence, the residence is not even eligible to apply for a special use permit. But if there is no certification, licensing, accreditation, or recognition required or available, then the community residence operator can seek a special use permit under the special use permit backup provision.

To implement these amendments, the county will need to maintain a map and database of all community residences within its jurisdiction and within adjacent communities. The spacing distances would be measured from existing community residences whether or not they are within Clark County's jurisdiction.

# Appendix 1:

# Sample Form for Zoning Compliance Application

The next two pages offer a sample form which the county can adapt to use in addition to its current zoning compliance application forms. The information requested by the form makes it easy for zoning officials to objectively determine if the proposed community residence complies with the development code and should receive an administratively-determined conditional use permit. This form also enables the zoning official to determine if a special use permit is required. It is crucial that the operators of all community residences be required to complete this form so the county can determine spacing distances between community residences. This requirement places no burden on people with disabilities while offering them great benefit by helping to prevent overconcentrations, enabling normalization to occur, and protecting the vulnerable residents from unscrupulous operators.

# Zoning Compliance Application — Clark County, Nevada

## Applicants — Who must file:

To establish a community residence for people with disabilities as a conditional use, the operator must file this application for a Certificate of Zoning Compliance. If the application meets the criteria for a Certificate of Zoning Compliance as spelled out in the applicable sections of the Clark County Unified Development Code, the Zoning Officer will issue a Certificate of Zoning Compliance within 15 days. No public hearing is required and no discretion is allowed: if the criteria specified in the zoning ordinance are met, the Certificate of Zoning Compliance is issued administratively. Be sure to keep a copy of this completed application for your records.

**The applicant must provide all information requested. Please type or print clearly.**
***With this application, you must supply one plat map of the site (prepared by a licensed surveyor) that shows all lot lines.***

Date application submitted to Clark County's Zoning Officer: _____

Address of proposed community residence:

_____

Zoning district in which the proposed community residence would be located: _____

### Applicant information:

Name of group or individual that will operate the proposed community residence:

_____

Address: _____

City–State–Zip Code: _____

Telephone: _____

Contact person and title: _____

### Evidence of licensing or certification for proposed community residence or its operator:

State or local licensing program under which the proposed community residence will be operated:

_____

❑ Check here if neither the State of Nevada nor Clark County requires a license or certification to operate the proposed community residence

❑ Check here if there is no applicable national accreditation agency or body for the proposed use.

*Identify the licensing or certification agency (include address, telephone phone number, and, if possible, the contact person) which licenses or certifies the proposed use. If the applicant has not received a required license or certification, please explain why not.*

_____

_____

_____

_____

_____

Please provide the information requested in the following table:

| Dimensions of each bedroom (excluding closets) | | | Square Feet | Number of residents to sleep in bedroom |
|---|---|---|---|---|
| 1 | ft x | ft | | |
| 2 | ft x | ft | | |
| 3 | ft x | ft | | |
| 4 | ft x | ft | | |
| 5 | ft x | ft | | |
| 6 | ft x | ft | | |
| 7 | ft x | ft | | |
| **Total number of people with disabilities to live in this residence:** | | | | |

**Describe general nature of the residents' disabilities:**

_____

_____

**Maximum number of support staff present at the site on a single shift:** _____

The findings below indicate whether the applicant can establish the proposed community residence as a conditional use or whether a special use permit is required. The proposed home must also comply with all other applicable municipal codes.

**For Staff Use Only:**

## Findings: [Planning Department staff person shall initial appropriate boxes.]

- ❑ Proposed use is a community residence for people with disabilities
- ❑ Proposed use is a community residence for people without disabilities
- ❑ Proposed use is a halfway house for people without disabilities
- ❑ Proposed use is not a community residence of any type.

Number of residents with disabilities: _____

- ❑ Proposed use or operator is properly licensed, certified, accredited, or recognized by the State of Nevada, Clark County, or other body.
- ❑ Neither State of Nevada nor Clark County requires a license, certification, accreditation, or recognition for this type of community residence.
- ❑ Zoning district in which proposed use would be located: _____
- ❑ Closest existing community residence is located _____ linear feet from the proposed community residence, as measured from front door to front door walking along the public right of way. List any existing community residences within 660 feet:

_____

## Determination:

- ❑ Grant conditional use permit
- ❑ Applicant must seek a special use permit
- ❑ Proposed community residence is not eligible for either a conditional use permit nor a special use permit. Application denied.

Staff review conducted by:

_____ Signed: _____ Date: _____

Print or type Sign in ink

# Appendix 2:
# Representative Studies of the Impact of Community Residences

**Over 50 scientific studies have been conducted to identify whether the presence of a group home or halfway house has any effect on property values, neighborhood turnover, or neighborhood safety. No matter which scientifically-sound methodology has been used, every study has concluded that community residences that meet the health and safety standards imposed by licensing and that are not clustered on the same block have no effect on property values, even for the houses next door, nor on the marketability of nearby homes, neighborhood safety, neighborhood character, parking, traffic, public utilities, nor municipal services. The following studies constitute a representative sample. Few studies have been conducted recently simply because this issue has been studied so exhaustively and the findings have been so consistent that they generate no negative impacts.**

Daniel Lauber, *Impacts on the Surrounding Neighborhood of Group Homes for Persons With Developmental Disabilities*, (Governor's Planning Council on Developmental Disabilities, Springfield, Illinois, Sept. 1986) (found no effect on property values or turnover due to any of 14 group homes for up to eight residents; also found crime rate among group home residents to be, at most, 16 percent of that for the general population).

Christopher Wagner and Christine Mitchell, *Non-Effect of Group Homes on Neighboring Residential Property Values in Franklin County* (Metropolitan Human Services Commission, Columbus, Ohio, Aug. 1979) (halfway house for persons with mental illness; group homes for neglected, unruly male wards of the county, 12-18 years old).

Eric Knowles and Ronald Baba, *The Social Impact of Group Homes: a study of small residential service programs in first residential areas* (Green Bay, Wisconsin Plan Commission June 1973) (disadvantaged children from urban areas, teenage boys and girls under court commitment, infants and children with severe medical problems requiring nursing care, convicts in work release or study release programs).

Minnesota Developmental Disabilities Program, Analysis of Minnesota Property Values of Community Intermediate Care Facilities for Mentally Retarded (ICF-MRs) (Dept. of Energy, Planning and Development 1982) (no difference in property values and turnover rates in 14 neighborhoods with group homes during the two years before and after homes opened, as compared to 14 comparable control neighborhoods without group homes).

Dirk Wiener, Ronald Anderson, and John Nietupski, Impact of Community-Based Residential Facilities for Mentally Retarded Adults on Surrounding Property Values Using Realtor Analysis Methods, 17 Education and Training of the Mentally Retarded 278 (Dec. 1982) (used realtors' "comparable market analysis" method to examine neighborhoods surrounding eight group homes in two medium-sized Iowa communities; found property values in six subject neighborhoods comparable to those in control areas; found property values higher in two subject neighborhoods than in control areas).

Montgomery County Board of Mental Retardation and Developmental Disabilities, Property Sales Study of the Impact of Group Homes in Montgomery *County* (1981) (property appraiser from Magin Realty Company examined neighborhoods surrounding seven group homes; found no difference in property values and turnover rates between group home neighborhoods and control neighborhoods without any group homes).

Martin Lindauer, Pauline Tung, and Frank O'Donnell, *Effect of Community Residences for the Mentally Retarded on Real-Estate Values in the Neighborhoods in Which They are Located* (State University College at Brockport, N.Y. 1980) (examined neighborhoods around seven group homes opened between 1967 and 1980 and two control neighborhoods; found no effect on prices; found a selling wave just before group homes opened, but no decline in selling prices and no difficulty in selling houses; selling wave ended after homes opened; no decline in property values or increase in turnover after homes opened).

L. Dolan and J. Wolpert, *Long Term Neighborhood Property Impacts of Group Homes for Mentally Retarded People*, (Woodrow Wilson School Discussion Paper Series, Princeton University, Nov. 1982) (examined long-term effects on neighborhoods surrounding 32 group homes for five years after the

homes were opened and found same results as in Wolpert, *infra*).

Julian Wolpert, *Group Homes for the Mentally Retarded: An Investigation of Neighborhood Property Impacts* (New York State Office of Mental Retardation and Developmental Disabilities Aug. 31, 1978) (most thorough study of all; covered 1870 transactions in neighborhoods of ten New York municipalities surrounding 42 group homes; compared neighborhoods surrounding group homes and comparable control neighborhoods without any group homes; found no effect on property values; proximity to group home had no effect on turnover or sales price; no effect on property value or turnover of houses adjacent to group homes).

Burleigh Gardner and Albert Robles, *The Neighbors and the Small Group Homes for the Handicapped: A Survey* (Illinois Association for Retarded Citizens Sept. 1979) (real estate brokers and neighbors of existing group homes for the retarded, reported that group homes had no effect on property values or ability to sell a house; unlike all the other studies noted here, this is based solely on opinions of real estate agents and neighbors; because no objective statistical research was undertaken, this study is of limited value).

Zack Cauklins, John Noak and Bobby Wilkerson, *Impact of Residential Care Facilities in Decatur* (Macon County Community Mental Health Board Dec. 9, 1976) (examined neighborhoods surrounding one group home and four intermediate care facilities for 60 to 117 persons with mental disabilities; members of Decatur Board of Realtors report no effect on housing values or turnover).

Suffolk Community Council, Inc., *Impact of Community Residences Upon Neighborhood Property Values* (July 1984) (compared sales 18 months before and after group homes opened in seven neighborhoods and comparable control neighborhoods without group homes; found no difference in property values or turnover between group home and control neighborhoods).

Metropolitan Human Services Commission, *Group Homes and Property Values: A Second Look* (Aug. 1980) (Columbus, Ohio) (halfway house for persons with mental illness; group homes for neglected, unruly male wards of the county, 12–18 years old).

Tom Goodale and Sherry Wickware, *Group Homes and Property Values in Residential Areas*, 19 Plan Canada 154–163 (June 1979) (group homes for children, prison pre–parolees).

City of Lansing Planning Department, *Influence of Halfway Houses and Foster Care Facilities Upon Property Values* (Lansing, Mich. Oct. 1976) (No adverse impacts on property values due to halfway houses and group homes for adult ex–offenders, youth offenders, alcoholics).

Michael Dear and S. Martin Taylor, *Not on Our Street*, 133–144 (1982) (group homes for persons with mental illness have no effect on property values or turnover).

John Boeckh, Michael Dear, and S. Martin Taylor, *Property Values and Mental Health Facilities in Metroplitan Toronto*, 24 The Canadian Geographer 270 (Fall 1980) (residential mental health facilities have no effect on the volume of sales activities or property values; distance from the facility and type of facility had no significant effect on price).

Michael Dear, *Impact of Mental Health Facilities on Property Values*, 13 Community Mental Health Journal 150 (1977) (persons with mental illness; found indeterminate impact on property values).

Stuart Breslow, *The Effect of Siting Group Homes on the Surrounding Environs* (1976) (unpublished) (although data limitations render his results inconclusive, the author suggests that communities can absorb a "limited" number of group homes without measurable effects on property values).

P. Magin, *Market Study of Homes in the Area Surrounding 9525 Sheehan Road in Washington Township, Ohio* (May 1975) (available from County Prosecutors Office, Dayton, Ohio). (found no adverse effects on property values.) ■

**CITY COUNCIL MEETING OF**
***June 16, 2010***
**VERBATIM TRANSCRIPT – ITEM 72**

**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.**

**Appearance List:**

OSCAR GOODMAN, Mayor
BRAD JERBIC, City Attorney
GARY REESE, Councilman
LOIS TARKANIAN, Councilwoman
BEVERLY K. BRIDGES, City Clerk
JAMES LEWIS, Deputy City Attorney
STEVE WOLFSON, Councilman
STEVEN D. ROSS, Councilman
KENNY FONG
LYNN TYNAN, President of the Nevada Coalition of Recovery Homes
STAVROS S. ANTHONY, Councilman
LISA MORRIS-HIBBLER, Deputy Director of Neighborhood Services
LEX ANDERSON, Northwest Area Residents Association
MARY KREMER, Northwest Area Residents Association
TODD FARLOW
DENNIS WINSLOW
RICKI Y. BARLOW, Councilman
BRUCE BONGARDT, BDB Industries, LLC
ELIZABETH FRETWELL, City Manager
JIM DiFIORE, Business Services Manager
JOE MAVIGLIA, H and E Training Schools
BRYAN SPUHLER, Case Manager for Group Foster Home

2 hours
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**MAYOR GOODMAN**

Now, instead of calling Item 72 now, because it could take some time, it's been suggested to me that we call Item 73.

**END RELATED DISCUSSION – RESUME RELATED DISCUSSION**

**MAYOR GOODMAN**

We're going to move back to Item Number 72. Item 72 is Bill Number 2010-22. Updates the City's zoning and licensing regulations that apply to community residences, commonly referred to as group homes and similar uses. Mr. Jerbic, could you please read the Bill before we open this up?

**BRAD JERBIC**

I'll be happy to, Your Honor. Bill Number 2010-22, 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. Before the presentation begins, I'd just wanna let you know that I'm gonna turn the rest of the morning's legal advice over to Dan Still, here at the dais. I understand there may be some questions regarding some group home issues that he worked on. And Mr. Lewis is the responsible party for putting in all the extraordinary work on behalf of our office to create this new legislation, and he's at the podium to explain it.

**MAYOR GOODMAN**

All right, very good. Before we hear from Mr. Lewis, Mayor Pro Tem would like to be heard.

**COUNCILMAN REESE**

Yes, Your Honor. Thank you very, very much. This has been an issue before the, this Council for, to me, many, many years. This new group home that will be presented to us today is brought to us by our federal legislators. I –, I've had probably six of these homes that come directly to me today, in my mind. One, was in a cul-de-sac, where we had some very, a couple of, a dentist

lived in this cul-de-sac. A person bought one of these homes and made it a group home. Those dentists couldn't even give their house away. It does bring an issue and a problem to a neighborhood, and I hope I'm not trying to stereotype any individual or any group of people. It is a problem. I have a home that was opened about three weeks ago on, down on Charleston and 16th Street that we have, for us, we can have, four people living in this home. At the present time, there's probably, 15 to 20 people in and out of this house during all times of the hours and –, in the day and night.

It is a problem and we had, I worked very closely or the City worked very closely with the, a couple of legislators, Chris Giunchigliani, which was one, when she was serving in the legislature. We did get enacted, through the legislature, later deemed unenforceable, where we did have a distance requirement for these homes. This has come, to me, it's gonna become even a greater problem today because of the mortgage rates that we have, the values of these homes today. It's mostly been in Wards 1, 3 and 5, the last few years, but now they're starting to break out in some of the other Wards. And it is a problem.

If a group home moves in to you and it is not kept up, if we, the City, don't have regulations to be able to go in there and enforce what needs to be enforced, the whole neighborhood is gonna go down. What we find is we have a business in a residential zone. We don't even have the opportunity to license. And we do have the ability of Code Enforcement to go out there, but even Code Enforcement's hands are tied when they – go out and try to enforce some of the things that are going on in these houses. The one down on by Charleston, people are parking in the backyards; they're parking in the front yards.

I had – an individual contact me. He had a person come to his house at 10:30 at night. He did have the security doors on there. His wife went to the door; they was (sic) scared. They're elderly people. The – woman called the husband, the husband come there to the front door and the person wanted this person to drive them to a hospital, supposedly because his wife was in an accident. Now, you would think that with the vehicles in the yard next door, one of them could have drove (sic) this gentleman. I have no idea what – the gentleman was planning because the person who contacted me shut the door in their face.

This is just the beginning because it's cheaper for these people to have four, five, six or seven, eight or nine of these houses right in a neighborhood now, 'cause they can have one, supposedly,

supervisor for it. And – it is, to me it's, it's – a – business. We need to, to me, attract attention of our federal delegation so they can help us. Our –hands are tied. Our staff is trying to help us here today to give us just a little bit of, to me, a band aid on a – huge, huge wound that's just gonna keep growing and growing and growing and festering, until we get somebody on the federal level to come in here and help us support the needs that we have in – our neighborhoods. To me this – is one of the biggest infections that this City will ever incur, if we don't, if we are not unable to control. And I would be glad to listen to Mr. Lewis, but I want to put those comments on the record because I have been faced with it, I have had neighborhood meetings, we – have people today that are going into other parts of the Ward.

Through our staff, we did get, through Code Enforcement and our attorney's office, we had a person that had a home like this on Chapman Drive and we had many, many, many people come to my office. I had a meeting in my office, supposed to have four people, we couldn't even – sit everybody down in the – Mayor's Conference Room, there were so many people there. And their property values immediately went down to nothing. Now, this was a home that had three bedrooms, and there was 27 people at one time living at this facility. And it's just – to me, it's uncontrollable right now. We need – to make sure that we support anybody and everybody that will listen to us. I know that the County has a bill that we're going to try to copy a little bit, that they're gonna present to us today, but even then, I don't think it's enough. And that's why I asked Mr. Olivas to stick around today so that he can hear this and so we can make contact with our lobbyists back in Washington, so that we can talk to our legislators back there and see if we can get some help at this time because it is, it's – gonna fester and fester and fester and fester. Thank you, Your Honor.

**MAYOR GOODMAN**

All right.

**COUNCILWOMAN TARKANIAN**

Mr. Mayor, could I just ask a question? Are you talking about homes where numerous families living together?

**COUNCILMAN REESE**

Yes.

**COUNCILWOMAN TARKANIAN**

And by the way, I want you to know; I agree with you, this is a problem. It causes tremendous damage to a community –

**COUNCILMAN REESE**

We're,

**COUNCILWOMAN TARKANIAN**

– the way they let them –

**COUNCILMAN REESE**

– we – have – homes where we have multiple families living there. That has nothing to do, this is a person supposed to get a license through the state for a group home.

**COUNCILWOMAN TARKANIAN**

For a group home –

**COUNCILMAN REESE**

And we have –

**COUNCILWOMAN TARKANIAN**

– for special needs. Okay. I gotcha.

**COUNCILMAN REESE**

The state – doesn't enforce it, they can't enforce it. There's no rules locally that controls this group home. And because of the economy today, to me, it's – gonna be a real big problem because you take a fairly nice or even a neighborhood in Wards 2, 4 or 6, where you, where

people can buy these houses or rent these houses for little or nothing and put some of these group homes in there and if I live next, I can't give my house away.

**COUNCILWOMAN TARKANIAN**

Well, and I will tell you, Mr. Councilman, that one of the problems, which I've shared, we had, around our Pitman Elementary School, we had five such homes and it just seems such a close radius. You know, you have a big problem and then you have it all massing together. But in any case, I understand what you're talking about. Thank you.

**MAYOR GOODMAN**

All right.

**COUNCILMAN REESE**

We had – a (inaudible) legislation that was passed through, (inaudible) Your Honor that it allowed us, oh, it allowed us 16, sixteen hundred feet separation.

**BEVERLY K. BRIDGES**

The mike is not on.

**COUNCILMAN REESE**

That we had – sixteen hundred feet separation and the – supreme court, in their wisdom, deemed this illegal, and so they – throw it out, and it's just, it's been really, really hard to get people to listen, to help. And I've spent a lot of sleepless nights. I've –, I went and I met with neighbors. I tried to explain to them it's not a problem that we created, that we're trying to find the answer for this problem but it just continues. And – we've, we denied two group homes under the – pretext that it was within sixteen hundred square feet. And luckily, we wasn't (sic) sued. The people went somewhere else and bought houses in – probably, your Ward, and put in the same – thing. But it is – a problem and I – appreciate the – Council listening to me, this item, and I just hope that we can come up with some ideas, some answers and get help because this is a problem and it's gonna be, it's gonna get bigger too.

**MAYOR GOODMAN**

All right, let's hear from Mr. Lewis.

**JAMES LEWIS**

Mayor, thank you very much. Mr. Mayor, Council, thank you very much for hearing me, for hearing from me today. I'm gonna try to be brief today, as much as I can. I know we've got some people in the audience that wanna come up and speak, and talk to you and can tell you about what it is they have to say and what's happened in their neighborhoods. What I'll do is I'll sit; I'll listen to any questions that – come up. I'll write them down and if you'd like me to address those questions, when they're done, I certainly will do so.

I think what's really important here is that, I'm here to talk to you today, about not all group homes, not group homes for, not homes that are gonna have ex-convicts, not homes that have sex offenders. I'm here to talk about homes that house the disabled, because really, this ordinance amendment that we're contemplating today has to do with compliance with the federal anti discrimination laws against disabled persons. So, Mayor Pro Tem, I'm not sure if these homes or homes for disabled or home, other type of group homes, but it's important for the record that I just say, that we're here to talk about today are rules to help us comply with federal anti discrimination laws for the disabled.

**COUNCILWOMAN TARKANIAN**

But Mr. Mayor, can I just state, please, will you state who they consider disable? That's all, I mean, drug addicts are considered disabled and alcoholics are considered disabled. I just want you to make sure we're understanding the two meanings.

**JAMES LEWIS**

Mr. Mayor, if I may.

**MAYOR GOODMAN**

Yes.

**JAMES LEWIS**

Yeah, as I said, I'm trying to just kinda of clarify the record here about which types of homes we're talking about. It is true that there's been decades and decades and decades; 30, 40, 50 years of case precedent that declare one who has, one who suffers from alcoholism or drug addiction who is not currently using drugs and or alcohol, are disabled for purposes, handicap disabled for purposes of these anti discrimination laws. So, thank you very much, Councilwoman. Councilwoman, did you have a comment?

**COUNCILWOMAN TARKANIAN**

I think one of the things that perhaps, Councilman Reese would consider, and the reason I'm interjecting here, is because I've listened, I've gone through a lot of the things that you've covered on this, is that, if you have a home for those who have problems with drugs, you're – saying that if you're, you just said that they're no longer on drugs but they might still be on drugs. Whose, no, they're not supposed to be on drugs, but we don't know for sure if they're on drugs because we have so many relapses with people who have drugs. And, I mean, let's face it, I've had con, I mean, I worked with athletes who could have earned multi, multi million dollars a year if they could get off drugs and they never could, no matter where they went and they paid the most expensive monies. So, if they're still on drugs, whose watching to make sure that these people are no longer on drugs?

**JAMES LEWIS**

Well –

**COUNCILWOMAN TARKANIAN**

I'm – just saying from Councilman Reese to –

**JAMES LEWIS**

I understand. Thank you very much, Councilwoman. Mr. Mayor, I might just start, be very brief here, with regard to why we're here today. In fact, in mid 2008, Nevada Federal District Court Judge Larry Hicks, invalidated the state Blankenship Regulatory Process with regard to group

homes. That's what happened, period. Our City regulatory process was based, solely, upon the mandates of state law. So, the state law regulatory process, the land use regulatory process, was invalidated. Ours wasn't because we didn't happen to be part of that lawsuit. But now we know that our process has been declared invalid.

**MAYOR GOODMAN**

What part?

**JAMES LEWIS**

The – whole – land use regulatory process, NRS 278.0238, 2.02388 of our land use of NRS land use and zoning chapter.

**MAYOR GOODMAN**

But – put it in layman's terms, so people understand.

**JAMES LEWIS**

Yeah.

**MAYOR GOODMAN**

What – part has been declared invalid?

**JAMES LEWIS**

Well, okay. So, the – land use process, the state land use process defined what these, what types of group homes were protected by this process or were to be governed by this process. That was invalidated. The – distance proximity requirements, the fifteen hundred feet between, from property line to property line, between certain types of group homes is defined, was invalidated. A mechanism for tracking group homes was invalidated. There were about seven or eight different provisions which were invalidated as a part of that process.

**MAYOR GOODMAN**

And now we're trying to get ourselves in compliance with what?

**JAMES LEWIS**

We're trying to get ourselves in compliance with the federal laws and the Nevada Federal District Court opinion interpreting those federal laws as applied to that state process.

**MAYOR GOODMAN**

And that's what your ordinance – is directed to. Correct?

**JAMES LEWIS**

Correct.

**MAYOR GOODMAN**

And who's responsible for enforcing the ordinance?

**JAMES LEWIS**

The Code, the City of Las Vegas. One of the reasons why the team of people gathered by the City Manager to address this issue, one of the reasons why we needed to changes that are being proposed, is to streamline the folks who will enforce these laws on behalf of the City of Las Vegas. The Code Enforcement Division will be the folks responsible for addressing complaints from our citizens and constituents about homes, whether they are part of this change, the home for the disabled, or one that is not part of this change.

**MAYOR GOODMAN**

Is – it a criminalizing activity that's to be enforced by Code Enforcement? In other words, does our ordinance impose some kind of a criminal sanction if somebody has a group home that is non compliant? Our Code Enforcement folks, are they supposed to go out and site them criminally or do they come before us for an order to show cause to close the home down?

**JAMES LEWIS**

Mayor, it's – that – is correct. So –

**MAYOR GOODMAN**

What is correct?

**JAMES LEWIS**

What is correct is that, there will be Code, it's the usual Code Enforcement process that you are familiar with. We're not criminalizing behavior. It's, what will happen is, if we were to get a complaint –

**MAYOR GOODMAN**

Yes.

**JAMES LEWIS**

– Code Enforcement will go to investigate. That investigation will consist of looking at Planning and zoning records, Building and Safety records, speaking with the folks that operate the home or own the home, determining whether or not they fall within our statutes or outside of them, and then a notice to comply will be issued if they do not comply with the law.

**MAYOR GOODMAN**

All right, let me ask you this, because I'm – trying to cut to the chase here.

**JAMES LEWIS**

Yes.

**MAYOR GOODMAN**

I sense on the part of the Council –

**JAMES LEWIS**

Yeah.

**MAYOR GOODMAN**

– or at least those who have expressed themselves thus far, that they really, notwithstanding what the federal government is saying, as defining who is disabled, they don't like the idea of having a group home in a neighborhood where folks who are recovering addicts, who they believe will fall off of the wagon, are part of the neighborhood –

**JAMES LEWIS**

Right.

**MAYOR GOODMAN**

– and that that, they don't want that condition to exist here. So, let's assume that their will is followed –

**JAMES LEWIS**

Correct.

**MAYOR GOODMAN**

– and let's assume that this Council votes against an ordinance to that affect, what happens? Are we in contempt of anything?

**JAMES LEWIS**

We're not in contempt but here – there, there're several consequences that could accrue from either one of three anti discrimination laws. The three laws are the Federal Housing Amendment Act of 1988; that was an amendment to the Fair Housing Act of 1967, which is a part of the Civil Rights Act of 1964. We've got –

**MAYOR GOODMAN**

They really don't care much about the civil rights of a drug addict.

**JAMES LEWIS**

Well, so, then you've got the American Disabilities Act and you've got the Federal Rehabilitation Act. So, you've got three different acts to prevent discrimination against the disabled.

**MAYOR GOODMAN**

But how would, and – I'm not arguing with you, I'm just asking you questions, because I know where they're coming from –

**JAMES LEWIS**

I too.

**MAYOR GOODMAN**

– about if they feel that the folks who are living in the neighborhood and one of these group homes poses a danger to the neighborhood, and they don't want to allow that danger to have a potential, and they vote against this. What happens to us?

**JAMES LEWIS**

Well, with regard to the potential threat, there has to be evidence of a threat. So, the –, if you, Mayor, if you would – allow me.

**MAYOR GOODMAN**

That's –

**JAMES LEWIS**

Okay.

**MAYOR GOODMAN**

– why you're here.

**JAMES LEWIS**

Okay. So, I'd like to answer your first question (inaudible) the second.

**MAYOR GOODMAN**

Wait, I'm not trying to kill the messenger here, but –

**JAMES LEWIS**

Right.

**MAYOR GOODMAN**

– but I have to understand the message.

**JAMES LEWIS**

Yes.

**MAYOR GOODMAN**

The message from this Council –

**JAMES LEWIS**

Yes.

**MAYOR GOODMAN**

– as I understand it is, we don't, if I am reading them right –

**JAMES LEWIS**

Right.

**MAYOR GOODMAN**

We don't want folks –

**JAMES LEWIS**

Right.

**MAYOR GOODMAN**

– who pose social problems to be in a group home in our neighborhood.

**JAMES LEWIS**

So – let me, your – first question was –

**MAYOR GOODMAN**

Doing pretty good, but go ahead.

**COUNCILMAN REESE**

If – I can.

**JAMES LEWIS**

Okay. Yes, please.

**COUNCILMAN REESE**

My concern is they don't have to come to the City for anything.

**JAMES LEWIS**

Yes. That's – not, no that's not true. I'd like – to describe –

**MAYOR GOODMAN**

All right. This is what we're gonna do.

**COUNCILMAN REESE**

Do they – get a City business license?

**MAYOR GOODMAN**

Let's do this. Let's do this, with all due respect. Let – the poor guy is trying to talk to us and we're jumping on you. Make it, give us your best description of what we're supposed to be considering here and then I'll let them attack you.

**JAMES LEWIS**

Would – you like me to answer your questions, would you like me to answer your direct questions first.

**MAYOR GOODMAN**

No, no, you make your presentation because we've been all over you. Make your presentation and then we're gonna destroy you.

**JAMES LEWIS**

Okay. That's good. Well, at least, I'd like to make the presentation.

**MAYOR GOODMAN**

Good.

**JAMES LEWIS**

Okay. So, here, here's the bottom line. We've had a federal justice court tell us that the – language regulatory process that we use is invalid as a matter of law, that it violates the FHAA. So, what do we do? We, the City Attorney's office, in conjunction with the City Manager's office, reviewed the District Court opinion, reviewed the laws that currently exist, that have existed for a number of years, and decided we need to propose changes because there are consequences that could accrue. Now, what's important to understand, and it's hard for me to stand here and tell you this, but federal law does, in fact, it does in fact, limit this Council's

discretion to act with regard to the disabled in these homes. Just, the fact of the matter is, the federal law, the federal government, Congress has decided we – see that across the country homes for the disabled are being zoned out of single-family neighborhoods and we're gonna take it upon ourselves, Congress, to pass laws that would supersede, that would preempt state and local action when it's found, when – a law is found to be discriminatory on its face, which means you can read and it looks like we're treating the disabled differently than non-disabled or in effect.

So, what we've got here, we think, staff thinks, is a good balance between the protection of the interest of the disabled and the protection of the interest of citizens, constituents in single-family neighborhoods. So, let me get to the, kind of the details of the proposal.

**MAYOR GOODMAN**

Good.

**JAMES LEWIS**

The practical effects of the proposal of this, between one and four related, I'm sorry, with regard to single-family homes, with regard to related folks, you can have as many related folks living in a single-family home, in a single-family zoned area, as our housing code permits. Our housing code permits seven people to be in a SRO, the single-room occupancy unit. Our code permits two more for each additional bedroom. So, with regard to those persons that are related, families, in a five-bedroom house you can have 17 people in the City of Las Vegas.

So, our code then, the new proposal says, with regard to unrelated people, so, unrelated folks like college students or people that will reside in a community residence, the cap is four. You can have four or fewer unrelated, whether they're disabled or not, four or fewer, as a matter of law, in a single-family residential zoned district in the City of Las Vegas. Here's the, that's part of the change that we're making.

The next part of the change that we're making is to label between population of five and 10 disabled individuals, not college students, not – blackjack dealers who're living together as roommates. The disabled folks can get as a conditional use in our zoning districts, a community residence. You can have between five and 10 disabled individuals and up to two care givers, as

long as you comply with the conditions of our conditional use. One of the conditions is you must be 660 feet from property line to property line to another community residence. So, we still have a separation. There was some concern that our proposal would come back and say, shouldn't have a separation requirement because the Nevada federal district court judge seemed to indicate in dicta, which means it's not, its language doesn't really apply to the case at hand. But in dicta, seemed to indicate that the correct number for distance relationship is zero. We believe, reasonably, our office believes the intent of the act, I wanna make sure I get this right, but we believe the – intent of the act is to promote inclusion and integration of the disabled within traditional non-disabled neighborhoods. The intent of the FHAA, the Fair Housing Amendments Acts, and a rule where you have a zero foot proximity distance relationship, would not be appropriate because then you could cluster homes, and then the intent of the act to integrate the disabled into traditional non-disabled neighborhoods, goes by the wayside, because you have a cul-de-sac of four, five of these homes. We're gonna use the distance proximity relationship of 660 feet to make sure that we follow the intent of the federal law, which is to make sure that we integrate the disabled folks into non-disabled neighborhoods. So, it's – really important that I make that clear for the record.

So, we've got five to 10. Eleven or more, this is the one that concerns, well, five to 10 concerns many, 11 or more really concerns folks. There are no changes to our code with regard to a population of 11 or more in a single-family residence. That's a – convalescent care facility, special use permit only in all residential zoning districts. So, I've talked about the distance proximity separation being reduced from fifteen hundred to 660.

Lastly, two more things I wanna point out. One, community residences are to be treated as single-family – home for purposes of zoning codes, I mean, I'm sorry, for building codes and fire codes, unless individuals that are disabled are non-ambulatory. And then our code, which goes farther than Clark County's version in 2008, says, our fire chief, our building official may impose those life safety requirements that are necessary to protect these folks in the home themselves. Lastly, our ordinance strikes the business licensing requirement in Title 6 for Group Residential Care Facilities, which is the term that has been used in the state law. The reason for this is two-fold; one case law suggests that separate local – licensing where their state licensing is improper, and two, if we're not licensing a person who rents to the non-disabled, if we don't require a

business license and fee of them, cases say, we can't require the business license and fee of one who rents to the non-disabled.

So, let me finish up by saying this, I need to hand to the Clerk a report that was created on behalf of Clark County when they made very similar changes to their code in 2008. I could have drafted a report much like this one, but there was no reason to recreate the will. The annual lobber, the person who created this report for the county, is a land-use lawyer. He's a – zoning expert in group homes and he happened to be the past president, a recent past president of the American Planning Association. He – has the AICP designation. If there's an expert in the field, it's this gentleman. Lucky for us, Clark County, we're basing our codes on Clark County's code. This was created to define their code, to support their code, so, the – law says I can use this as support for our – code revision. So, Mayor, I'd like to give this to the Clerk now, for the record.

**MAYOR GOODMAN**

Certainly, we'll make that part of the record. I don't know whether Mr. Lauber lives next to a group home.

**JAMES LEWIS**

So, what I'd like to do now is, I can either sit down, let – the folks come up and – take questions or you, if you wanna just ask me questions now.

**MAYOR GOODMAN**

Are we able to limit the definition of disabled? I'll tell you why. I don't think anybody in this room would have any quarrel with a home where some veteran came back from the war and suffered some horrible injury over there and was living with other veterans who had those injuries. I think, basically, they are concerned about addicts, recovering addicts, if there is such a thing.

**JAMES LEWIS**

Yes.

**MAYOR GOODMAN**

Alcoholics, who are recovering, if there is such a thing.

**JAMES LEWIS**

Uh, uh.

**MAYOR GOODMAN**

Those are – things that are bothering them. I, myself, I may not have much objection if a group homes is built outside of a neighborhood because then if other people wanna come into that neighborhood, they'll know what's there. But I have a real problem myself of having a group home under the present definition –

**JAMES LEWIS**

Right.

**MAYOR GOODMAN**

– coming next door to me and – basically, causing me concern about my quality of life.

**JAMES LEWIS**

My answer, Mayor, if I may.

**MAYOR GOODMAN**

Sure.

**JAMES LEWIS**

My answer to that would be, unfortunately, there are, there's decades and decades of federal case law from across the country, every circuit court of appeals, that will tell us that recovering alcoholics and recovering drug addicts, as long as they are not currently using, are handicapped for purposes of the federal anti discrimination laws, period. And so, I would su –

**MAYOR GOODMAN**

That – may well be the case, what courts will tell us, but I don't necessarily have to go for it.

**JAMES LEWIS**

You know, certainly, this board has the discretion to do whatever it likes. I am suggesting to you that there is something, you asked the question about consequence.

**MAYOR GOODMAN**

Yes. I wanna know whether we're held in contempt.

**JAMES LEWIS**

May I – answer that, the consequence question now?

**COUNCILMAN WOLFSON**

(Inaudible)

**MAYOR GOODMAN**

(Inaudible) Fine. (Inaudible) Let 'em sue us. Go ahead.

**COUNCILMAN WOLFSON**

We wouldn't be held accountable. Why don't you clarify that, Mayor? I (inaudible).

**MAYOR GOODMAN**

Let him finish, please.

**JAMES LEWIS**

Okay. So, earlier on our conversation, I – define, I told you there were three different laws out there that prohibit us, in our laws, to discriminate against the disabled. These three laws have different consequences. One consequence is we get sued. Right. There's a home out there, there's – an operator of a home that wants to operate a facility, our law doesn't include, for

example, recovering drug addicts. Okay, they sue us in federal court. We lose. Okay. And that's – fine. We lose. What happens? Federal court tells us to rehear the matter and that we must include within the definition of disabled, handicap, recovering drug addicts. Okay. Fine. That's not the consequence that I fear. We pay their attorney's fees, fine. The consequence I fear is that, under the law, one can go without spending a nickel, to Housing and Urban Development and to the Department of Justice, file a complaint that City of Las Vegas, Clark County, Henderson, North Las Vegas laws violate federal anti discrimination laws. Within 72 hours, under the FHAA, an investigation is required to being started. Now, does that mean that we get 13 feds down here going through our things that day? No. It means that a letter is going to be issued saying, you're now under investigation for violating federal anti discrimination laws. I don't wanna go, I don't wanna bore you to death with all of the different penalties that could accrue, but what they do is, they do a civil, it's a civil process. They do their investigation and they have the ability to levy civil fines, much like you do in our Code Enforcement cases. We don't go to a judge. We don't argue. They levy them. If they find the violation, the next step, by law, is it goes to DOJ. The Department of Justice then will decide whether or not to sue us. This process I went through in a different jurisdiction in the Valley, not with regard to group homes, but with regard to failure to provide ADA access in government facilities and on sidewalks.

**MAYOR GOODMAN**

I think it's a big difference.

**JAMES LEWIS**

Well, no, what I am saying – is, the investigation from DOJ took 18 months, and at the end of the 18-month period, we were told we could be sued or we could do what they want. And my advice to my clients, at that point, was, if we get sued we're gonna have to do what they want anyway, so, my advice to you is, let's not continue to spend money, let's – go ahead, let's do the best we can to negotiate and move on. Two years later, that jurisdiction came out of this cloud from a DOJ investigation. So, the lawsuit is what the lawyers are here to defend. The DOJ investigation, the HUD investigation can be problematic because civil penalties can accrue and frankly, under the Federal Rehabilitation Act, if we're found to be willfully violating the laws,

we can lose all federal funding. That is an extreme consequence. And I'm not telling you today that that would happen upon a first violation, but I can tell you that we have knowledge of the 2008 opinion from the federal district court saying that the laws that are in place are violative of the federal law.

**MAYOR GOODMAN**

Right.

**JAMES LEWIS**

If we willfully violate the law by moving forward, we could accrue more penalties than we would if we we're not willful.

**MAYOR GOODMAN**

Well, I wanna do this, from my perspective, then I'm gonna open it up for the Council and for the public, of course, but I think that a, an ordinance if we have to address a district court opinion could be framed to allow any kind of group home to be built x amount of feet away from something else, if it's a first time home there, so people will have notices to what they're buying into a neighborhood. I think that's a fair and reasonable condition to be placed. And I would really like to see a study, as to whether or not recovering alcoholics and recovering dope dealers and dope users, are – not a danger to a community. I – I'd like to do that. I think there's a rationale nexus as to what we're being asked to vote on now to have those questions answered.

**JAMES LEWIS**

There are, Mr. Mayor, there're been plenty of studies already, throughout time.

**MAYOR GOODMAN**

Well, I don't know (inaudible).

**JAMES LEWIS**

And I –

**MAYOR GOODMAN**

I don't know. I don't like it.

**JAMES LEWIS**

I know, I certainly will, we – certainly can do, we certainly need to do what this Council directs us to do, and we certainly will.

**MAYOR GOODMAN**

Okay. Let me do this. Let me, does the Council want to be heard first or shall we open it up to the public? All right, we'll let the Councilmembers be heard and then we'll open it up for public comment.

**COUNCILMAN ROSS**

May I go first, Your Honor?

**MAYOR GOODMAN**

Go ahead, please. Folks, have a seat. I'll hear you, don't worry about it.

**COUNCILMAN ROSS**

Marshall, have you got several pairs of handcuffs on you? Might as well get a couple for our attorneys too because what I'm hearing is we're handcuffed. What I'm hearing, and I'm gonna simplify this, to the best I can, 'cause I'm not an attorney, so, for us little guys on the Council –

**MAYOR GOODMAN**

Well, what does that mean?

**COUNCILMAN ROSS**

I'm losing weight, that's all that means. We, and I don't know how to put this eloquently or softly, but we have a plague in this community that is continuing to grow, and granted there are legitimate facilities that are helping disabled veterans, folks with other disabilities; recovering alcoholics or drug addicts, and there're legitimate homes and businesses doing business in the City of Las Vegas. But what's happened, Mr. Lewis, is there's a lot of 'em out there that are portraying fraudulent behavior and taking advantage of people and nearly quite screwing the neighborhood. I don't know how else to put it. But there are people in our neighborhoods who we represent who can't sell their homes, who can't let their kids go play on the streets, for crying out loud, because of fear of these homes, regardless of what it is, what – group is in there. And that's the problem I'm having, and I feel just like that, handcuffed, because I can't do anything about it because the federal government is allowing these things to happen and not allowing local jurisdictions any say so; Business licensing, special use permits, whatever it is, and – we have to enforce this with our own Code Enforcement folks? It's a joke. It's a nightmare and it's certainly killing me in Ward 6 and hurting the rest of this city. And I know that all the Council wards are affected by this as well.

This agendaed item bringing us in line with the County, I don't know if I can say, hey, I can accept that, I can go do that because my attorney is telling me to so we don't get sued. How do we send that message to – the federal delegation? How do we send that message that says, hey, we've got to fix this because it's killing our neighborhoods, it's killing our families. That's what I am most concerned about. And that's the simplified version of it, Your Honor.

**MAYOR GOODMAN**

Anybody else wanna be heard now or shall we hear from the public? All right. Yes, Sir. Let's put a three-minute timer on and see whether we can do with that.

**KENNY FONG**

Yes, I'll be very brief.

**MAYOR GOODMAN**

No problem.

**KENNY FONG**

Members of the Council, I appreciate your time.

**MAYOR GOODMAN**

Please identify yourself.

**KENNY FONG**

My name is Kenny Fong. I live on 16th Street; that's in the Mayfair tract, and I appreciate Councilman Reed (sic). Did I pronounce your name –

**COUNCILMAN REESE**

Reese.

**KENNY FONG**

– correctly? Reese, thank you, that he's aware of the problem that exist (sic) in that neighborhood and it's – a slap in the face, really. It's a (sic) immoral, unethical behavior that has been float in your face and it has, and I'm speaking for myself, because I've lived in that neighborhood for almost 28 years, and it has really plummeted. And so, recently, in the papers, it was well publicized that under the guise of the ministries, that these home, and that particular home on 16th Street, has been open to, as a half-way house. Now, I'm not saying that – individual should not help people that are in need, and they (sic) should be a – way in which that the neighborhood should be uplifted. They should contribute what is good, and of course, as you can see that it is not contributed, it has really plummeted.

So, what is moral and ethical and when – a ministry, so to speak, under the First Amendment speaks of, they have the right to do under religion that where is the charted purpose, the charted purpose that is a non-profit organization. And so what is evidenced there that is non-profit. It is a profitable group and should there be evidence to show that, if they claim to be such, shouldn't

there be proof of such? Shouldn't they be investigated? And I think it should. And, of course, I understand by the expression of you, Councilman, that certainly that you can see under certain cloak that certain mud in the water, so to speak, and of course conscience can really tell and you can really see behind that that it's – not right and where is the justice. Justice has to do with something that is right, something that is love of your neighbor.

**MAYOR GOODMAN**

All right. Thank you. Let's hear –

**KENNY FONG**

Yes. Thank you, Sir –

**MAYOR GOODMAN**

Thank you.

**KENNY FONG**

– very much for your time.

**MAYOR GOODMAN**

Thank you.

**COUNCILMAN REESE**

If I could –

**KENNY FONG**

Okay.

**COUNCILMAN REESE**

– I need to (inaudible) this guy, please.

**MAYOR GOODMAN**

Okay.

**COUNCILMAN REESE**

Sir, my heart goes out – to you, okay.

**KENNY FONG**

Yes.

**COUNCILMAN REESE**

When, was this first brought to my attention and I had Code Enforcement go out there and there're just certain things they can do. Number one, the people have no City license; that bothers me. We can't require them to have a City license. Yes, we can go out there and say, you need to do this, this and this but we can't really enforce it. They don't have a City license. They have a state license, but the state don't (sic) go out there and enforce it. They – don't come out there and look at this and enforce anything.

**KENNY FONG**

It's –

**COUNCILMAN REESE**

We – at this time, we have our hands tied, even – this new – bill we're looking at here today. Yes, we are – copying what the County did, we're – copying something that has been given to us today, as an expert on – these issues and stuff. But what's it do, what good is going to do for you when we have these problems. When another one comes in there, two doors down the street, 660 feet, we, and if they wanna sue us they sue us, we're still gonna lose. We're not allowed to put these restrictions on there and I – I respect our attorneys to the utmost. Our hands are tied, even if we pass this, our hands are still tied. We cannot help you unless we get some help from our federal government.

**KENNY FONG**

One thing, Mr. Minor (sic), I just want to mention just briefly that, should the federal – law override the – ordinance of the City –

**COUNCILMAN REESE**

It does –

**KENNY FONG**

Should – they do that?

**MAYOR GOODMAN**

It does.

**COUNCILMAN REESE**

It does.

**KENNY FONG**

Who has the –

**MAYOR GOODMAN**

The federal – law takes precedence –

**KENNY FONG**

– say so.

**MAYOR GOODMAN**

– but doesn't mean to say we have to listen to them.

**COUNCILMAN REESE**

The federal – government it – overrides us.

**KENNY FONG**

Well, then I'm sure that you Councilmen should be able to test that in the – waters. I thank you for your time.

**MAYOR GOODMAN**

That's what the waters are for. All right. Next, please. Put the three-minute timer on, please. Please give us your name first.

**LYNN TYNAN**

My name is Lynn Tynan. Do you need the address or just, anyway, I am the President of the Nevada Coalition of Recovery Homes. We've been in operation 10 years. Eight years ago this same issue came up, and I totally agree with everybody that there are houses that are not regulated, that do anything they want. We, of the coalition, are very frustrated too because our houses are respectable, they're clean. The one I, I am the Director of has been in operation 50 years. We saved thousands of women in this town get their lives together. It came before the County eight years ago. They bumped it up to the state because of the federal regulations. The state also did, the state licensing covering the halfway houses for recovering alcoholic and drug addicts. I am a recovering alcoholic 26 years, Mayor Goodman, and you know that you gave me a proclamation for the Nevada Recovery celebration September 12th because there were thirty five hundred and many, many more in this town that are recovering and are living good lives. We help women and there's (sic) houses for men. We – are frustrated because these other houses, and we know there's houses that – don't regulate them. All the houses that we run are zero tolerance of alcoholics, alcohol or – drugs. If we suspect it, they have to go. The drug addicts do not stay in the good neighborhoods. They go back to their neighborhood where they can get drugs. They don't stick around in a nice neighborhood 'cause they can't get anything, or they end up in jail. We get a lot of referrals from P and P, from CPS, from Metro, from the courts because there are not enough houses. And – I'm not saying these houses, but there's not enough places to refer people. And the good houses are the only ones that are being referred to by these other people. Okay.

Now, we're frustrated too and I don't, I totally agree with you, we don't want these houses that have 24 people than, and they're not regulated well, they have a lot of code, health and safety violations. Ours have regular inspections. We have our own set of codes that the houses in our coele, coalition have to abide by, and many of them that, we, are not in our coalition do not have licensing, and we're frustrated because we can't tell them what to do.

Code Enforcement is complaint driven. Now, if any of those residents give a complaint to Code Enforcement, then – Code Enforcement can do something. But a lot of those residents, they won't do that because they're recovering, I mean, they're alcohol, drug addicts when they leave, they're upset, but they're not gonna – do anything. So, it is, it's a catch 22 because we can't give – good houses their reputation and keep them up and we can't do anything about the bad houses. So, you've got two different games here, you're playing, and the federal government protects us. We don't have the money to sue but, if you have to, if we discriminate against alcohol, recovering alcoholics and drug addicts. I made sure that the state and the City, and I wanna thank Mr. Lewis and Lisa Morris and Beverly Goldsen, they worked really hard and put together a really good ordinance. But if – you don't make the same regulations or ordinances for the group homes for seniors or the group homes for Alzheimer's and you just make it against recovering alcoholics, drug addicts, then it is a violation. We don't want to sue. Definitely, I want us all to work together. The coalition also needs some power to be able to do something too, but how we're gonna get it. Right?

So it is a very frustrating issue, and I understand Councilman Reese's problem because it does affect the neighborhoods. Our facility has been there with good, clean, house we have, wonderful neighbors. When we get donations we give them to the neighbors. Fifty years and we've been running a wonderful organization. There's, hasn't been one complaint in 50 years to Code Enforcement. So, what are we all to do? Mr. Lewis has worked out a very wonderful ordinance that covers all of it. The only thing that I would like to add to it is that that they have to have licensing, 'cause our, a lot of those bad houses don't have licensing or if they do, they have a license for eight beds and they're putting 24 beds in a house and it's not regulated.

**MAYOR GOODMAN**

All right, thank you.

**LYNN TYNAN**

Okay.

**MAYOR GOODMAN**

Yeah.

**LYNN TYNAN**

Thank you.

**MAYOR GOODMAN**

Thank you. Mr. Lewis, did you say that licensing is prohibited?

**JAMES LEWIS**

No, let, I think I need to make this really clear to the Council, at this point. We have – is this on? Okay. Sorry. We have the right to land, regulate land use to a degree. What the courts have said and so let's think about in these two, we've got land use, land use permitting –

**MAYOR GOODMAN**

No, no, I want you to answer my question.

**JAMES LEWIS**

Okay, I, then –

**MAYOR GOODMAN**

It's a simple question.

**JAMES LEWIS**

Business license, the answer is Business licensing no, but permitting yes.

**MAYOR GOODMAN**

But we can't – ask for a business license, correct. That's the law.

**JAMES LEWIS**

That's the advice I'm giving you, yes.

**MAYOR GOODMAN**

Okay.

**JAMES LEWIS**

But, I, if you, Mayor, could you let me, I'd like to explain why we're still, let me explain the process then I think this Council will be comfortable that we still are looking in to what it is these – home, the homes with disability are doing and we have conditions –

**MAYOR GOODMAN**

See – our problem is this, we get information –

**JAMES LEWIS**

Yes.

**MAYOR GOODMAN**

– that there're people out there who are abusing the system.

**JAMES LEWIS**

Yes.

**MAYOR GOODMAN**

– I'm not talking about yours, operation, you're running a clean operation without any problem and it's a good operation, but we hear that there're con men out there –

**JAMES LEWIS**

Yes.

**MAYOR GOODMAN**

– who are taking food stamps –

**JAMES LEWIS**

Yepp.

**MAYOR GOODMAN**

–in return for renting somebody a room and the people are not abiding to societal standards –

**JAMES LEWIS**

That's right.

**MAYOR GOODMAN**

– and decency, and we wanna, if we're going to pass an ordinance, we have to be able to enforce the ordinance.

**JAMES LEWIS**

This ordinance doesn't apply to that situation at all, at all, period, end of story. I just wanna make this really clear. This has to do with the disabled only.

**MAYOR GOODMAN**

I know, but we're talk, and the guy who is taking the food stamps is only allowing recovering drug addicts to live with 26 others.

**JAMES LEWIS**

And so we would have an ordinance that would describe –

**COUNCILMAN ROSS**

(Inaudible) disabled.

**JAMES LEWIS**

Well, we would have an ordinance that would describe, well we have an ordinance that would describe how he would be permitted to have between five and 10 folks in this facility or –

**MAYOR GOODMAN**

That's – in order to allow him to open it up but then when he starts violating the law and he allows people there that are disruptive in the neighborhood, we can't require a business license that we can yank.

**JAMES LEWIS**

Well, the business license –

**MAYOR GOODMAN**

You know, had the colonoscopy clinic not had a business license they still be giving people hepatitis. That was the only way that we were able to do anything about it, by taking it off his stupid wall.

**COUNCILMAN WOLFSON**

Mayor Goodman.

**JAMES LEWIS**

They, Mr. –

**COUNCILMAN WOLFSON**

Mayor Goodman –

**MAYOR GOODMAN**

Yes.

**COUNCILMAN WOLFSON**

– may I please ask a few direct questions for clarification.

**MAYOR GOODMAN**

Go ahead, please.

**COUNCILMAN WOLFSON**

Jim, please, ask the, answer the questions directly.

**JAMES LEWIS**

Yes.

**COUNCILMAN WOLFSON**

Under this proposed ordinance, does somebody have to come to the City to ask for something and if so, what is it?

**JAMES LEWIS**

The answer is yes.

**COUNCILMAN WOLFSON**

Okay.

**JAMES LEWIS**

And between one and four individuals live in a house, there are permitted use. (Inaudible) –

**COUNCILMAN WOLFSON**

They're – asking for a conditional, excuse me.

**JAMES LEWIS**

Yes, Sir.

**COUNCILMAN WOLFSON**

They're asking the City to give them a permit, correct?

**JAMES LEWIS**

Between five and 10 in occupancy and 11 and more, yes.

**COUNCILMAN WOLFSON**

And in order for us to give them this permit, which is permission, they have to comply with the ordinance, which has regulations within it.

**JAMES LEWIS**

Correct.

**COUNCILMAN WOLFSON**

Okay. If they seek permission through a process, to open up one of these group homes, as you've described, and it doesn't comply with the regulations, we can say no.

**JAMES LEWIS**

Yes.

**COUNCILMAN WOLFSON**

If it does comply, and we say yes but then we learn through a complaint driven process that there're in violation, we can send Code Enforcement out to do that process. If they're in violation, we can revoke the permit, correct?

**JAMES LEWIS**

We, yes, we – can use our Code Enforcement process to stop them from operating. That's correct.

**COUNCILMAN WOLFSON**

Is that the same thing I said, revoke their permit or –

**JAMES LEWIS**

Very close, yes.

**COUNCILMAN WOLFSON**

Okay. So, there is a process in, okay, that's all I wanted to hear. Thank you.

**MAYOR GOODMAN**

Okay.

**COUNCILWOMAN TARKANIAN**

Mr. Mayor, I don't understand this. First of all, I would like to say, absolutely, the majority of my professional life was with the disabled. And I understand why some of this has developed the way it has, because at the time I began working with disabled, they were shunned. They were, you know, the autistic and the mental retarded and the deaf were put into homes that they called for the mentally handicapped. So, I understand why we began to want to bring more into society, and as we became better educated ourselves, we were able to help them. And, but what I don't understand, and as I, from what I've been told, the state can put a half-way house, they can put a house for, let's say, recovering alcoholics, recovering drug users, and not even let us know, because I've asked, can – we at least know if they have this, and we are never told. We had five houses near Pittman Elementary School, which we were able to be (sic) shut down. They were able to be shut down because, fortunately, someone in the house told us about things they were doing wrong, you know, use of electricity, unsafe home situations, so, thankfully, we were able to shut down those homes. The woman who was involved with those homes was making over

$300,000 a year. I don't know if it was five homes or she had some in Councilman Reese's district, but what I'm trying to say is this is – my objection, we are never told. So, if somebody comes and says these people are drinking a lot and they're hanging around, we don't know what the situation is. Why can't we ask the state to let us know? That's the main thing.

And the second thing is, I have no, nothing against recovering or those who have moved from, you know, drug use and – they moved to improvement, but how do we know that? How, who does testing to regulate? Who regulates it? Truly these are, and by the way, Jim, you and I have gone through this for probably a year and a half. And I know how hard it is, and I know the anger that's been spoken by people in the community and – I know you're not advocating this –

**JAMES LEWIS**

I'm not. No.

**COUNCILWOMAN TARKANIAN**

– you're just trying to tell us the law.

**JAMES LEWIS**

That's right.

**COUNCILWOMAN TARKANIAN**

I am very upset that people on the state, on the Supreme Court or in the federal government who really don't know the fields that well of those who are recovering, have put this on us because they don't know what we're faced with. So, that's, those are the questions I'm asking.

**JAMES LEWIS**

Thank you, Councilwoman. Mayor – if I may, I think – what might be helpful is for me to read into the record what conditions of approval, what conditions these homes would have to follow, so you understand that there is a regulatory process on behalf of the City.

**MAYOR GOODMAN**

All right, before you do that, Councilman Anthony had a question.

**JAMES LEWIS**

Sure. Thank you, Mayor.

**MAYOR GOODMAN**

Okay, fine.

**COUNCILMAN ANTHONY**

Councilman Wolfson kinda really got to the rub and – I just wanna be real clear – on this, they have to, for five to 10, they have to get a permit from the City.

**JAMES LEWIS**

Yes, they – have, they are conditional use. They would have to file something called a Conditional Use Verification form. It will tell us who operates it, who's to be in the home, how it will be operated and it will address the conditions that we have laid out in the ordinance, and if all of those, and if they then comply with all of the conditions, they then are a permitted use at that point. They then may operate. Let me say this, one of the, and I'll read it later, but one of the things they've gotta do is get a state license. And this is, Mayor, I was trying to allude to this, we've got the land use process. We – say you can be here, you can't be here or as limited by federal law enforcement. The state has the regulatory process, the licensing pro, process. How you operate these homes, who can operate them, the background checks of the – operators have to go through. So, in order to get a conditional use permit, you've gotta – go to the state and get licensed first. And, so, and – what I'd like to do, though is go through the conditions just to – kinda of explain the Council what kind of regulations that we have for those homes between an occupancy of five to 10.

**COUNCILMAN ANTHONY**

And – Jim, just to clar – I'm glad you're gonna go through that 'cause I wanna hear, but those – are the conditions that, if they say they said them and they got the permit and they're up and running, those would be the conditions that we will use to regulate –

**JAMES LEWIS**

Yes.

**COUNCILMAN ANTHONY**

– that particular home in order to, if they violate a condition, then we can pull the permit and then they can't operate the home any longer.

**JAMES LEWIS**

Correct.

**COUNCILMAN ANTHONY**

– any longer. Correct?

**JAMES LEWIS**

If they're – no longer, if they're a conditional use, and they don't comply with the conditions, they're not allowed to be where they are. And therefore, Code Enforcement can go out and shut them down. Part of our – issue, frankly, is enforcement. It's difficult to enforce, right? And so, I think that Dr. Lisa Morris and her people are gearing up to enforce. I'm not gonna talk on her behalf, but we are complaint driven system and we need to know where they are. Once we do, they do a very good job of, one, finding out who's operating. Do they have a state license? Are they – permitted as a matter of law where they are? And if they're not, we take action just like we take action on the homes that are falling in disrepair.

**COUNCILMAN ANTHONY**

So, I guess with that (inaudible) –

**MAYOR GOODMAN**

Which we – haven't been able to close down, after asking for 11 years for authority to be able to rectify the problem, our attorneys haven't been able to give us an answer.

**COUNCILMAN REESE**

Your Honor, If I could, please.

**MAYOR GOODMAN**

That's only been 11 years.

**COUNCILMAN REESE**

If I could, Your Honor. I'd – like to talk to Trina, please. If I could, Lisa?

**MAYOR GOODMAN**

I couldn't help myself. Yeah, we're trying to get there. Fine, let's do the conditions.

**COUNCILMAN REESE**

No, just, I –

**MAYOR GOODMAN**

Okay. Mayor Pro Tem.

**COUNCILMAN REESE**

Ms. Morris? Dr. Morris? Okay, this problem we have down on 16th Street, the first gentleman alluded to. This was first reported to us over a month ago. Are they still in business today?

**LISA MORRIS-HIBBLER**

I'm not sure, but probably so.

**COUNCILMAN REESE**

Probably so. They – are. And I – have asked, (inaudible). I talked to two, I talked to Devin and Tony yesterday, and it's, they, maybe we can but we haven't. That's – why I wanted you to come up first, is I'd like you to sit down and think about it, why. Why are these people still in operation today operating like they are?

**LISA MORRIS HIBBLER**

I can answer now, if that's okay, Mayor.

**MAYOR GOODMAN**

Certainly.

**LISA MORRIS-HIBBLER**

Okay, members of the Council, Lisa Morris-Hibbler, Deputy Director, Neighborhood Services Department. As Jim was stating, it is often difficult for us to close these homes down. I mean, part of it is, we have to be able to get in. And as Dan knows, and the attorneys that we've worked with, a lot of time you have to get an administrative warrant in order to get inside of the home to do our investigation. Once we do the investigation and we get all the evidence that we need, then we can proceed. One of the things that will help with the ordinance is it will make it clear; before we were running in circles. Is it a business license issue or is it a planning and land use zoning issue.

So, our staff would constantly be going in circles and having to go get information from Building and Safety, Fire. Sometimes it was a fire issue. So, this at least is making it clear as to what the process is. So, if you have a person that is operating a business, so it's five or more, our staff will know exactly what to do and the process will be a lot simpler. We can go in and we can go through an investigative process, and then move forward with closing them down. Now, we have been successful in closing some, as Councilwoman knows, that we worked very hard with the (inaudible). I know, Coun, Mayor Pro Tem, we worked with you too.

**COUNCILMAN REESE**

No, oh, no.

**LISA MORRIS-HIBBLER**

But sometimes, it's been difficult.

**COUNCILMAN REESE**

We have – closed them down in my Ward, also.

**LISA MORRIS-HIBBLER**

Absolutely.

**COUNCILMAN REESE**

I'm saying, there – is problems that we face and the people here, we find out because of complaints, they – didn't have permits.

**LISA MORRIS-HIBBLER**

Right. And one of the things Mayor Pro Tem, if I may, since we've been researching and coming to you with a proposal, we have not been shutting the establishments down unless they are code, life and safety violations. And a part of that was that we did not want to get into additional problems by violating, possible violations of the – Federal Fair Housing law. So, if it was something that was life safety, we were immediately addressing that. So, I want to make it clear that (inaudible).

**COUNCILMAN REESE**

Okay.

**MAYOR GOODMAN**

Mr. Lewis, could you answer Councilman Anthony's request?

**JAMES LEWIS**

Yes, Mayor, thank you very much. Okay, so, if you'd like to follow along, we're on Page 4 of the – proposed amendment, and what I'm gonna do is, I'm just gonna kinda of start in the middle. But one thing, I'm gonna read the conditions but I'm also gonna read you, specifically, what aren't community residences because, I think, there's some confusion here amongst folks out in the com, our constituents, and maybe, up on the dais.

The use of a family community residence and a transitional community residence does not include any of the following: a senior citizen apartment, an adult day care center, a convalescent care facility, slash, nursing home. That's the one of 11 or more people. A facility with transitional living for released offenders. It doesn't include ex-cons. A facility that provides testing, treatment or counseling for drug and alcohol abuse, a hospice, a sex offender counseling facility, a boarding house or a rooming house, any other group living arrangements for unrelated individuals who are not disabled or any of the following as defined by NRS Chapter 449; facilities for the treatment of drug and alcohol abuse, modified medical detoxification facilities, transitional living facilities for released offenders, facilities for the treatment of narcotics or community triage centers. None of those are covered by this ordinance. We have separate, either prohibitions or use permissions, for any of those establishments.

Here are the conditional use regulations from between a community residence with a population between five and 10. Except as otherwise regulated, provided in regulations two and three, a community residence may not be located closer than 660 feet to any other community residence measured from property line to property line. Where there is a street, number two, where there is a street, freeway or drainage channel at least 100 feet wide between the proposed community residence an existing community residence, the minimum separation requirements from these two, 100 feet from property to property line. 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 one and two should not apply. A maximum of two persons who function a facility, as facility operators support staff, may reside in a community residence without being counted towards the 10 residents limit established for that

use. Resident/operator, slash, support staff in excess of two shall be counted towards the 10 person limit. And – here come the actual regulations.

A community residence shall comply with all public, health safety requirements, including all building and fire code requirements for the dwelling type in question. If a federal or state law or regulations require the proposed community residence to be licensed or certified, the applicant must obtain that required license or certification before commencing operation of the CR. They gotta go to the state first. If we find, if we go on a comm., on a call, our Code Enforcements go on a call, find out they're not operating under the state license, we immediately going to issue a Notice to Comply.

If federal, okay, when located in O, C-1 or C-2 zoning district, a community residence may not be established unless it is – part of a mixed-use development. The operator of a transitional community residence, that's for the recovering alcoholics and drug addicts, must require residents to be actively and continuously enrolled in an off-site 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. The operator must prohibit the use of alcohol and illegal drug use by residents, and the operator must, upon request and with reasonable notice, provide, produce satisfactory evidence, evidence satisfactory to the director or the Code Enforcement manager, that residents are in compliance with this regulation.

Next one. Occupancy within a community residence shall not be made available to any individual whose tendency 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 TCR, 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. The community residence must be consistent with the scale and architectural character of the neighborhood. This one is important. If somebody buys an empty lot, builds themselves what looks to be a commercial clinic in the middle of a residential neighborhood, they may not operate in a single family neighborhood.

The special use permission, this next one, the special use provisions shall not apply to regulations five through 10 above. That means you can't change regulations five or ten with a special use

permit. These regulations have to stay no matter what; you can't use the special use permit and come ask you guys for relief.

Okay. In the case, and this is the next one, in the case of a special use permit application that's filed as a consequence of not qualifying for a conditional use treatment under the 660 foot proximity distance relationship, the application must be approved, unless the Planning Commission or City Council determines that one or the more, one – or more of the following conditions would occur in the community. The building would, the building could be occupied as a CR would be established or modified in the manner that it would make it inconsistent with the scale and architectural neighbor, character of the neighborhood. The proposed community residence, together with existing community residences would alter the residential character of the neighborhood by creating an institutional atmosphere through the concentration of CRs on a block or adjoining blocks. That's – the, that's one of the important ones. If someone comes in and says, I'm 300 feet from another community residence, I want a special use permit; you have to grant it to me. The answer is, if we think you're creating an institutional atmosphere in our single-family neighborhoods, the answer is no, and I can reasonable defend that in federal court. Lastly, the application of a community residence does not or would not comply with regulations five through 10 above. So, if the community residence hasn't gone to the state first and received its licensure, we don't license them. We don't give them the special use permit, and we don't, it is unlikely that we lose, at a federal level, if we reject for not having state licensure. So, those are the conditions.

**MAYOR GOODMAN**

All right. One last question from me.

**JAMES LEWIS**

Yes, Sir.

**MAYOR GOODMAN**

Can we require a City business license?

**JAMES LEWIS**

The answer is yes. You can require, this Council has the discretion to do what it wants, absolutely, we can add that in. My – question would be this. If we can use Code Enforcement to – enforce these regulations, does – it do us more good to just have another enforcement mechanism? So, is – the question?

**MAYOR GOODMAN**

No. My – feeling is that if we're going to have these kind (sic) of facilities, we should require a business license, and, if in fact, we feel that the person, who is collecting the food stamps, as his payment, is not deemed worthy of having a business license, then we can reject it. And I don't want to rely on the state for that kind of judgment. They're up in Carson City; they don't know what's happening here.

**COUNCILMAN ROSS**

Mayor, and if I may.

**COUNCILWOMAN TARKANIAN**

And Mr. Mayor?

**COUNCILMAN ROSS**

I don't think, Mr. Lewis, are you being genuine with us because, so we – require a business license of all these facilities, what if they don't, what if we deny somebody one, they can still operate under state law, under federal law, without our blessing of a business license. Am I correct?

**JAMES LEWIS**

That, that's the point – that I have been –

**COUNCILMAN ROSS**

– trying to make –

**JAMES LEWIS**

– trying to make. It's not that I haven't been genuine, it's that I've been trying – to make the point that if we – treat, the – law says, not Jim says, the law says, if – we treat the operator/owner or the disabled folks in a home differently than the non-disabled, so, if we require a business license over here for the disabled or the owner of the disabled home, and we don't, for the owner of a person, oh well, for the owner of a home that is rented to the non-disabled, we are likely to have problems in federal court. That's – my advice to you. I will tell you that we can, we – could – pass this ordinance and you can tell us, we're gonna pass the ordinance but we're gonna strike – your provision. We're gonna strike the proposed provision that would strike the Title 6 Business License Requirements, and we could – move on from there.

**MAYOR GOODMAN**

Okay. Thank you. Let's hear from the public. And folks, we're still in our morning agenda. We're not under any circumstances, we're not gonna be able to get to the afternoon agenda before, I'd say two thirty. There's just no way we're gonna make it, just wanna advise you of that in case you wanna use your time. I hope we'll be able to start the afternoon at two thirty. And also for the gentleman, who wanted to speak to us later on, I'm sorry, but we haven't taken a break and we're still in the morning.

**COUNCILWOMAN TARKANIAN**

Mr. –

**MAYOR GOODMAN**

Yes, go ahead, Sir.

**LEX ANDERSON**

Real quick. Thank you, Mayor Goodman and Councilmembers, thank you very much. Lex Anderson, 3709 Water Hose Street, with the NORA, Northwest Area Residents Association, we (sic) intimately familiar with this. It's really good to see that you guys get it. It's really good to hear this. We've heard Jim's presentation three times now, so we've internalized it and – it's

fascinating how the federal government has been prob, problematic and it's problematic for you guys, all of this. I just want to say that we appreciate the work and effort that the City Attorney (sic), Jim Lewis and Assemblywoman Marilyn Kirkpatrick are doing, on behalf of our community, regarding the issue of neighborhood group homes. The reality is that group homes – are a business largely paid for by the taxpayers. Too many of these facilities are problematic, not only because of the teen population, they bring their culture with them, but the deficiencies and supervision of management, and some of 'em are illegal. The result is too often there's a very negative effect on a neighborhood and community culture.

Jim and Marilyn are working with us to this end. We appreciate it but a lot work needs to be done. The public deserves a voice in this program. You know, we've got a, we have a foster care home in our area that just got denied use for three facilities that they run. There're gross problems and they're back in business again. We've got two problematic teen group homes that are within a stone's throw from each other that's problematic as it is. We can go on and on with this kind of stuff, but we appreciate your efforts for this – that's, thank you very much.

**MAYOR GOODMAN**

Thank you. Yes, Ma'am.

**MARY KREMER**

Hi, Mary Kremer, 5209 West Gilmore Avenue, I am with Lex, part of the NORA Residents Association. Just to echo kind of what – Lex was going down and what Steve has – said as well. You know – we as – constituents, we're screwed. The federal government has just given it to us in a big way and given it to you guys. You know, you, we've got no recourse, basically, to – handle this. Now, maybe we try and regulate the crap out of 'em. Make 'em go through hoops multiple times to get to be able to do these things. Make it uncomfortable for them; make the process just unbearable. I don't know but this just needs to get under control. I don't have a problem with 'em in my area, to a large degree. The problem, like a lot of you folks have said, is enforcement. We're tied there. You guys are just handicap there. Nobody can enforce what's going on. It's run at the state level; nobody is enforcing it. So, we're screwed. We need to have the ability to have these homes to help these people but they can't run rapid. They can't be

deteriorating neighborhoods. They can't be having their friends over and causing problems in the neighborhoods. They may be really good run facilities, like this gal says, but what do they draw to the neighborhood. That's what needs to be controlled as well. There's (sic) a lot of areas to this, they all need to be considered and you – folks need to listen to the constituents. We need to get to the state people, we need to get to the federal people, and we need your help in doing that too. So, thank you.

**MAYOR GOODMAN**

Next, please.

**COUNCILMAN WOLFSON**

May I please ask one question real quickly?

**MAYOR GOODMAN**

Yes, Sir.

**COUNCILMAN WOLFSON**

A yes or no. Jim, is this a time sensitive matter? Do we need to take action today or if we decided to hold it for further review, study, whatever you wanna call it, is that a, is that a problem?

**JAMES LEWIS**

It's not a problem. Mr. Mayor, if I may.

**MAYOR GOODMAN**

Sure.

**JAMES LEWIS**

No, it's not a problem. We – encou, December 2008, we encountered a national group who was willing to file suit against the City at that time, and so it's been about 18 months. They told me,

the last time I talked to them three months ago, four months ago, that, you know, they – were getting to the end of the period in which they'd wait, but the fact of the matter is, if you direct us to wait and do more study, then that's what we're gonna do.

**MAYOR GOODMAN**

Okay. Yes, Sir.

**TODD FARLOW**

Thank you. Todd Farlow, 240 North 19th Street. Two questions: Number one, how close do we work with the state licensing authorities? Number two, on the state application, do they have to put the address of – where they're gonna operate the home or do they just get a license and then go find a place?

**MAYOR GOODMAN**

All right. Who can answer that question?

**JAMES LEWIS**

Mr. Mayor, I can answer.

**MAYOR GOODMAN**

Very good.

**JAMES LEWIS**

Thank you, Mr. Mayor. The – answer is to question number two first, yes, they need to identify the exact address in which they're going to be licensed. The license is not for the person, it's for the address. The first question –

**TODD FARLOW**

How – close do you work with the –

**JAMES LEWIS**

Oh, well, the – fact of the matter is, the state has, state law issues us the land use program, they do the licensing. I don't think the City has been working in great concert with the state, it's all BCQC to this point, but I would suggest that would be good that on a monthly or quarterly basis, that the City write them a letter saying give – us a list of all the licenses that you've issued.

**COUNCILWOMAN TARKANIAN**

Mr. Mayor?

**MAYOR GOODMAN**

Yes.

**COUNCILWOMAN TARKANIAN**

And that's a key point. For years I've been trying to get from the state when they're gonna put such type of a home within our City, and they don't tell us. Now, is it our responsibility to have to write them every month and say what homes have you put in? Shouldn't there be some responsibility on their part that they tell us because they are to have the exact address. They never share that with us.

**COUNCILMAN WOLFSON**

Is it a public record? I mean –

**COUNCILMAN ROSS**

Mr. Mayor?

**MAYO GOODMAN**

Yes.

**COUNCILWOMAN TARKANIAN**

Is it a public record we could – right –

**JAMES LEWIS**

It is – a public record. There would be a legal question as to whether or not gathering and dissemining, disseminating that information would be a violation of federal law. I just, it's just, I'm sorry to put it that way, but there would be so, there would be those that would claim that you're not, you don't treat single family traditional, non-disabled residents this way. You can't but, I would say is this, we should talk to our legislators in the next term about, if this is where the Council wanna go, making a change to NRS 449 to require the state to issue that letter to us on a monthly or quarterly basis.

**COUNCILWOMAN TARKANIAN**

And that would be a good idea, except the way things are going on the federal level now, I don't know how long it would take to get something like that passed. So, the next step is this, why can't we require, as some of us up here have recommended, why can't we require that they have a business license? It's a business. Somebody's operating it, somebody's benefiting, money-wise, from it. Why couldn't we do that, then we would know, and then we could control better, couldn't we?

**JAMES LEWIS**

Mr. Mayor?

**MAYOR GOODMAN**

Yes.

**JAMES LEWIS**

If I may?

**MAYOR GOODMAN**

Certainly.

**JAMES LEWIS**

The – my –

**COUNCILWOMAN TARKANIAN**

Well, we do though. It's a business operating in a residential area.

**JAMES LEWIS**

My review of the case materials is this, we would be, we would, virtually, be the guinea pig in federal litigation with regard to whether these residential facilities are businesses or residential facilities. The, unfortunately, or fortunately, whatever side you're on, the federal law is anti-discrimination law. That's – the basis of the law, and the law wants us to treat everybody equally. So, one thing that I have mentioned to City management, one thing that I've mentioned to the people that were together thinking about how to change these laws is, can we, (inaudible) business licensing, should we license, should we require a business license of all people that own rental homes, because if we did that, then guess what, the folks that are renting to the disabled would also have to get a business license. One of the issues really is, if you've got an owner of a rental home, that rents to the non-disabled, and we don't license that individual or that company, maybe at 600 homes, there – would be judges that would be inclined to rule that you're treating the disabled and those that are – working with the disabled differently.

**COUNCILWOMAN TARKANIAN**

But the thing is, isn't there a difference between renting your home, because you have to leave town or something, you as a person, renting your home, and you as a person operating a business? When you're not just renting to one family, you're doing it because each person that you're letting into the home gives you money as – a business.

**JAMES LEWIS**

I under –

**COUNCILWOMAN TARKANIAN**

Isn't there a difference?

**JAMES LEWIS**

Mr. Mayor, if I may. I understand the argument completely and that's the argument I would make in federal court, if we – proceed with the business license, absolutely. We would – establish these – are not, we would try to establish that these are not residential facilities and they are in fact businesses and under (inaudible) Ambler – Realty, we have – the right to decide, on our zoning districts, where uses are proper, whether improper. We'd make all the right arguments, and then it would come down to, there are no cases that I found that hold that these facilities are businesses.

**COUNCILWOMAN TARKANIAN**

Well, then –

**JAMES LEWIS**

They hold the opposite.

**COUNCILWOMAN TARKANIAN**

– they're operated, if I rent my house, I'm not getting each person to have to pay me money for services I'm supposed to provide for their needs, to me, would have at least a decent chance there.

**JAMES LEWIS**

Yes.

**MAYOR GOODMAN**

Councilman Anthony.

**JAMES LEWIS**

It's very frustrating. Believe me.

**COUNCILMAN ANTHONY**

Thank you, Mayor. I guess what I'm hearing here is from Mr. Lewis is, we, I mean, we have to comply with federal law, I mean, that's what you're basically telling us, right?

**JAMES LEWIS**

Yes, Sir.

**COUNCILMAN ANTHONY**

But, what –

**JAMES LEWIS**

I'm not saying, I am suggesting that you comply with federal law.

**COUNCILMAN ANTHONY**

Yeah, but what the lady that was up here just a minute ago, I think she hit the nail on the head, is maybe we need to ensure that we have adequate regulations in place to make sure we don't have trouble with these homes and maybe these are not enough. And maybe we need to, like Councilman Wolfson said, maybe we need to step back and look at are there other regulations that we could put in place, like for example, I mean, you have in here most prohibitive use of alcohol and illegal drug by residents. Can we mandate that they take a drug test? Those are the things that we need to look at. And this – lady over here, I've never met you before, but you were mentioning that you're head of an association or something of group homes, maybe these homes need to be certified by an organization, 'cause I know a lot of times in order to be certified by something, you have to be certified by an organization and since she's never had any trouble, maybe that's something that we could include as a regulation. I don't know but I think maybe that needs to be shaken out a little bit.

**MAYOR GOODMAN**

All right. Let me – hear from this gentleman. Yes, Sir.

**DENNIS WINSLOW**

Good afternoon, Mayor and members of City Council, my name is Dennis Winslow. I live at 4408 St. Andrew Circle. In July of 2007, I tried to get a business license from the City of Las Vegas and was told that I didn't need one.

**MAYOR GOODMAN**

For what kind of facility?

**DENNIS WINSLOW**

For a women's house, recovery house. Okay. We do not offer treatment. We offer a safe place for women to live. I was told that I didn't need a business license. I have a state business license for the corporation that rents the house from me and this house is in my backyard. We drug test weekly. Any resident that is found that is in violation of that is asked to leave now, and they are not allowed to stay. You know, we have a whole set of house rules. I am the landlord of the Oxford House that Mr. Lewis has been talking about, and I'm with, we are chartered from Oxford House. So, we have rules that we have to abide by from Oxford, along with the rules that we set up. And my wife is in that house every day because we don't want problems with the neighbors.

I spent hours in Business Licensing (sic) with Mr. DiFiora (sic) and Carol Meyers (sic) trying to figure out, I even offered to pay room tax, okay, and I was turned down. I tried to bring solutions to the – licensing department before this ever got started, you know. I don't have a lot of money and I don't make any money on my business. I lost $50,000 in the last two years because not everyone pays their rent, but I offer them a safe place to stay. Where're these people supposed to stay, underneath the bridge at D Street? Or do they want to stay in the jails? We have to have some place for these people to go. Would you mind me being one of your neighbors? I am a recovering addict of 22 years, okay. This is something that I'm trying to give back to the community and I get shot down and fought with every place I go. This has been such a

frustrating experience all the way through, and I get doors because this group doesn't know what this is doing, you know, Neighborhood Services doesn't know what this is doing, Code Enforcement doesn't know this, Building and Safety doesn't know this. There's such a modge-podge (sic), and Jim has done such a great job of trying to get it all together so that there is a common place to start with, so that people like myself who are trying to do something good for the community and bring something to the community, I don't mind if I have to have a business license. I have a business license for my own business, and it's a home-based business. You know, I don't mind that, but the problem is, that there's gotta be some consistency from the State, to the County, to the City, so that this stuff, kind of conversations don't occur and continue. Thank you for your time.

**MAYOR GOODMAN**

Thank you. Anybody else like to be heard?

**COUNCILMAN BARLOW**

Mayor Goodman?

**MAYOR GOODMAN**

Yeah, let's – hear from the public and then the other Councilmembers can be heard, then we'll hear from the counsel.

**BRUCE BONGARDT**

Mayor Goodman and Council, my name is Bruce Bongardt, basically, as you may know, I'm actually here for another reason, but I'm a mechanical engineer by trade. The reason why I'm coming up here is, the way in which I think, as a mechanical engineer, I kind of take things and look at 'em, maybe a little bit differently. I see that you all are talking about permits and licenses for a business and you're talking about homes, has – there been any endeavors or any kind of look at, looking at things from more of a registry individual personality perspective, where individuals, the individuals that would be in these homes would actually be taking a look at. And in some sense, kind of ranked and then based on that –

**MAYOR GOODMAN**

No, no, there's –

**BRUCE BONGARDT**

– it would then be delivered to –

**MAYOR GOODMAN**

– there's nothing like that.

**BRUCE BONGARDT**

– a kind of evaluation.

**MAYOR GOODMAN**

No, we don't have money for it either, even if it was legal. All right. Now, Councilman Barlow?

**BRUCE BONGARDT**

Thank you.

**MAYOR GOODMAN**

Why don't you be heard, then Councilman Ross and then Ms. Fretwell.

**COUNCILMAN BARLOW**

Thank you, Mayor. First and foremost, Mr. Lewis, I want to thank you and Dr. Hibbler and the entire Code Enforcement staff and all the departments that participated in this ordinance that you brought before us here today. You all have been working on this for quite some time because of the need and because of the problems that continue to occur in all of our Wards. There is a major concern from residents and we, as a Council, we are trying to figure out how to respond to it. And so, for that, this ordinance that you brought forward is – a move in the right direction to – accomplish that.

The questions that I have is going back to the term that you used, the federal government term, in dicta, which, if I'm understanding it correctly, in dicta, the in dicta law would prefer to see the distance at zero separation between uses, such as what we're discussing here today. Is that accurate?

**JAMES LEWIS**

Mr. Mayor, if I may. Yes, the – federal district court judge that wrote an opinion opined, but not directly, that's what dicta is, that it's probably discriminatory to have any distance separation requirement. And so –

**COUNCILMAN BARLOW**

And that came from his ruling, correct?

**JAMES LEWIS**

Yes.

**COUNCILMAN BARLOW**

Okay. So, you also used the term, Mr. Lewis, or made the statement that you are suggesting to this Council that we follow the federal law. Your suggestion was that we, as a Council, follow the federal law. Is that accurate?

**JAMES LEWIS**

Yes.

**COUNCILMAN BARLOW**

Okay. Then my next question is, then why within this ordinance you would suggest a separation of 660 feet from property to property, if in fact, you are suggesting on one hand that this Council follows the federal law and the federal law came down as far as the dicta terminology representing zero for that separation, and you, on the other hand you're suggesting that this

Council move forward with the, 600, 660 foot separation. So, to me, that's speaking out of both sides of your mouth. So, help me understand that.

**JAMES LEWIS**

Certainly, Mr. Mayor. Two things: one, when I talk about dicta district court opinion, what that means, specifically, is that it doesn't have any precedential value on the next case that comes by. There are – case, federal law cases from back East that utilize the argument that I made earlier to justify a reasonable distance separation relationship. And those cases focus on the intent of the federal, it's the Fair Housing Amendments Act, which says clustering of group homes is bad, clustering of the disabled is bad, it's dispersing the disabled in traditional non-disabled neighborhood, is good. And so, what I'm saying is, to balance this is, basically, this ordinance here is a balance between your – constituent (sic) concerns and your very reasonable concerns for your constituents and federal law. It would have been easy for me to say, you know what, federal law says zero. That's not an appropriate balance, I believe, for your constituents and because I think I can make a reasonable argument in front of a federal court that 660 foot (sic) is legal, then I'm willing to do so on behalf of this Council.

**COUNCILMAN BARLOW**

Okay. Next question. On Page number 4 of the condition, the conditional use, regulations –

**JAMES LEWIS**

Yes.

**COUNCILMAN BARLOW**

– conditional use regulation number 8a –

**JAMES LEWIS**

Number 8a, yes, Sir.

**COUNCILMAN BARLOW**

– the operator of a transitional community residence must require residents to be actively and continuously enrolled in an off-site support program, including without limitations of alcoholism, so forth and so on.

**JAMES LEWIS**

Yes.

**COUNCILMAN BARLOW**

Going back to the regulation, and this is a question more so for Dr. Hibbler, if you'll come to the microphone, please. Who, in fact, Jim, if in fact this ordinance would move forward, who in fact would be responsible for carrying out the enforcement?

**JAMES LEWIS**

The answer would be the Code Enforcement Department of Neighborhood Services.

**COUNCILMAN BARLOW**

Okay. And Dr. Hibbler, with that being said, do we have the capacity from Code Enforcement through Neighborhood Services, to handle such complaints, the number of complaints that have come before this elected body –

**LISA MORRIS-HIBBLER**

Mayor –

**COUNCILMAN BARLOW**

– to enforce the regulations moving forward, if in fact this ordinance were to be approved.

**LISA MORRIS-HIBBLER**

Mayor, if I may?

**MAYOR GOODMAN**

Certainly.

**LISA MORRIS-HIBBLER**

We've had the capacity, Councilman, to address the complaints because we were complaint driven. I can't tell you how many complaints we would get now if this ordinance were to pass. But I can tell you that a lot of the concerns that the constituents have and the concerns are the ones that we don't really know about until somebody calls and complains. It's not the ones who are being regulated by the state, the, it's the ones who just pop up, next thing you know you see a whole bunch of people loitering outside or what not, causing problems in the neighborhood, and those are the ones we go to the home and we would investigate like anything else. So, when you see certain requirement in the ordinance, we, our officers would go to that particular location, request documentation to substantiate the number of individuals living in there and other requirements. If that information was not provided, we would move forward from there up to and including getting an administrative warrant.

**COUNCILMAN BARLOW**

Okay. And Mr. Lewis, if I'm understanding you correctly, the state will handle the regulatory licensing of – this particular use. Is that accurate?

**JAMES LEWIS**

Yes.

**COUNCILMAN BARLOW**

And upon the applicant receiving the license, then they would come to the City of Las Vegas to receive the land use element to complete the license. Is that accurate?

**JAMES LEWIS**

Yes. What I understand from state, because I talked to them, is that they issue a provisional license that is not – active until such time as they come to the City and then get the land use approval.

**COUNCILMAN BARLOW**

Correct. That's what I'm saying.

**JAMES LEWIS**

Right.

**COUNCILMAN BARLOW**

The state will handle the regulatory licensing.

**JAMES LEWIS**

Yes.

**COUNCILMAN BARLOW**

In order to make the business complete, they need the land use

**JAMES LEWIS**

Correct.

**COUNCILMAN BARLOW**

– component in order to receive the – certificate of occupancy, for lack of a better term.

**JAMES LEWIS**

Sure.

**COUNCILMAN BARLOW**

Correct.

**JAMES LEWIS**

Sure.

**COUNCILMAN BARLOW**

Okay. So, if in fact, a business does not have a license, meaning from the state, because today the City of Las Vegas does not require this particular use to receive a business license. Is that correct?

**JAMES LEWIS**

Yes. We have a, we – on our books right now we have a $50 semi-annual license fee –

**COUNCILMAN BARLOW**

What – does that – is for?

**JAMES LEWIS**

– for group residential care facilities. So, if you have a, if you have what is defined a residential group care facility by state law, you then file, well, you pay $50 semi-annual –

**COUNCILMAN BARLOW**

Is it a business license?

**JAMES LEWIS**

It is, yes.

**COUNCILMAN BARLOW**

It is a business license?

**JAMES LEWIS**

Yes, currently.

**COUNCILMAN BARLOW**

Okay. Currently it's a business license. So, in essence, if in fact, Code Enforcement approaches a home that does not have the provisional state license nor the provisional land use from the City of Las Vegas, then that home is operating inappropriately –

**JAMES LEWIS**

Let me –

**COUNCILMAN BARLOW**

– according to state and City law.

**JAMES LEWIS**

And I –

**COUNCILMAN BARLOW**

Is that accurate?

**JAMES LEWIS**

– and I would say illegally not inappropriately.

**COUNCILMAN BARLOW**

Okay, illegally.

**JAMES LEWIS**

Yes.

**COUNCILMAN BARLOW**

Is that accurate?

**JAMES LEWIS**

Yes.

**COUNCILMAN BARLOW**

Okay.

**LISA MORRIS-HIBBLER**

And, if, Mayor if I may, what –

**MAYOR GOODMAN**

– may as well, everybody else is. We – would, of course, get a complaint, go to the home, investigate, if we did not find the proper licensing, issue a notice to cease and desist, and then also give them information as to how they can become licensed and it'll be clearer.

**COUNCILMAN BARLOW**

Well for me, being that the state, in essence, we'll act as the City's buffer, in the sense of the regulation, and if in fact, like what I have right in, within my district, a number of homes that just pop up overnight, no licenses and they just open up shop, it would be clear cut that we can go in and we can shut those structures down immediately. Is that correct, Mr. Lewis?

**JAMES LEWIS**

Mr. Mayor if I may. Yes, that's, one of the – major –

**COUNCILMAN BARLOW**

Is it correct, Mr. Lewis?

**JAMES LEWIS**

Yes, yes. That's what this ordinance is meant to do, make it easier for people to understand what's appropriate, what's not, what's illegal, what's not, so we can enforce our laws more efficiently.

**COUNCILMAN BARLOW**

Mayor, the last question.

**MAYOR GOODMAN**

All right.

**COUNCILMAN BARLOW**

In regards to the land use component, when an applicant receives the okay, the license from the state level, the provisional license, and they come to the City, do they come before the City Council for approval or is this something that is done administratively from the land use standpoint?

**JAMES LEWIS**

From the land use standpoint if this proposed, if this proposal passes, from one to four occupants would be a permitted use, they wouldn't even come to the City. From five to 10, they would have –

**COUNCILMAN BARLOW**

It would be done administratively at – Building – and Safety, Planning and Development.

**JAMES LEWIS**

No, you wouldn't even know. It's a permitted use as a matter of law between one and four unrelated folks. Between five and 10 they would come and fill out the Conditional Use Verification.

**COUNCILMAN BARLOW**

Okay.

**JAMES LEWIS**

We would review it and if everything was proper, they would then be permitted to operate, from a land use standpoint. Eleven or more would have to come before this body for a special use permit.

**COUNCILMAN BARLOW**

Okay. I missed a step. Five to ten, what is the process for the five to ten?

**JAMES LEWIS**

They – will file something with the City called the Conditional Use Verification form. Federal law doesn't require, allow us to require applications and so we've got a form that they're going to fill out. And so, this form will be used to understand who, who's running it, where it is –

**COUNCILMAN BARLOW**

And –

**JAMES LEWIS**

– who the applicants are.

**COUNCILMAN BARLOW**

That's – fine, that's fine.

**JAMES LEWIS**

Okay.

**COUNCILMAN BARLOW**

But does that five to 10 come before the Council?

**JAMES LEWIS**

No.

**COUNCILMAN BARLOW**

So, that's just the administrative side of it?

**JAMES LEWIS**

Right.

**COUNCILMAN BARLOW**

So, anything eleven and above, under the special use permit, will then come before the City of Las Vegas?

**JAMES LEWIS**

Well, yes.

**COUNCILMAN BARLOW**

Council?

**JAMES LEWIS**

And let me say this, between five and ten that is closer than 660 feet from another, has the option of coming before this Council with a special use permit. They have that option.

**COUNCILMAN BARLOW**

Okay. Okay. Thank you, Mayor.

**MAYOR GOODMAN**

All right. Councilman Ross, then Ms. Fretwell.

**COUNCILMAN ROSS**

Thank – you, Mayor, and, Betsy, dying to hear what you have to say, so I'll be quick. Jim, let me say this, appreciate you certainly working with my constituents. Lex, Mary, thanks for coming down because you know where I am with this; I know how you feel about this. We've been talking about it for a long, long time. You've gone the extra mile, Jim, and I wanna say that 'cause you and I have had these conversations as well. But here we are, as a City Council, you see we're all passionate about it; we've been discussing this for a couple of hours now. We don't have the tools that we need as local government to do much, and we're playing with the idea of what tools can we use, how can we get to where we need to be to protect the legitimate houses that are actually doing good in this community, which we certainly need, and how do we get there so we can protect our neighborhoods from the bad guys. We're not talking about the good guys who are here today, and that's you folks. We're talking about the bad ones, the ones that Mayor Pro Tem can't get out, the ones I can't get gone, the ones that we don't have the muscle to move, the tools to make them go bye-bye, and that's probably the biggest issue. So, I just want you to know that right now, Jim, because I'm not sure I wanna move forward, as – one vote on this Council, until we beat this up some more, drag it around the block and see what else we can do about it. But I just want to share that with you.

**JAMES LEWIS**

Thank you.

**MAYOR GOODMAN**

Ms. Fretwell.

**ELIZABETH FRETWELL**

At the risk of weighing in to your debate about timing, let me just reflect on what I think I've heard for a couple of hours. One, everybody is extremely frustrated, all of you included with the citizens and the public, so is your staff, because for, one of the first things I dealt with as a newly appointed City Manager, was our City Attorney's Office literally, with his hair on fire, running into my office saying, we're about to get sued in a real bad way for – an ordinance that has not

met the standards of a federal judge, and we need to fix it. It's gonna take us awhile, we've got to do something or else, we are gonna have substantial risk moving forward. That was over a year ago, almost 18 months ago now, when we started this process.

Meanwhile, Lisa and her team, out in the field, are pretty much handcuffed. To do any of the things you've talked about wanting to be able to do right now because we don't have an ordinance for all intense of purposes, nothing. At least what's before you today is something.

So, what I was going to suggest after having listened to everything you've talked about today, is that, maybe the first step is moving forward with the ordinance the way it's written today, 'cause at least it puts a framework in place. That staff, then within however many days you want, 60, 90, whatever it is, we bring back subsequent information on two fronts. What more can we do from a regulatory standpoint; what more can we do from an approval standpoint, to try and tighten this up along the lines that you've talked about today, whether it be business licensing approvals, exploring the state regulations, etcetera.

The second piece of this puzzle, and something that the City has stood firm on, for at least the 10 years I've been here, is that we have a long standing position to fight federal preemptions of local land use. This is a reason why what we've been dealing with today. And I think it's incumbent upon us to let our federal delegation know how problematic this is for us, not that there shouldn't be a place for people to be rehabilitated, that the people that are, the good actors shouldn't be penalized necessarily. But our hands are completely tied on dealing with the ones that aren't good actors. I would think, if we could do those three things, if you feel comfortable taking action today, at least in the ordinance that's in front of you, to create a framework so we can get off the dime, diminish some of our risk, put a timeline on staff doing additional action, as it relates to approval processes, permitting, licensing, all the other regulatory tools we have in our tool box and approaching the federal delegation quickly with our concerns, maybe in partnership with some of the people who've been here today, to try and see if there's some way to get some better clarity at the federal level. I was mentioning to some of the staff earlier, we may not like it but the Telecom rules at least give you some authority over the placement of towers. They're not popular either. We don't even have that in this situation. We don't even have a little bit of help in that regard for local enforcement, if you will. So, for what it's worth, I – hope that you give

that some consideration so that, we at least take the handcuffs off our staff a little bit while we work to continue to refine this ordinance, versus having nothing in place right now.

**COUNCILMAN BARLOW**

Mayor Goodman.

**MAYOR GOODMAN**

Yes, Councilman.

**COUNCILMAN BARLOW**

Thank you, Betsy, for bringing that forward, because that was exactly where I was looking to, close of my ending statements. So, thank you for bringing that out. Also, thanks to Mayor Pro Tem Reese for requesting for Ted Olivas to remain behind in regards to him being able to listen to the dialogue, not only for the state legislature but for the federal delegates as well, because this is something that we're going to have to communicate on both levels, the state and the federal levels in order to provide some level of relief, specifically for those good folks who are trying to do the right thing. They're here because they want to do the right thing, you know. My gripe is not for anyone in this audience. My gripe is for those individuals that basically set up shop like renegades that come into the neighborhoods in which I represent and – cause a major havoc. And for that, I want to eliminate that illness, and I want it to be eliminated immediately. And – my suggestion or recommendation would be to – move this ordinance forward. I know it's not as clear cut as some of my colleagues would like it, but I believe it is a start in the right direction, and we can adjust and fine tune as we move forward. And – Mayor, I – would like to make that as my motion, that we approve the ordinance that has been brought before us and make appropriate adjustments accordingly, as the months and years go on. And – to the dear folks that are here that are looking to do the right thing, I suggest that you all continue to work with us to help us to make sure that we are doing things that help you to be successful, continuing to run above board businesses in the Wards in which we represent, 'cause you all understand where we are as well, because, you know, the problems that occur at your various properties, we hear from the constituents, your neighbors, our constituents, and we have to address it. So, we have to

work together in order to accomplish this very big task before us. And – of course, if you all, as you all have heard here today, we have to meet with our state legislators, and we have to meet with our federal delegates to find a happy median that you can continue to operate your businesses and we can continue to run communities in – our respective Wards, and in order to improve the quality of life for all our residents. And that will be my thoughts, Mayor, not – a motion. I'm sorry. Those are my thoughts in regards to – what – has been brought forward. Thank you.

**MAYOR GOODMAN**

Okay. Thank you. I haven't closed public comment yet. This is the time for public comment.

**COUNCILMAN REESE**

(Inaudible).

**JIM DiFIORE**

Mayor, members of the Council, just a correction, Mr. Winslow was here just a short time ago stating that he came to Business Licensing and was told that he did not need a business license. Carol Meyer and I spent some time with him. He was trying to submit an application as a short-term rental to try to bypass the regular process. And I believe, at minimum, he was told that he could not qualify for the type of license that he was going to apply for because of the zoning requirements. So, I wanna make that part of the correction.

Speaking of a short-term rental, I know Mr. Lewis was talking about the fact that we cannot be discriminatory against the disabled and the non-disabled, but I believe we need, we may need to look at the short-term rental as the requirement that maybe he's looking at as far as not being discriminatory because we do have that in our zoning codes and our business licensing codes, and that requires anybody who rents out their home for a short-term basis to come into the City to meet zoning requirements, as – well as to get this permit from the City of Las Vegas. So, maybe that mechanism is already in place.

Regarding the enforcement that has been discussed here amongst the Board, our office does enforcement on business licensing codes. We also have the authority to do Title 19

enforcements. So, there is some assistance that we can provide with Code Enforcement on the enforcement of these regulations if they go into effect, and we work very closely with Code Enforcement on all residential complaints. So, there is that piece of it that we can offer some help and services.

**MAYOR GOODMAN**

All right. Thank you. Anybody else want to be heard? It's closed. Three-minute timer, and it's gonna be strictly enforced.

**COUNCILMAN REESE**

(Inaudible).

**MAYOR GOODMAN**

Right. (Inaudible).

**JOE MAVIGLIA**

Three minutes?

**MAYOR GOODMAN**

That's it, three minutes.

**JOE MAVIGLIA**

How you're doing?

**MAYOR GOODMAN**

Folks, I said two thirty, figure three o'clock. I mean, it's just, it's gotten so out of hand.

**JOE MAVIGLIA**

Well, this is very simple. Joe Maviglia. I have a non-profit corporation called H and E Training Schools. I have been working diligently to work on retrofitting old whole mobile homes for low

income housing. These individuals that are working on these group homes may get a hold of me and look into this project. It could be extremely beneficial for low income housing for individuals, and there's a lot of trailer parks that have mobile homes that are empty and can be retrofitted for this project, as long as they are brought up to code. So, I'd like just to mention that for information. Thank you.

**MAYOR GOODMAN**

Thank you. Anybody else wanna be heard?

**BRYAN SPUHLER**

Bryan Spuhler, I'm, will be as quick as I can. I came today, I'm a case manager for Group Foster Home. That's actually why I was here. I actually came just, mainly, for clarification to know, was foster care being lumped in in the same category as recovering alcoholics and those kinds of things? It sounds like, based on discussions, that that actually is the case, and that it's being considered part of the group –

**MAYOR GOODMAN**

No, that's not the case.

**BRYAN SPUHLER**

That's not the case. Excuse me. I apologize. That was actually –

**MAYOR GOODMAN**

But, see, that's the problem, because here, you're sitting here, you're listening to everything and you come up the exact opposite of what we understand was, we were advised of. That's one of the big problems of having this presentation.

**BRYAN SPUHLER**

It was my understanding based on the, the gentleman in the yellow t-shirt, that they were referring to a foster home here in town –

**MAYOR GOODMAN**

Foster homes, according to our counsel, Mr. Lewis, are not included in this particular ordinance.

**BRYAN SPUHLER**

(Inaudible) a foster home with kids up to number, up to12 kids, that would not be (inaudible)?

**MAYOR GOODMAN**

As I understand, it's not included in this ordinance.

**BRYAN SPUHLER**

Thank you.

**MAYOR GOODMAN**

Is that correct, Mr. Lewis?

**JAMES LEWIS**

Yes, the – definition of family includes those with legal status. So, if you've got a home with foster children and you've got parents living there, not employees, you've got parents in the facility with foster children, then it falls under our family definition.

**BRYAN SPUHLER**

Okay.

**MAYOR GOODMAN**

Does that help you, Sir?

**BRYAN SPUHLER**

That, that's perfect. Thank you very much.

**MAYOR GOODMAN**

Very good. Anybody else wanna be heard? All right, then we'll close the public hearing. Let me ask you this, Mr. Lewis, how long would it take you to put in a business license provision in this ordinance?

**JAMES LEWIS**

Well, Mr. Mayor, we have a business license provision already for group residential care facilities, that – we were asking to be stricken. You could –, today, move forward with the ordinance, without striking the Title 6 business license requirement, and, it would continue to exist.

**MAYOR GOODMAN**

And would that be, according to your opinion, consistent with the federal opinion?

**JAMES LEWIS**

I would, my suggestion would be that we follow –

**MAYOR GOODMAN**

It's – really, you know, I –

**JAMES LEWIS**

Yeah, no –

**MAYOR GOODMAN**

– in my old life, I would – say to the witness, you know, yes or no.

**JAMES LEWIS**

The question – is, would we be in violation of federal law if we had a business license requirement?

**MAYOR GOODMAN**

I'm saying, is, if we did not strike the – business license provision, would that be inconsistent with the federal opinion?

**JAMES LEWIS**

Yes.

**MAYOR GOODMAN**

Okay. That's an answer.

**COUNCILMAN ROSS**

I'm proud of you.

**JAMES LEWIS**

Mayor, you understand, I get paid by the word, right?

**MAYOR GOODMAN**

That's why we have budget problems.

**COUNCILMAN REESE**

We need a motion –.

**MAYOR GOODMAN**

Okay, we need a motion.

**COUNCILMAN REESE**

Thank you, Your Honor. Again, I wanna – thank my Councilmembers, Mayor; Mr. Lewis for all you've done. Betsy, I can certainly appreciate what you're trying to tell us. I still feel uncomfortable. I had one of these freaks of nature pop up in my Ward, as was talked about by the first gentleman that was, spoke today. I – don't feel like that we have the tools to get him

closed today. I think we need to further study. I think I need to understand more of what I have to do, as a Councilman, to be the leader that I was elected to be in my Ward, and to make those decisions that will benefit the people that are complaining to me about it. I don't feel comfortable today about making a motion to approve this item. I appreciate your work, but I – feel like that we need a couple more weeks to be able to further – look at what would be satisfactory for everybody here today. And I appreciate Councilman Barlow's comments. I know he's just as frustrated as I am, and I really appreciate that, Councilman. But again, though, I –, I'd just like to hold this to our next meeting, see if we can't make a few additions or changes to see if we can't further strengthen what we're trying to do here, legally, I guess, to be able to pass muster.

**MAYOR GOODMAN**

Mr. Lewis, would, consistent with Mayor Pro Tem's remarks, do you believe you'll be able to go to the person or organization that is proposing a lawsuit against us and get us an additional two weeks before a suit be filed?

**JAMES LEWIS**

Yeah, Mr. Mayor. I – don't think that if, yes, the answer is yes.

**MAYOR GOODMAN**

Well, why don't you try to do that. I scared him, didn't I? I should have done it three hours ago, but that's (inaudible).

**COUNCILMAN REESE**

I would make a motion, Your Honor, to hold this to July 7, to see if we can't come back with, maybe, a stronger resolution here. That is my motion.

**MAYOR GOODMAN**

All right, that's the motion.

**COUNCILMAN REESE**

Incorporating, in my motion, everything that's been said here today, and I want to thank those who come (sic) out here and – explained to us what they do and how they do it, because I know that there are those out there, there are those ones out there that do a fantastic job, and every comment I made was not referred to those type of uses, because they are good, and they are needed, and I support that. Some of these fly-by-nights are the ones I'm – talking about, those are the ones we need to get a handle on.

**MAYOR GOODMAN**

All right.

**COUNCILMAN REESE**

I appreciate what you do.

**MAYOR GOODMAN**

And, we're being signaled by Mr. Lewis that he would like 30 days instead of two weeks.

**COUNCILMAN REESE**

Thirty days is fine.

**MAYOR GOODMAN**

And, Councilman Barlow?

**COUNCILMAN BARLOW**

Yes, Mayor?

**MAYOR GOODMAN**

Is that, would that be consistent with your wishes as well?

**COUNCILMAN BARLOW**

That would be consistent, and I wanna thank Mayor Pro Tem for his comments, as well. Thank you.

**MAYOR GOODMAN**

All right, very good. All right. That, that's the motion.

**COUNCILMAN REESE**

**July 21st.**

**MAYOR GOODMAN**

All right, that's the motion. Let's vote on that, please. Post. Motion carries. **(Motion carried unanimously.)**

**COUNCILMAN WOLFSON**

Mayor Goodman, may I make two quick observations, please? Number one, I know it's two hours. Number one, sometimes this kind of painful process that we went through, that took two and a half to three hours, is productive, because the way the Open Meeting Law works, when we have our individual briefings, and, Jim, you talked to a couple of us, then you talked to another couple, 'cause we can't meet in, as a body, the fact that we did this time and flushed it out with the help of our citizens and constituents. It was painful, it was long, but I think we helped to narrow the issue. So, I think it was a good process, even though it was fairly painful.
Number two, I hope somebody took some pretty good notes, because in the next 30 days, Betsy, in – the individual briefings that we have, I really want to focus on the questions that we all had so that we can get the answers, and if we have to tweak this ordinance, when we come back in 30 days, we have a clean –

**BEVERLY K. BRIDGES**

Councilman Wolfson, we're doing a transcript of this item, so it'll be word for word for you.

**MAYOR GOODMAN**

All right, fine. And – did you have anything else, Councilman?

**COUNCILMAN WOLFSON**

No, I'm good.

**MAYOR GOODMAN**

All right. From my perspective, I – want to explore the business license provision and also a placement provision, whether or not put, by placement, I mean, a group home being in an area before other homes surrounded rather than to come into an area where other homes exist.

**COUNCILMAN BARLOW**

Mayor Goodman?

**MAYOR GOODMAN**

You follow me or not?

**JAMES LEWIS**

No, I wanna make sure.

**MAYOR GOODMAN**

I wanna be clear on it.

**JAMES LEWIS**

Yeah.

**MAYOR GOODMAN**

I'm asking whether or not it would be constitutional and legal to have a requirement that the group home be at a location where other homes are not within a certain distance from it.

**JAMES LEWIS**

Yeah.

**MAYOR GOODMAN**

And, that's all I wanna know. In other words –

**JAMES LEWIS**

Yeah. The answer is –

**MAYOR GOODMAN**

– let's – assume there are homes fifteen hundred feet away –

**JAMES LEWIS**

Right.

**MAYOR GOODMAN**

– I – wanna know whether I can require that no group home goes, becomes a group home if it's within then fifteen hundred feet from another home.

**JAMES LEWIS**

Oh, okay. So – the – just so I can narrow it –

**MAYOR GOODMAN**

Right.

**JAMES LEWIS**

– our ordinance, as proposed, says, we've got a 660-foot separation requirement, if you're gonna be –

**MAYOR GOODMAN**

Right. But – as Councilman –

**JAMES LEWIS**

– really close –

**MAYOR GOODMAN**

– as Councilman Barlow pointed out, in the dictum, it said zero feet.

**JAMES LEWIS**

Yeah.

**MAYOR GOODMAN**

You say you can get away with 660; I wanna know whether you can get away with a mile.

**JAMES LEWIS**

No, I can tell you today.

**MAYOR GOODMAN**

All right. Well, tell me how much between 660 and a mile.

**JAMES LEWIS**

Okay.

**MAYOR GOODMAN**

Okay.

**COUNCILMAN BARLOW**

How many feet in a mile? No, I m just kidding.

**MAYOR GOODMAN**

Don't start with me.

**COUNCILMAN BARLOW**

No. I knew you knew, Councilman Wolfson. I was just challenging the Mayor. But, Mayor, if you don't mind, also, as far as the –, your comments in relation to the state legislature and the federal delegates, so that we can staff to also see what we can come up with, as far as discussions or – some level of proposal, because there're some things at the state level, as well as the federal level, we'll need to include in that comment.

**MAYOR GOODMAN**

Okay, very good.

**COUNCILMAN BARLOW**

– when it comes back in 30 days.

**(END OF DISCUSSION)**

/ac; lc/gpb

City of Las Vegas Agenda Item No.: **73.**

# *AGENDA SUMMARY PAGE*

## CITY COUNCIL MEETING OF: JUNE 16, 2010

**DEPARTMENT: CITY ATTORNEY**
**DIRECTOR: BRADFORD R. JERBIC** ☐ **Consent** ☒ **Discussion**

**SUBJECT:**
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2010-23 – Clarifies that the license fees imposed on a public utility pursuant to LVMC Chapter 6.67 may be collected from a governmental entity that is a customer of the public utility. Proposed by: Bradford R. Jerbic, City Attorney

**Fiscal Impact**

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

**PURPOSE/BACKGROUND:**
Pursuant to LVMC Chapter 6.67, the City imposes license fees on public utilities, which in turn are passed through to customers of those public utilities. Recently, there has been a challenge to the authority under which local governments, including the City, have authorized or mandated the payment of those fees by utility customers that are governmental entities. This bill will clarify that such entities are (and have been) subject to the payment of City-imposed utility license fees to the same extent as other utility customers.

**RECOMMENDATION:**
ADOPTION at 6/16/2010 City Council meeting pursuant to the 6/15/2010 Recommending Committee.

First Reading - 6/2/2010; First Publication - 6/5/2010

**BACKUP DOCUMENTATION:**
1. Bill No. 2010-23
2. Business Impact Statement

**BILL NO. 2010-23**

**ORDINANCE NO. _____**

AN ORDINANCE TO CLARIFY THAT THE LICENSE FEES IMPOSED ON A PUBLIC UTILITY PURSUANT TO LVMC CHAPTER 6.67 MAY BE COLLECTED FROM A GOVERNMENTAL ENTITY THAT IS A CUSTOMER OF THE PUBLIC UTILITY, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Bradford R. Jerbic, City Attorney

Summary: Clarifies that the license fees imposed on a public utility pursuant to LVMC Chapter 6.67 may be collected from a governmental entity that is a customer of the public utility.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 6, Chapter 2, Section 65, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

**6.02.065:** Except as otherwise specifically provided in this Title, [Nothing] nothing in this Title, including the imposition of any license fee or license tax, shall be deemed or construed to apply to any:

(A) Person engaged in any of the professions or occupations hereinafter enumerated solely as an employee of any other person who is properly licensed to conduct, manage or carry on any such business unless specifically provided otherwise in Chapter 6.04 or any other provision of this Title;

(B) Community theater as defined in NRS 364.130;

(C) Public bus transportation service for the carrying of passengers from place to place within the City, which is owned or operated by a governmental entity; provided, however, this exception does not apply to a private person who leases the service from the governmental entity for business purposes;

(D) Nonprofit professional services organization that provides all of its professional services to the public at no cost and has received its tax exempt status pursuant to Title 26 U.S.C. Section 501(c);

(E) Professional person licensed by the State who works solely either as a principal

or employee for a nonprofit professional services organization that has tax exempt status pursuant to Title 26 U.S.C. Section 501(c), if such organization provides all of its professional services to the public at no cost; or

(F) Government entity or professional person licensed by the State who works solely as an employee of a government entity.

SECTION 2: Title 6, Chapter 67, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

**6.67.010:** As used in this chapter, unless the context otherwise requires, the following words [will] have the meanings ascribed to them as follows:

(A) "Customer located within the City" means a customer, including a governmental entity, whose physical address is within the boundaries of the City.

(B) "Month" means a calendar month, or a portion thereof, when calculating the penalty to be assessed due to the late payment of a license fee.

(C) "Public utility" means any business that provides:

(1) A telecommunications service, is required to hold a certificate of public convenience and necessity issued by the Public Service Commission of Nevada, and derives intrastate revenue from the provision of that service to retail customers;

(2) A commercial mobile radio service as that term is defined in 47 C.F.R. Section 20.3 on the effective date of the ordinance codified in this chapter, or as later amended; or

(3) Electric energy or gas, whether or not the business is subject to regulation of the Public Service Commission of Nevada.

(D) "Revenue" does not include:

(1) Any proceeds from the interstate sale of natural gas to a provider of electric energy which holds a certificate of public convenience and necessity issued by the Public Service Commission of Nevada.

(2) Any revenue of a provider of a telecommunications service other than intrastate revenue.

SECTION 3: Title 6, Chapter 67, Section 90, of the Municipal Code of the City of

Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

**6.67.090:** The license fees [charged to] imposed upon a public utility pursuant to this Chapter must be collected by the public utility directly from its customers located within the City in proportion to the amount of revenue the public utility derives from each of such customers, unless the City has elected pursuant to NRS Chapter 354 to collect [said] those fees directly from the public utility's customers located within the City. The public utility must show the customer's portion of the license fee as a [surcharge] separate charge on the customer's bill. The fees imposed upon a public utility by this Chapter shall be collected from a governmental entity if that entity is a customer of the public utility.

SECTION 4: LVMC Chapter 6.67 was adopted by the City Council in 1996 in response to Senate Bill (SB) 568 of the 1995 Session of the Nevada Legislation. SB 568 placed limitations on the amount of franchise fees or license fees local governments could impose on a public utility. In connection with the adoption of LVMC Chapter 6.67, it was the intent of the City Council to have the amount of those fees paid by all customers of the public utility, including governmental entities who are customers. In 1997 the Nevada Legislature adopted Assembly Bill (AB) 508 as a follow-up to SB 568. AB 508, among other things, amended NRS 354.59887 to include a provision specifically clarifying that local ordinances may require license fees charged to public utilities to be paid by customers that are governmental entities of the state. The City Council believes that AB 508 was clarifying only, that it was not the only source of authority to enact an ordinance on the subject, and that, in any case, its adoption gives force to the City Council's intent. For that reason, the City Council intends for this Ordinance to apply to fees charged since the adoption of LVMC Chapter 6.67. If it is subsequently determined that it is not legally permissible to apply this Ordinance in that manner, the Ordinance shall be deemed to apply to fees charged since July 16, 1997, the effective date of AB 508. If it is further determined that it is not legally permissible to apply this Ordinance in that manner, the Ordinance shall be deemed to apply to fees charged after the day following publication of this Ordinance.

SECTION 5: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or

ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 6: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2010.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

_____ 5-20-10
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2010, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2010, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

**BUSINESS IMPACT STATEMENT**
**BILL NO. 2010-23**
**(Clarifies that the license fees imposed on a public utility pursuant to LVMC Chapter 6.67 may be collected from a governmental entity that is a customer of the public utility)**

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2010-23, that will clarify that the license fees imposed on a public utility pursuant to LVMC Chapter 6.67 may be collected from a governmental entity that is a customer of the public utility.

**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. The proposed ordinance is clarifying only, preserves the status quo, and does not affect businesses.

**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

**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 20, 2010

City of Las Vegas Agenda Item No.: **74.**

# *AGENDA SUMMARY PAGE*

## CITY COUNCIL MEETING OF: JUNE 16, 2010

**DEPARTMENT: CITY ATTORNEY**
**DIRECTOR: BRADFORD R. JERBIC** ☐ **Consent** ☒ **Discussion**

**SUBJECT:**
NEW BILL:

Bill No. 2010-24 – Updates the zoning regulations pertaining to shopping centers and malls. (TXT-37401) Sponsored by: Councilman Steve Wolfson

**Fiscal Impact**

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

**PURPOSE/BACKGROUND:**
This bill will update the zoning regulations pertaining to shopping centers and malls. The intent of the update is to generally treat shopping centers and malls, including regional malls, the same for zoning purposes, while preserving the availability of a distance-separation waiver for taverns located within a regional mall.

**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. 2010-24

**BILL NO. 2010-24**

**ORDINANCE NO. _____**

AN ORDINANCE TO UPDATE THE ZONING REGULATIONS PERTAINING TO SHOPPING CENTERS AND MALLS, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steve Wolfson

Summary: Updates the zoning regulations pertaining to shopping centers and malls.

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 "Retail and Personal Services" element thereof the entry for the use "Regional Mall."

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 "Shopping Center," as found in the "Retail and Personal Services" element thereof, to read as follows:

**Description:**

Any structure or group of structures that:

1. House any assemblage of various commercial tenants, including without limitation, retail uses, personal service uses, food service uses, and other ancillary uses;
2. Have a minimum combined gross floor area of 25,000 square feet; **[**and a maximum combined gross floor area of 350,000 square feet;**]**
3. Are located upon a single parcel of land or upon contiguous parcels of land; and
4. Have common vehicular access and parking facilities.

This use includes a regional mall.

SECTION 3: Title 19, Chapter 20, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto the following term, together with its corresponding definition:

"Shopping Center" means any structure or group of structures that:

(1) House any assemblage of various commercial tenants, including without limitation, retail uses, personal service uses, food service uses, and other ancillary uses;

(2) Have a minimum combined gross floor area of 25,000 square feet;

(3) Are located upon a single parcel of land or upon contiguous parcels of land; and

(4) Have common vehicular access and parking facilities.

The term includes a regional mall.

SECTION 4: For purposes of Section 2.100(3) of the City Charter, LVMC 19.04.010 and 19.20.020 are deemed to be subchapters rather than sections.

SECTION 5: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

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SECTION 6: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2010.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Validated 6-3-10
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2010, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2010, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

City of Las Vegas Agenda Item No.: **75.**

# *AGENDA SUMMARY PAGE*

## CITY COUNCIL MEETING OF: JUNE 16, 2010

**DEPARTMENT: CITY ATTORNEY**
**DIRECTOR: BRADFORD R. JERBIC** ☐ **Consent** ☒ **Discussion**

**SUBJECT:**
NEW BILL:

Bill No. 2010-25 – Amends the sewer service provisions to adjust the equivalent residential unit classifications for condominiums and apartment houses. Sponsored by: Councilman Steven D. Ross

**Fiscal Impact**

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

**PURPOSE/BACKGROUND:**
This bill will amend the sewer service provisions to adjust the equivalent residential unit (ERU) classifications for condominiums and apartment houses. Sewer rates for any occupancy are based on the ERU established for that use. Currently, condominium units carry an ERU classification of 1.00, while units within apartment houses have a .70 ERU classification. This bill proposes to equalize the two occupancies at an ERU classification of .80. It is believed that the historical distinctions between the occupancies have largely disappeared and that this adjustment will be more equitable.

**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. 2010-25
2. Business Impact Statement

**BILL NO. 2010-25**

**ORDINANCE NO. _____**

AN ORDINANCE RELATING TO SEWER SERVICE CHARGES; ADJUSTING THE EQUIVALENT RESIDENTIAL UNIT CLASSIFICATIONS FOR CONDOMINIUMS AND APARTMENT HOUSES; AND PROVIDING FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steven D. Ross

Summary: Amends the sewer service provisions to adjust the equivalent residential unit classifications for condominiums and apartment houses.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 14, Chapter 4, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

**14.04.020:** The following equivalent residential unit (ERU) schedule shall be used in calculating the user charges:

| **Customer Class** | **Billing Unit** | **ERUs** |
|---|---|---|
| Single-family dwelling | Each dwelling unit | 1.00 |
| Mobile home residential estates* | Each trailer lot | 1.00 |
| Mobile home parks | Each trailer lot | 1.00 |
| Multiple-family dwelling | Each dwelling unit | 1.00 |
| Two-family dwelling | Each dwelling unit | 1.00 |
| Condominium | Each dwelling unit | [1.00] <u>0.80</u> |
| Plus: outside fixtures in common areas | Each fixture | 0.45 |
| Apartment house | Each dwelling unit | [0.70] <u>0.80</u> |
| Plus: fixtures outside of dwelling units | Each fixture | 0.45 |
| Senior apartment house | Each dwelling unit | 0.50 |
| Plus: fixtures outside of dwelling units | Each fixture | 0.45 |
| Accessory structure (Class I) and other accessory structures used for habitation | Each structure | 0.60 |
| Halfway house | Each dwelling unit | 1.00 |
| Recreational vehicle parks | Each vehicle space | 0.70 |
| Plus: fixtures | Each fixture | 0.45 |
| Resort hotel | Each room | 0.60 |

| | | |
|---|---|---|
| Plus: fixtures outside of rooms (including fixtures in casinos and restaurants) | Each fixture | 1.50 |
| Residence Hotel | Each unit | 0.70 |
| Plus: fixtures outside of rooms | Each fixture | 0.45 |
| Casino | Each fixture | 1.50 |
| Motel/hotel/rooming house | Each room | 0.60 |
| Plus: fixtures outside of rooms | Each fixture | 0.75 |
| Business operations not separately rated/retail sales (including motor vehicle sales and retail establishments serving food) | Each fixture | 0.65 |
| Business operations not separately rated/wholesale or service only | Each fixture | 0.45 |
| Hospital | Each bed | 1.20 |
| Specialty hospital | Each bed | 1.20 |
| Convalescent care facility/nursing home | Each bed | 0.75 |
| Special care facility | Each bed | 0.75 |
| Custodial institution | Each bed | 0.50 |
| School | Each student | 0.10 |
| Child care center | Each student | 0.10 |
| Beauty shops | Each fixture | 0.50 |
| Day spa | Each fixture | 0.60 |
| Restaurant (take out only) | Each fixture | 0.45 |
| Restaurant (with seating under 45) | Each fixture | 0.65 |
| Restaurant (with seating 45 and over) | Each fixture | 1.33 |
| Tavern (with food sales/ service) | Each fixture | 1.00 |
| Tavern (without food sales/ service) | Each fixture | 0.65 |
| Nightclub | Each fixture | 0.65 |
| Barbershops | Each fixture | 0.30 |
| Clinics | Each fixture | 0.45 |
| Laundromats | Each fixture | 0.45 |
| Offices, except as otherwise listed | Each fixture | 0.45 |
| Service establishments, except as otherwise listed | Each fixture | 0.45 |
| Financial institutions | Each fixture | 0.30 |
| Cinema theaters | Each fixture | 0.35 |
| Theaters | Each fixture | 0.30 |

| | | |
|---|---|---|
| Maintenance, renovation and repair shops | Each fixture | 0.30 |
| Sports complexes | Each fixture | 0.30 |
| Private clubs | Each fixture | 0.45 |
| Community center | Each fixture | 0.45 |
| Park or playground | Each fixture | 0.45 |
| Church | Each fixture | 0.25 |
| Vacant establishments | Each fixture | 0.25 |
| Large commercial and other | Annual water use ÷ 90,000 gallons = No. ERUs** | |
| Laundries | 0.85 x annual water use ÷ 90,000 gallons = No. ERUs** | Annual water use will be estimated by the Director of Public Works. After the first full year of discharging, the number of ERU's and the corresponding sewer connection fee may be adjusted at the discretion of the Director of Public Works. |
| Mixed use operations (within a facility that has its own separate meter to measure water consumption) | 0.85 x annual water use ÷ 90,000 gallons = No. ERUs** | |
| Mixed use operations (within a facility that does not have its own separate meter to measure water consumption) | ERUs based upon customer class of the primary use | |
| Swimming pools – public and private – each pool by capacity | | |
| 30,000 gallons and less | | 0.10 |
| 30,001 to 99,999 gallons | | 0.25 |
| 100,000 to 149,999 gallons | | 0.50 |
| 150,000 to 199,999 gallons | | 0.65 |
| 200,000 to 249,999 gallons | | 0.85 |
| 250,000 to 299,999 gallons | | 1.00 |
| 300,000 gallons or more | | 1.30 |

* Trailers which contain more than one dwelling unit shall be classified as multiple-family dwellings.

**Annual water use will be estimated by the Director of Public Works. After the first full year of

discharging, the number of ERUs may be adjusted at the discretion of the Director to reflect actual use.

SECTION 2: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 3: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2010.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Valstead 6-3-10
_____
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2010, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2010, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

**BUSINESS IMPACT STATEMENT**
**BILL NO. 2010-25**
**(Amends the sewer service provisions to adjust the equivalent residential unit classifications for condominiums and apartment houses)**

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2010-25, that will amend the sewer service provisions to adjust the equivalent residential unit classifications for condominiums and apartment houses.

**1. The following constitutes a description 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.**

A notice was sent to approximately 1900 holders of apartment house business licenses within the City. The notice informed them of the proposal to adjust the equivalent residential unit (ERU) classifications for condominiums and apartment houses as follows:

–Increase the ERU classification for apartment dwelling units from .70 to .80, and
–Decrease the ERU classification for condominium dwelling units from 1.00 to .80.

Responses from approximately 14 distinct properties were received, including responses from the Southern Nevada Multihousing Association and a number of individual owners and managers of apartment houses. A summary of those comments, which is available to interested persons as part of this business impact statement, is as follows:

A. All expenses of and assessments against apartment owners have gone up, rental rates have been forced downward, and vacancies are up. Owners and managers have had to "contribute" to the operation of their apartments, which has led to negative cash flows. Apartment owners can hardly pay sewer bills now, and tenants cannot afford existing rents. Owners and managers currently are able to rent apartments now by reducing rates. Any sewer increase will have to be passed along to tenants, who will move out. Owners are being forced out of business because of rising taxes and sewer rates, paying sewer rates for full occupancy even with 50% vacancies. Further increases will force more owners out of business.

B. Apartment units are not the same as condos, even if some condo units are being rented. Though the adjustment may essentially be "revenue neutral" to the City, it is not so to the apartment owner/manager/occupant community.

C. The proposal discriminates against small businesses and in favor of larger businesses. It creates a disproportionate impact on apartment owners (who with multiple units pay increase multiple times, as opposed to condo owners who are affected only once (per unit).

D. Even if the rationale for the adjustment makes sense, the timing is not right. Any increase should wait for the economy to rebound.

E. Increased utility costs for apartment renters make them less affordable. The adjustment

is inconsistent with offering affordable housing, especially housing that is encouraged and recognized as affordable by the City's Neighborhood Services Dept. Such housing should be exempted from this proposed adjustment if it is to go forward.

**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:**

–Increased risk of reducing the affordability of apartments (about $2 per month per unit)
–Risk of higher vacancies and reduced income
–Reduced profitability for owners, making it more difficult to stay in business

**Beneficial effects:**

–More equity in treatment among sewer users
–Provide consistency with most of the other local jurisdictions in assigning both types of uses the same ERU classification

**Direct effects:**

(See adverse effects and beneficial effects above)

**Indirect effects:**

None noted

**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:**

No methods to reduce the impact on businesses were identified, other than the alternative to abandon the increase in ERU classification for apartment houses. The decision to move forward takes into account that the current discrepancy between classifications is no longer warranted. The historical distinctions between the condominium and apartment unit uses have blurred. Many units originally developed for condominium use are being operated as rental units, and many units have been developed so that they can be marketed and used either way. In addition, assigning the same classification to both types of use is consistent with the treatment afforded by most area jurisdictions.

**4. The estimate of the annual cost to the local government for enforcement of the proposed rule is:**

No additional cost

**5. If the proposed rule provides for a new fee or increases an existing fee, the total annual amount expected to be collected is:**

Approximately $45,000. The proposal is essentially revenue neutral to the City, with the estimated revenue increase representing the net increase that is estimated to result from the two adjustments

**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:**

Help offset the costs of providing service, including the rehabilitation of existing sewer collection system pipes that are in need of repair

**7. If the proposed rule includes provisions that duplicate or are more stringent than federal, state or local standards regulating the same activity, the following explains why such duplicative or more stringent provisions are necessary:**

N/A

Date: June 3, 2010

City of Las Vegas Agenda Item No.: **76.**

## *AGENDA SUMMARY PAGE*

**CITY COUNCIL MEETING OF: JUNE 16, 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.: **77.**

## *AGENDA SUMMARY PAGE*

**CITY COUNCIL MEETING OF: JUNE 16, 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.: **78.**

# *AGENDA SUMMARY PAGE*

## CITY COUNCIL MEETING OF: JUNE 16, 2010

**DEPARTMENT: NEIGHBORHOOD SERVICES**
**DIRECTOR: STEPHEN K. HARSIN** ☐ **Consent** ☒ **Discussion**

**SUBJECT:**
Public Hearing and possible action to consider a request for a waiver and/or reduction of fees and/or civil penalties for the property located at 1389 Lawry Avenue in the amount up to $180,796.17. PROPERTY OWNERS: NEW CENTURY HOME EQUITY LOAN TR - Ward 5 (Barlow)

**Fiscal Impact**

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

**PURPOSE/BACKGROUND:**
Today's hearing is a request from Don Grisley of DRG Properties, and Tina and Jeremy Kitchens, potential buyers, to consider a request for a waiver and/or reduction of fees imposed on the parcel at the City Council meeting(s) on February 6, 2008 and November 19, 2008. The case was generated on September 6, 2007. There were two abatements conducted on this property - one on November 19, 2007 and the second on September 9, 2008. The liens were recorded at Clark County recorder's office on February 22, 2008 and December 8, 2008. Neighborhood Services received a Request for Waiver and/or Reduction of Civil Penalties Applications dated October 22, 2009 and December 8, 2009 on behalf of the owner, New Century Home Equity Loan, requesting the civil penalties be waived.

**RECOMMENDATION:**
No Recommendation

**BACKUP DOCUMENTATION:**
1. Agenda Memo
2. Request for Waiver and Reduction Application
3. Location Maps
4. Spreadsheet of Charges Accrued
5. Notice of Public Hearing

City of Las Vegas

## *AGENDA MEMO*

**CITY COUNCIL MEETING DATE: JUNE 16, 2010**
**DEPARTMENT: Neighborhood Services**
**ITEM DESCRIPTION: Public Hearing and possible action to consider a request for a waiver and/or reduction of fees and/or civil penalties for the property located at 1389 Lawry Avenue in the amount up to $180,796.17. PROPERTY OWNERS: NEW CENTURY HOME EQUITY LOAN TR - Ward 5 (Barlow)**

Today's hearing is a request from Don Grisley of DRG Properties, and Tina and Jeremy Kitchens, potential buyer, to consider a request for a waiver and/or reduction of fees imposed on the parcel at the City Council meeting(s) on February 6, 2008 and November 19, 2008. The case was generated on September 6, 2007. There were two abatements conducted on this property one on November 19, 2007 and the second on September 9, 2008. The liens were recorded at Clark County recorder's office on February 22, 2008 and December 8, 2008. Neighborhood Services received a Request for Waiver and/or Reduction of Civil Penalties Applications dated October 22, 2009 and December 8, 2009 on behalf of the owner, New Century Home Equity Loan, requesting the civil penalties be waived.

Fees associated with the two abatements and inspections total $7,746.17 (minus the $173,050.00 in daily civil penalties assessed). To date, no payments have been made. Total owed on the case with civil penalties $7,746.17 (w/interest).

12/8/09

# Request for a Waiver and/or Reduction of Civil Penalties

## Application

SUBMIT APPLICATION TO:
City of Las Vegas / Neighborhood Services Department
Attn: Stephen Harsin, Director
400 Stewart Avenue - 2nd Floor
Las Vegas, NV 89101-2986
Voice: 702-229-2317 -- Fax: 702-229-1033

*Please type and/or print*
*Submit only one signed original*

Date of Application: _____

**Location and/or address of subject property:**

Nearest major intersection: LAKE MEAD / MLK

Street Address: 1389 LAURY AVE

Parcel Number: 139-21-610-075

**Applicant's Address/Contact Information:**

Name: DON GRISLEY
*(please check the following the applies)*
☐ Owner ☐ Purchaser ☒ Agent ☐ Other *(explain)*_____
Street Address/PO Box: 5440 W SAHARA 3RD FLOOR
City: LAS VEGAS State: NV Zip Code: 89146
Phone No: 702-222-1991 E-mail: don@dgproperties llc.com Fax No: 702-943-3302

**Property Owner's Address/Contact Information: (if different from applicant):**

Name: BANK DEUTSCHE C/O CARRINGTON MORTGAGE SERVICES
Street Address/PO Box: 1610 E. ST ANDREWS STREET
City: SANTA ANA State: CA Zip Code: 92705
Phone No: 949-517-7000 E-mail:_____ Fax No:_____

**Amount of City of Las Vegas Lien on the Property: $** 181,119.13

**Amount requested to be considered for waiving and/or reduced? $** 181,119.13

Signature of Applicant: _____ Date:_____

Signature of Owner: _____ Date:_____

For Office Use Only:
Council Ward:_____; Case/File Number:_____; Council Action date of Lien:_____

**Describe why the applicant is requesting a waiver/reduction:**
*(You may attach additional sheets if needed.)*

THE BANK INTENTION IS TO TRANSFER AND SELL PROPERTY TO A PRIVATE OWNER THAT WILL REHAB THE HOME AND FOLLOW THE GUIDELINES SET FORTH BY THE CITY ON THE PROPERTY.

**Describe the existing condition/situation of the subject property:**
*(You may attach additional sheets if needed.)*

THE SUBJECT PROPERTY IS CURRENTLY NOT IN A LIVABLE SITUATION. THE WINDOWS AND DOORS ARE BOARDED UP, THERE ARE NO UTILITIES AVAILABLE TO PROPERTY DUE TO CONDITION. THERE IS NO KITCHEN, NO CABINETS, SINKS, MISSING PLUMBING, AND BATHROOM IS NOT OPERABLE. THE ROOF OF STRUCTURE NEEDS REPAIRS ALSO.

**Describe the immediate plans for the property, including any planned improvements:** *(You may attach additional sheets if needed.)*

THE BANK HAS NO PLANS ON DOING ANY IMPROVEMENTS TO THE PROPERTY. THIS IS REFLECTED IN THE SELLING PRICE OF ONLY $7,000.00 TO PURCHASE THE HOME. THE POTENTIAL NEW OWNER WOULD HAVE THE RESPONSIBILITY OF IMPROVEMENTS.

**Tasha I. Downton**

**From:** Tony@drgpropertiesllc.com
**Sent:** Tuesday, December 08, 2009 4:03 PM
**To:** Laura deArmond; Devin Smith
**Cc:** Don@drgpropertiesllc.com; Tasha I. Downton
**Subject:** FW: 1389 Lawry
**Attachments:** signed lien reduction waiver.pdf

To whom it may concern: Attached, the request for lien reduction for the property at 1389 Lawry Ave (APN# ). Please advise of the next step, my contact info is listed below. Thank you, Tony Ypil REO Manager, Realtor Signature Estates Realty LLC/DRG Properties LLC Office (702) 871-2481 Cell (702) 858-1228 Fax (702) 943-3302 Email - From: Tasha I. Downton [tdownton@LasVegasNevada.GOV]
Sent: Thursday, November 19, 2009 3:19 PM
To: Tony@drgpropertiesllc.com
Subject: 1389 Lawry

Per our conversation on Thursday, November 19, attached is a waiver/reduction application for: 1389 Lawry. Please complete the application and return it to: or or fax to: 702-382-4341. Upon review of your request, you will be notified by letter of the next available City Council Meeting your item will be scheduled to be heard. The property owner, applicant and/or representative will be required to make a formal presentation as to why the fees should be waiver or reduced. Just so you know, an application was received on this property previously on October 22, 2009 by a potential purchaser.

In preparation of your presentation, you can get an idea of what occurs at a Council meeting by visiting www.lasvegasnevada.gov, go to "I want to…watch" (part of the drop down menu); then click on "City Meetings," and you will be able to select "City Council agenda/summary" for any City Council meeting. Code abatement cases are the first items under Discussion/Action towards the beginning of the agenda. You may want to click on the November 19, 2008 City Council meeting (item #37), to view the City Council meeting that led to assessing the lien on this property located at 1389 Lawry.

Please be advised that the abatement costs are the responsibility of the property owner. All checks and/or payments should be payable to the City of Las Vegas and can be submitted directly to the Finance Department. Please reference address when submitting payment.

If you have additional questions or comments, please contact Devin Smith at 229-4888. Thank you.

<<Request for a Waiver of Civil Penalities Application FINAL DRAFT 4-15-09.doc>>

Tasha I. Downton - Office Specialist II

Neighborhood Services/Response Division

416 N. 7th Street

Las Vegas, NV 89101-2986

702-229-6615 Citizen Hotline

702-382-4341 Fax

5751

# Request for a Waiver and/or Reduction of Civil Penalties

NEIGHBORHOOD RESPONSE
2009 OCT 28 P 2:29

## Application

**Submit APPLICATION to:**

**City of Las Vegas / Neighborhood Services Department**

**Attn: Stephen Harsin, Director**

400 Stewart Avenue - 2nd Floor

Las Vegas, NV 89101-2986

Voice: 702-229-2317 -- Fax: 702-229-1033

***Please type and/or print***

***Submit only one signed original***

**Date of Application:** 10/22/9

**Location and/or address of subject property:**

**Nearest major intersection:** MLK & LAKE MEAD

**Street Address:** 1389 LAWRY

**Parcel Number:** 139-21-610-075

**Applicant's Address/Contact Information:**

Name: TINA KITCHENS/JEREMY KITCHENS

*(please check the following the applies)*

□ Owner ☒ Purchaser □ Agent □ Other *(explain)*_____

Street Address/PO Box: 10004 CRAGGED DRAW ST

City: N. Las VEGAS State: NV Zip Code: 89031

Phone No: 702 673 7976 E-mail: TKITCHENS1970@ Fax No: 702 673 7800 GMAIL.COM

**Property Owner's Address/Contact Information: (if different from applicant):**

Name: NEW CENTURY / DEUTSCHE

Street Address/PO Box: 1610 E St ANDREWS St

City: SANTA ANA State: CA Zip Code: 92705-4931

Phone No: _____ E-mail: _____ Fax No: _____

**Amount of City of Las Vegas Lien on the Property: $** 173,050.00

**Amount requested to be considered for waiving and/or reduced? $** ALL

Signature of Applicant: Tina Kitchens Date: 10/22/9

Signature of Owner: _____ Date: _____

**For Office Use Only:**

Council Ward: _____; Case/File Number: _____; Council Action date of Lien: _____

**Describe why the applicant is requesting a waiver/reduction:**

*(You may attach additional sheets if needed.)*

I AM TRYING TO PURCHASE THIS HOME AND RETURN it to its ORIGINAL state. THE FINE OF $ 173,050.00 makes THIS impossible to do this, The highest this HOUSE has ever SOLD FOR was only $ 153,658.00. My goal is to Rehab the house AND make it a low INCOME Rental. With this FINE the house is UNBuyable.

**Describe the existing condition/situation of the subject property:**

*(You may attach additional sheets if needed.)*

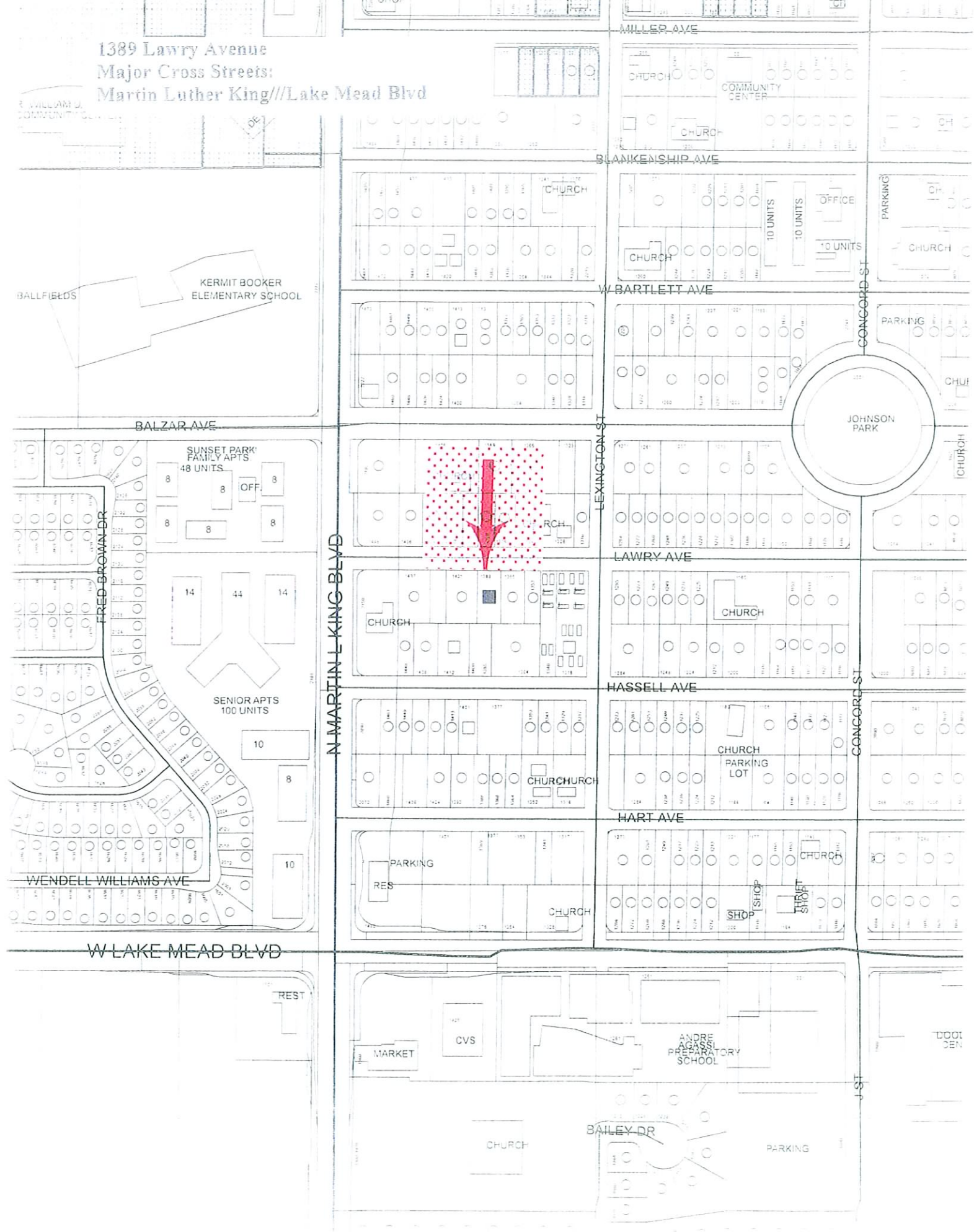
The LOT Needs to be cleaned WINDOWS are boarded up. Multiple types of FENCING that Needs help. The INTERIOR of the house is just AS BAD.

**Describe the immediate plans for the property, including any planned improvements:** *(You may attach additional sheets if needed.)*

Starting with an exterior make over, the FENCES will be redone. We will put NEW ROOF blinds up, patch all stucco holes and Repaint ALONG with NEW Landscaping. As FOR the INTERIOR, all Drywall will be Removed and ENTIRE house will be INSPECTED FOR ANY MAJOR damage at THAT POINT. Then everything will be Replaced WINDOWS, drywall, FLOORING, cabinets and appliances. This house will be close to brand NEW and Ready to be a long term Low INCOME Rental.

1389 Lawry Avenue
Major Cross Streets:
Martin Luther King///Lake Mead Blvd

1389 Lawry Avenue
Major Cross Streets:
Martin Luther King///Lake Mead Blvd



## Spreadsheet of Charges Accrued – 1389 Lawry Ave

Ten (10) inspections with four (4) failed inspections.

| Inspections | Date | Fees | Late Fee | Penalties per failed inspection | Notes/Comments |
|---|---|---|---|---|---|
| 1st inspection | 9/5/07 | N/C | N/C | N/C | Initial assessment |
| 2nd Inspection | 9/14/07 | N/C | N/C | N/C | Partial Pass* |
| 3rd inspection | 10/3/07 | $120.00 | $12.00 | | Failed |
| 4th 'inspection | 10/24/07 | $180.00 | $18.00 | $150.00 | Failed |
| 5th inspection | 11/5/07 | $180.00 | $18.00 | $300.00 | Failed |
| 6th inspection | 1/23/08 | N/C | N/C | N/C | Partial Pass* |
| 7th inspection | 06/30/08 | N/C | N/C | N/C | Partial Pass* |
| 8th inspection | 7/22/08 | $180.00 | $18.00 | $500.00 | Failed |
| 9th inspection | 11/6/08 | N/C | N/C | N/C | Partial Pass* |
| 10th inspection | 12/10/08 | N/C | N/C | N/C | Passed |
| **Sub-Total** | | **$660.00** | **$66.00** | **$950.00** | **$1,676.00** |
| Payments | | $0.00 | $0.00 | $0.00 | |
| **Balance** | | **$660.00** | **$66.00** | **$950.00** | **$1,676.00** |

** a partial pass recognizes that the property owner was making some progress with correcting the violations.*

### First Abatement: Council Action on February 6, 2008

| | |
|---|---|
| Contractor expenses: C H Construction | $2,299.00 |
| 15% Administrative Fee | $344.85 |
| Boarded Building Certificate | $325.00 |
| **Sub-Total** | **$2,968.85** |
| Payments | $0.00 |
| **Balance** | **$2,968.85** |

### Second Abatement: Council Action on November 19, 2008

| | |
|---|---|
| Contractor expenses: Levelex, Inc | $2,515.00 |
| 15% Administrative Fee | $377.25 |
| **Sub-Total** | **$2,892.25** |
| Payments | $0.00 |
| **Balance** | **$2,892.25** |

Items in Yellow – ***PAID -$ 0.00***

### Financial Breakdown:

| | |
|---|---|
| First Abatement | $2,968.85 |
| Second Abatement | $2,892.25 |
| Inspection Fees | $660.00 |
| Late Fees | $66.00 |
| Failed Inspection Penalties | $950.00 |
| Daily Civil Penalty | $173,050.00 |
| **TOTAL** | **$180,587.10** |
| Interest: | $209.07 |
| **Outstanding Balance** | **$180,796.17** |

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

## JUNE 16, 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, JUNE 16, 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:

> Waiver and/or reduction of abatement costs, daily civil penalties and accrued interest for the violations on the property located at **1389 Lawry Avenue – Case #57571**. The Director of Neighborhood Services certifies that abatement costs, daily civil penalties and accrued interest in the total sum of **$180,796.17** were imposed. Owner of record: **NEW CENTURY HOME EQUITY LOAN – WARD 5 (BARLOW)**

If the City Council is satisfied with the report, it may release the lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

Printed with environmentally friendly soy ink

City of Las Vegas Agenda Item No.: **79.**

# *AGENDA SUMMARY PAGE*

## CITY COUNCIL MEETING OF: JUNE 16, 2010

**DEPARTMENT: NEIGHBORHOOD SERVICES**
**DIRECTOR: STEPHEN K. HARSIN** ☐ **Consent** ☒ **Discussion**

**SUBJECT:**
Public Hearing and possible action to consider a request for a waiver and/or reduction of fees and/or civil penalties for the property located at 6234 Guadalupe Avenue in the amount up to $105,889.05. PROPERTY OWNERS: HOUSEHOLD FINANCE REALTY CORPORATION OF NEVADA - Ward 5 (Barlow)

**Fiscal Impact**

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

**PURPOSE/BACKGROUND:**
Today's hearing is a request from Edgar C. Smith, Esq., attorney for owner and Household Finance Realty Corp. of Nevada, property owner, to consider a request for a waiver and/or reduction of fees imposed on the parcel at the City Council meeting September 17, 2008. The case was generated on August 1, 2007. There was one abatement conducted on this property April 9, 2008. The liens were recorded at Clark County recorder's office on October 2, 2008. Neighborhood Services received a Request for Waiver and/or Reduction of Civil Penalties Applications dated March 15, 2010 on behalf of the owner, Household Finance Realty Corp. of Nevada, requesting the civil penalties be waived.

**RECOMMENDATION:**
No Recommendation

**BACKUP DOCUMENTATION:**
1. Agenda Memo
2. Request for Waiver and Reduction Application
3. Location Maps
4. Spreadsheet of Charges Accrued
5. Notice of Public Hearing

City of Las Vegas

## *AGENDA MEMO*

**CITY COUNCIL MEETING DATE: JUNE 16, 2010**
**DEPARTMENT: Neighborhood Services**
**ITEM DESCRIPTION: Public Hearing and possible action to consider a request for a waiver and/or reduction of fees and/or civil penalties for the property located at 6234 Guadalupe Avenue in the amount up to $105,889.05 PROPERTY OWNERS: HOUSEHOLD FINANCE REALTY CORPORATION OF NEVADA - Ward 5 (Barlow)**

---

Today's hearing is a request from Edgar C. Smith, Esq., attorney for owner and Household Finance Realty Corp. of Nevada, property owner, to consider a request for a waiver and/or reduction of fees imposed on the parcel at the City Council meeting September 17, 2008. The case was generated on August 1, 2007. There was one abatement conducted on this property April 9, 2008. The liens were recorded at Clark County recorder's office on October 2, 2008. Neighborhood Services received a Request for Waiver and/or Reduction of Civil Penalties Applications dated March 15, 2010 on behalf of the owner, Household Finance Realty Corp. of Nevada, requesting the civil penalties be waived.

Fees associated with the abatements and inspections total $2,644.35 plus interest of $194.70 totals $2,839.05 (minus the $103,050 in daily civil penalties assessed). To date, no payments have been made. Total owed on the case with civil penalties $105,889.05.

#46

# Request for a Waiver and/or Reduction of Civil Penalties
## Application

SUBMIT APPLICATION TO:
City of Las Vegas / Neighborhood Services Department
Attn: Stephen Harsin, Director
400 Stewart Avenue - 2nd Floor
Las Vegas, NV 89101-2986
Voice: 702-229-2317 -- Fax: 702-229-1033

NEIGHBORHOOD RESPONSE
2010 MAR 17 P 1:48

*Please type and/or print*
*Submit only one signed original*

**Date of Application:** 3-15-10

**Location and/or address of subject property:**

**Nearest major intersection:** Jones and Smoke Ranch

**Street Address:** 6234 Guadalupe Ave.

**Parcel Number:** 138-23-519-020

**Applicant's Address/Contact Information:**
Name: Edgar C. Smith, Esq.
*(please check the following the applies)*
☐ Owner ☐ Purchaser ☐ Agent ☑ Other *(explain)* Attorney for owner
Street Address/PO Box: 7371 Prairie Falcon Rd, Ste. 120
City: Las Vegas State: NV Zip Code: 89128
Phone No: (702) 388-0040 E-mail: ecs@nvrelaw.com Fax No: (702) 388-1699

**Property Owner's Address/Contact Information:** (if different from applicant):
Name: Household Finance Realty Corp. of Nevada
Street Address/PO Box: REO DEPT. 931 Corporate Center Dr.
City: Pomona State: CA Zip Code: 91768-2642
Phone No: (909) 397-3468 E-mail: delia.g.salas@household.com Fax No: _____

**Amount of City of Las Vegas Lien on the Property:** $ 105,694.55

**Amount requested to be considered for waiving and/or reduced?** $ 103,050.00

Signature of Applicant: Delia G. Salas for HSBC Date: 2-15-10

Signature of Owner: Delia G. Salas for HSBC Date: 2-15-10
Delia G. Salas
Asst. Secretary

**For Office Use Only:**
Council Ward: 5 ; Case/File Number: 66352 ; Council Action date of Lien: 9/17/08

Lien: 105,694.55

**Describe why the applicant is requesting a waiver/reduction:**
*(You may attach additional sheets if needed.)*

Property acquired by applicant at a a foreclosure sale on May 23, 2008, approx. 6 weeks after City of Las Vegas abated the nuisance. Title company did not disclose the recordation of the notice and order dated 9-6-07. Claim submitted to title company, and title company failed to respond to title claim or take action to address the issue.
Attached hereto are: 1. The trustee's sale guarantee dated 9-13-07; 2. the "date down" of the TSG as of 4-28-08; 3. the "date down" of the TSG as of 5-23-08. None discloses the threatened action by the City.
Property owner Household Finance Realty Corporation of Nevada has been fined under Municipal Code 9.04.120 the amount of $103,050.00 and requests waiver of that sum together with an per diem charges accruing.
Applicant will tender expenses, costs and fees incurred by the City of Las Vegas in the amount of $2,644.35 as recited in the notice and claim of lien of assessment recorded October 2, 2008

**Describe the existing condition/situation of the subject property:**
*(You may attach additional sheets if needed.)*

Nuisance abated by city; Applicant is the owner of the subject property, and offering the property for sale. No known nuisance issues at this time. Property is now subject to regular inspections by broker.

**Describe the immediate plans for the property, including any planned improvements:** *(You may attach additional sheets if needed.)*

Property is not currently listed for sale because of the lien. One offer received on 9-18-09 for $110,000.00. Pending sale was cancelled because of the code enforcement lien not disclosed by title company during foreclosure proceedings. Property will be re-listed for sale if relief granted.

LSI TITLE AGENCY, INC.
ISSUED BY FIDELITY NATIONAL DEFAULT SOLUTIONS
15661 RED HILL AVENUE, SUITE 201, TUSTIN, CALIFORNIA 92780
(949) 622-4200 • (800) 323-0165

# TRUSTEE SALE GUARANTEE

## SCHEDULE A

| | |
|---|---|
| YOUR NO.: | **NV-27747-2** |
| LOAN NO.: | **0011422433** |
| ORDER NO.: | **G726035** |
| COUNTY REF. NO.: | **G726035** |
| PREMIUM: | **$0.00** |
| LIABILITY: | **$165,000.00** |
| DATED: | **SEPTEMBER 13, 2007 @ 8:00 A.M.** |

1. **NAME(S) OF ASSURED:**

   **TRUSTEE:** HOUSEKEY FINANCIAL CORPORATION

   **BENEFICIARY:** HOUSEHOLD FINANCE REALTY CORP OF NEVADA

2. **THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED, OR REFERRED TO, AND COVERED BY THIS GUARANTEE IS:**

   A FEE

3. **TITLE TO SAID ESTATE OR INTEREST, AT THE DATE HEREOF, IS VESTED IN:**

   JOELLE A. BOLTON AND ROBERT KEITH BOLTON, WIFE AND HUSBAND AS JOINT TENANTS

4. **THE LAND REFERRED TO IN THIS GUARANTEE IS SITUATED IN THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, AND IS DESCRIBED AS FOLLOWS:**

   SEE EXHIBIT "A"

## EXHIBIT A

**REF. NO.: NV-27747-2**

LOT TWENTY-FIVE (25) IN BLOCK SEVEN (7) OF CHARLESTON HEIGHTS TRACT NO. 51-C, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 20 OF PLATS, PAGE 52, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

APN: 138-23-519-020

## EXCEPTIONS

1. PROPERTY TAXES, WHICH ARE A LIEN NOT YET DUE AND PAYABLE, INCLUDING ANY ASSESSMENTS COLLECTED WITH TAXES TO BE LEVIED FOR THE FISCAL YEAR 2008-2009.

2. GENERAL AND SPECIAL STATE, COUNTY AND/OR CITY PROPERTY TAXES FOR THE FISCAL YEAR 2007-2008, AS FOLLOWS:

| | | |
|---|---|---|
| ASSESSOR'S PARCEL NO. | : | 138-23-519-020 |
| DISTRICT NUMBER | : | 200 |
| TOTAL | : | $1,219.22 |
| FIRST INSTALLMENT | : | $304.79 (PAID) |
| SECOND INSTALLMENT | : | $304.81 (OPEN) |
| THIRD INSTALLMENT | : | $304.81 (OPEN) |
| FOURTH INSTALLMENT | : | $304.81 (OPEN) |
| LAND VALUE | : | $41,650.00 |
| IMPROVEMENT VALUE | : | $20,302.00 |
| EXEMPTION | : | (NONE SHOWN) |

3. THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO THE PROVISION OF NEVADA REVISED STATUTE 361.260.

4. THE PROPERTY DESCRIBED HEREIN IS LOCATED WITHIN THE BOUNDARIES OF THE CLARK COUNTY SANITATION DISTRICT AND IS SUBJECT TO ANY FEES THAT MAY BE CHARGED AGAINST PROPERTY IN SAID DISTRICTS.

5. THE HEREINAFTER DESCRIBED REAL PROPERTY IS WITHIN THE BOUNDARIES OF THE LAS VEGAS VALLEY WATER DISTRICT, AND IS SUBJECT TO ANY FEES THAT MAY BE INCURRED BY REASON OF SUCH DISTRICT.

6. ANY POSSIBLE DELINQUENT OR OUTSTANDING MUNICIPAL CITY LIENS OR ASSESSMENTS FOR CONTRACT SERVICE PROVIDED TO SUBJECT LOT BY REASON OF BEING LOCATED WITHIN THE INCORPORATED BOUNDARIES OF LAS VEGAS, NEVADA WHICH SUBJECTS THE SAME TO ITS CITY CHARTER AND MANDATORY RULES AND REGULATIONS.

7. ASSESSMENTS, IF ANY, FOR COMMUNITY FACILITY DISTRICTS AFFECTING SAID LAND WHICH MAY EXIST BY VIRTUE OF ASSESSMENT MAPS OR NOTICES FILED BY SAID DISTRICTS

A. ANY UNPAID AND/OR DELINQUENT BOND OR ASSESSMENT AMOUNTS WHICH MAY HAVE BEEN REMOVED FROM THE ROLLS OF THE COUNTY TAX ASSESSOR AND WHICH MAY HAVE BEEN REMOVED FROM TAX BILLS AND TAX DEFAULT REDEMPTION AMOUNTS.

8. RECITALS, NOTES, DEDICATIONS, COVENANTS, RESTRICTIONS AND EASEMENTS CONTAINED ON SAID PLAT TO WHICH PLAT REFERENCE IS HEREBY MADE FOR FURTHER PARTICULARS.

9. COVENANTS, CONDITIONS AND RESTRICTIONS IN INSTRUMENTS OF RECORD IN SAID COUNTY AND ANY AMENDMENTS, MODIFICATIONS AND ANNEXATIONS THERETO, WHICH PROVIDE THAT A VIOLATION THEREOF SHALL NOT DEFEAT OR RENDER INVALID THE LIEN OF ANY FIRST MORTGAGE OR DEED OF TRUST MADE IN GOOD FAITH AND FOR VALUE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW).

EASEMENTS OR SERVITUDES AS THEY APPEAR ON MAPS OR IN DOCUMENTS RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY.

LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL RIGHTS APPEARING IN THE PUBLIC RECORDS OF SAID COUNTY.

10. A DEED OF TRUST TO SECURE AN INDEBTEDNESS IN THE AMOUNT SHOWN BELOW, AND ANY OTHER OBLIGATIONS SECURED THEREBY

| | | |
|---|---|---|
| AMOUNT | : | $555.48 |
| DATED | : | NOVEMBER 13, 1985 |
| TRUSTOR | : | PETER WANN AND JODY WANN, HUSBAND AND WIFE |
| TRUSTEE | : | NEVADA TITLE COMPANY, A NEVADA CORPORATION |
| BENEFICIARY | : | JOSEPH T. BOOS AND GERALDINE L. BOOS, HUSBAND AND WIFE AS JOINT TENANTS, AS TO AN UNDIVIDED 50% INTEREST LARRY WHITTEY AND MARY ANNE WHITTEY, HUSBAND AND WIFE AS JOINT TENANTS AS TO AN UNDIVIDED 50% INTEREST |
| RECORDED | : | NOVEMBER 27, 1985 IN BOOK 2225, AS INSTRUMENT NO. 2184240, OF OFFICIAL RECORDS |

THIS COMPANY IS IN THE PROCESS OF INVESTIGATING THE STATUS OF THE ABOVE ITEM. PLEASE BE ADVISED THAT, AT THIS TIME, WE FIND NO RELEASE OF RECORD.

**11. A DEED OF TRUST TO SECURE AN INDEBTEDNESS IN THE AMOUNT SHOWN BELOW, AND ANY OTHER OBLIGATIONS SECURED THEREBY**

| | | |
|---|---|---|
| **AMOUNT** | : | **$165,000.00** |
| **DATED** | : | **AUGUST 9, 2005** |
| **TRUSTOR** | : | **JOELLE A BOLTON AND ROBERT KEITH BOLTON WIFE AND HUSBAND, AS JOINT TENANTS** |
| **TRUSTEE** | : | **ROBERT V. BUDHWA** |
| **BENEFICIARY** | : | **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., A SEPARATE CORPORATION THAT IS ACTING SOLELY AS A NOMINEE FOR LENDER AND LENDER'S SUCCESSORS AND ASSIGNS** |
| **LENDER** | : | **FIELDSTONE MORTGAGE COMPANY, A CORPORATION** |
| **RECORDED** | : | **AUGUST 19, 2005 IN BOOK 20050819, AS INSTRUMENT NO. 0004435, OF OFFICIAL RECORDS** |

THE EFFECT OF THE FOLLOWING:

A NOTICE OF DEFAULT UNDER THE TERMS OF SAID DEED OF TRUST

| | | |
|---|---|---|
| RECORDED | : | SEPTEMBER 13, 2007 IN BOOK 20070913, AS INSTRUMENT NO. 0003048, OF OFFICIAL RECORDS |

NOTE: PLEASE BE ADVISED THAT THIS COMPANY FINDS NO RECORDED SUBSTITUTION OF TRUSTEE, AFFECTING THE DEED OF TRUST THAT IS THE SUBJECT OF THIS GUARANTEE, EMPOWERING THE ASSURED HEREIN TO ACT IN THE PROCEEDINGS INITIATED BY THE RECORDATION OF A NOTICE OF DEFAULT.

THIS COMPANY DOES HEREBY MAKE THE REQUIREMENT THAT IT BE FURNISHED SAID INSTRUMENT, PROPERLY DATED AND EXECUTED, THAT TO ITS SATISFACTION IMPARTS CONSTRUCTIVE NOTICE OF THE ACTION UNDERTAKEN BY THE RECORDATION OF A NOTICE OF DEFAULT. THIS REQUIREMENT MUST BE COMPLIED WITH PRIOR TO THE ISSUANCE OF ANY FURTHER EVIDENCE OF TITLE.

12. A DEED OF TRUST TO SECURE AN INDEBTEDNESS IN THE AMOUNT SHOWN BELOW, AND ANY OTHER OBLIGATIONS SECURED THEREBY

| | | |
|---|---|---|
| AMOUNT | : | $79,148.00 |
| DATED | : | SEPTEMBER 1, 2006 |
| TRUSTOR | : | ROBERT K BOLTON, JOELLE A BOLTON |
| TRUSTEE | : | PRLAP, INC. |
| BENEFICIARY | : | BANK OF AMERICA, NA, A NATIONAL BANKING ASSOCIATION |
| RECORDED | : | NOVEMBER 14, 2006 IN BOOK 20061114, AS INSTRUMENT NO. 0002744, OF OFFICIAL RECORDS |

THE ABOVE DEED OF TRUST RECITES BY ITS TERMS AND PROVISIONS THAT IT SECURES AN EQUITY LINE OR OTHER REVOLVING LINE OF CREDIT.

13. A CLAIM OF LIEN

| | | |
|---|---|---|
| AMOUNT CLAIMED | : | $245.24, PLUS ANY OTHER AMOUNTS OWING |
| BY | : | CITY OF LAS VEGAS SEWER |
| RECORDED | : | AUGUST 23, 2007 IN BOOK 20070823, AS INSTRUMENT NO. 0001377, OF OFFICIAL RECORDS |

14. VARIOUS LIENS (NONE OF WHICH ARE FEDERAL OR STATE TAX LIENS) THAT HAVE BEEN RECORDED IN THE OFFICE OF THE COUNTY RECORDER AGAINST PERSONS WITH THE SAME OR SIMILAR NAME(S) AS THE VESTEE(S) HEREIN. NOTWITHSTANDING THE FACT THAT THE LIENS MAY AFFECT SAID LAND, SAID LIENS ARE SUBORDINATE IN NATURE TO THE LIEN OF CHARGE OF THE DEED OF TRUST WHICH IS SET FORTH AS THE SUBJECT OF THIS GUARANTY.

15. THE LATEST TAX ROLL INFORMATION OBTAINED FROM THE COUNTY TAX ASSESSOR SHOWS THE SITUS ADDRESS ON SAID LAND AS 6234 GUADALUPE AVE, LAS VEGAS, NEVADA AND THE PARCEL NO./PROPERTY ID NO. AS 138-23-519-020.

16. ANY BANKRUPTCY PROCEEDING THAT IS NOT DISCLOSED BY THE ACTS THAT WOULD AFFORD NOTICE AS TO SAID LAND, PURSUANT TO TITLE 11 U.S.C. 549 (C) OF THE BANKRUPTCY CODE OF 1978, AS AMENDED.

LSI TITLE AGENCY, INC.

**INFORMATION FOR TRUSTEE**

TRUSTEE NO: NV-27747-2

ORDER NO: G726035

1. SAID LAND IS LOCATED IN LAS VEGAS TOWNSHIP.

   NOTICE OF SALE MUST BE POSTED IN THREE (3) PUBLIC PLACES IN SAID TOWNSHIP AND IF THE LAND IS LOCATED IN OTHER THAN THE LAS VEGAS TOWNSHIP THEN IT MUST BE POSTED IN THREE (3) PUBLIC PLACES OF BOTH TOWNSHIPS ALSO.

   THE EIGHTH JUDICIAL DISTRICT, A POLITICAL TOWNSHIP

2. NEWSPAPER(S) IN WHICH LEGAL PUBLICATIONS MAY BE MADE:

   THE LAS VEGAS SUN AND THE LAS VEGAS REVIEW JOURNAL WHICH HOLDS ITSELF OUT AS MAKING PUBLICATION DAILY, AND THE NEVADA LEGAL NEWS WHICH HOLDS ITSELF OUT AS MAKING PUBLICATION DAILY, AND THE HENDERSON HOME NEWS PUBLISHED TUESDAY AND THURSDAY, ARE NEWSPAPERS QUALIFIED FOR LEGAL PUBLICATION.

3. THE NAMES AND ADDRESSES OF PERSONS WHO HAVE RECORDED REQUESTS, AS PROVIDED BY SECTION 107.090 AND SECTION 107.080, SUBSECTION 5, OF THE NEVADA REVISED STATUTES, FOR A COPY OF NOTICE OF DEFAULT AND FOR A COPY OF NOTICE OF SALE, INCLUDING THE TRUSTORS, RELATING TO THE DEED(S) OF TRUST SHOWN AS EXCEPTION NO. 11 OF THIS GUARANTEE ARE:

   NONE

4. PURSUANT TO N.R.S. 107.080 SUBSECTION 5, IT IS REQUIRED THAT NOTICE BE GIVEN TO ANY GUARANTOR, SURETY OR OBLIGOR OTHER THAN THE TRUSTOR AT THE ADDRESS OF EACH SUCH GRANTOR, SURETY OR OTHER OBLIGOR IF KNOWN OTHERWISE TO THE ADDRESS OF THE TRUST PROPERTY.

   ORIGINAL TRUSTOR(S):

   JOELLE A BOLTON
   6234 GUADALUPE AVENUE
   LAS VEGAS, NV 89108

   ROBERT KEITH BOLTON
   6234 GUADALUPE AVENUE
   LAS VEGAS, NV 89108

5. ADDITIONAL MAILINGS:

   BANK OF AMERICA, NA
   C/O FISERV LENDING SOLUTIONS
   27 INWOOD RD.
   ROCKY HILL, CT 06067
   (REFERS TO ITEM(S) 12)

BANK OF AMERICA, NA
100 NORTH TRYON STREET
CHARLOTTE, NC 28255
(REFERS TO ITEM(S) 12)

BANK OF AMERICA
9000 SOUTHSIDE BLVD.
JACKSONVILLE, FL 32256
(REFERS TO ITEM(S) 12)

CITY OF LAS VEGAS SEWER
400 E. STEWART AVE.
LAS VEGAS, NV 89101
(REFERS TO ITEM(S) 13)

6. ATTENTION IS CALLED TO THE SERVICEMEMBERS CIVIL RELIEF ACT OF 2003 (108 P.L. 189; 117 STAT. 2835; 2003 ENACTED H.R.100) AND AMENDMENTS THERETO AND THE MILITARY RESERVIST ACT OF 1991 (SEC. 800 TO 810, MILITARY VETERANS CODE) WHICH CONTAIN INHIBITIONS AGAINST THE SALE OF LAND UNDER A DEED OF TRUST IF THE OWNER IS ENTITLED TO THE BENEFITS OF SAID ACTS.

7. ATTENTION IS CALLED TO THE FEDERAL TAX LIEN ACT OF 1966 WHICH, AMONG OTHER THINGS, PROVIDES FOR THE GIVING OF WRITTEN NOTICE OF SALE IN A SPECIFIED MANNER TO THE SECRETARY OF THE TREASURY OR HIS DELEGATE AS A REQUIREMENT FOR THE DISCHARGE OR DIVESTMENT OF A FEDERAL TAX LIEN IN AN NON-JUDICIAL SALE, AND ESTABLISHED WITH RESPECT TO SUCH LIEN A RIGHT IN THE UNITED STATES TO REDEEM THE PROPERTY WITHIN A PERIOD OF 120 DAYS FROM THE DATE OF ANY SUCH SALE.

## LSI TITLE AGENCY, INC.

ISSUED BY: LSI TITLE AGENCY, INC.
15661 RED HILL AVENUE, SUITE 201, TUSTIN, CALIFORNIA 92780
(949) 622-4200 • (800) 323-0165

# TRANSMITTAL

TO:

MONDAY, APRIL 28, 2008

HOUSEKEY FINANCIAL CORPORATION
931 CORPORATE CENTER DRIVE
POMONA, CA 91768

ATTN:

REF. NO.: NV-27747-2
GUARANTEE NO.: 27-94-92-
ORDER NO.: G726035

PLEASE FIND ENCLOSED HEREWITH ITEMS CHECKED BELOW:

__ CERTIFIED COPY

__ OWNERS POLICY

__ ALTA POLICY

__ CORRECTED GUARANTEE, POLICY AND/OR ENDORSEMENT

X PUBLICATION ENDORSEMENT

__ PRELIMINARY REPORT

__ SUPPLEMENTAL REPORT

__ OTHER

GARY TRAFFORD, TITLE OFFICER

# PUBLICATION ENDORSEMENT

**LSI TITLE AGENCY, INC.**
**ISSUED BY: LSI TITLE AGENCY, INC.**
**15661 RED HILL AVENUE, SUITE 201, TUSTIN, CALIFORNIA 92780**
**A CORPORATION, HEREIN CALLED THE COMPANY**

REF. NO.: NV-27747-2
GUARANTEE NO.: 27-94-92-

THE COMPANY HEREBY ASSURES THE ASSURED THAT SUBSEQUENT TO THE DATE OF THE GUARANTEE ISSUED UNDER THE ABOVE NUMBER, NO MATTERS ARE SHOWN BY THE RECORDS REFERRED TO IN THAT GUARANTEE WHICH WOULD AFFECT THE ASSURANCES IN SAID GUARANTEE OTHER THAN THOSE SHOWN IN PREVIOUS ENDORSEMENTS; MATTERS THAT MAY BE DISCLOSED BY ANY FURTHER EXAMINATION OF ANY TAX, BOND OR ASSESSMENT RECORDS; OR THE FOLLOWING:

THE BENEFICIAL INTEREST UNDER SAID DEED OF TRUST HAS BEEN ASSIGNED:

| | | |
|---|---|---|
| ASSIGNOR | : | MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. |
| ASSIGNEE | : | HOUSEHOLD FINANCE REALTY CORPORATION |
| DATED | : | SEPTEMBER 12, 2007 |
| RECORDED | : | OCTOBER 01, 2007, IN BOOK 20071001, AS INSTRUMENT NO. 0004815, OF OFFICIAL RECORDS |

A SUBSTITUTION OF TRUSTEE UNDER SAID DEED OF TRUST WHICH NAMES AS THE SUBSTITUTED TRUSTEE, THE FOLLOWING

| | | |
|---|---|---|
| TRUSTEE | : | HOUSEKEY FINANCIAL CORP |
| RECORDED | : | JANUARY 17, 2008, IN BOOK 20080117, AS INSTRUMENT NO. 0002007, OF OFFICIAL RECORDS |

RE ITEM NO: 10

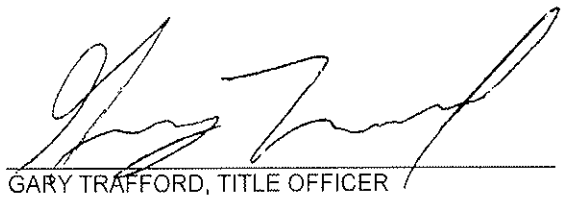
BANKRUPTCY PROCEEDINGS THAT MAY IMPOSE AN AUTOMATIC STAY UNDER USC TITLE 11, CHAP. 362a, ET SEQ., AFFECTING THE RECORD BENEFICIAL INTEREST OF ANY OF THE FOLLOWING LENDERS AND THEIR RELATED ENTITIES, IF APPLICABLE:

RESMAE MORTGAGE CORPORATION
OWNIT MORTGAGE SOLUTIONS
MORTGAGE LENDER'S NETWORK
PEOPLE'S CHOICE HOME LOAN
NEW CENTURY FINANCIAL

THIS PUBLICATION ENDORSEMENT IS MADE A PART OF SAID GUARANTEE AND IS SUBJECT TO THE LIABILITY EXCLUSIONS AND LIMITATIONS CONTAINED THEREIN. THE TOTAL LIABILITY OF THE COMPANY UNDER SAID GUARANTEE AND UNDER THIS ENDORSEMENT SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT STATED IN SAID GUARANTEE.

DATED AS OF APRIL 28, 2008 @ 7:30 A.M., IN THE COUNTY OF CLARK, STATE OF NEVADA.

LSI TITLE AGENCY, INC.



GARY TRAFFORD, TITLE OFFICER

## LSI TITLE AGENCY, INC.

ISSUED BY: LSI TITLE AGENCY, INC.
15661 RED HILL AVENUE, SUITE 201, TUSTIN, CALIFORNIA 92780
(949) 622-4200 • (800) 323-0165

# TRANSMITTAL

TO:

FRIDAY, MAY 23, 2008

HOUSEKEY FINANCIAL CORPORATION
931 CORPORATE CENTER DRIVE
POMONA, CA 91768

ATTN:

REF. NO.: NV-27747-2
GUARANTEE NO.: 27-94-92-
ORDER NO.: G726035

PLEASE FIND ENCLOSED HEREWITH ITEMS CHECKED BELOW:

__ CERTIFIED COPY

__ OWNERS POLICY

__ ALTA POLICY

__ CORRECTED GUARANTEE, POLICY AND/OR ENDORSEMENT

X SALE ENDORSEMENT

__ PRELIMINARY REPORT

__ SUPPLEMENTAL REPORT

__ OTHER

GARY TRAFFORD, TITLE OFFICER

ORDER NO: g726035

GUARANTEE NO: 27-94-92-

# SALE ENDORSEMENT

**LSI TITLE AGENCY, INC.**
**ISSUED BY: LSI TITLE AGENCY, INC.**
**15661 RED HILL AVENUE, SUITE 201, TUSTIN, CALIFORNIA 92780**
**A CORPORATION, HEREIN CALLED THE COMPANY**

REF. NO.: NV-27747-2
GUARANTEE NO.: 27-94-92-

THE COMPANY HEREBY ASSURES THE ASSURED THAT SUBSEQUENT TO THE DATE OF THE GUARANTEE ISSUED UNDER THE ABOVE NUMBER, NO MATTERS ARE SHOWN BY THE RECORDS REFERRED TO IN THAT GUARANTEE WHICH WOULD AFFECT THE ASSURANCES IN SAID GUARANTEE OTHER THAN THOSE SHOWN IN PREVIOUS ENDORSEMENTS; MATTERS THAT MAY BE DISCLOSED BY ANY FURTHER EXAMINATION OF ANY TAX, BOND OR ASSESSMENT RECORDS; OR THE FOLLOWING:

A NOTICE OF TRUSTEE'S SALE UNDER SAID DEED OF TRUST

| | | |
|---|---|---|
| DATE AND TIME OF SALE | : | MAY 23, 2008 AT 1:00 P.M. |
| RECORDED | : | MAY 05, 2008 IN BOOK 20080505, AS INSTRUMENT NO. 0002073, OF OFFICIAL RECORDS |

(REFERS TO ITEM(S) 10)

BANKRUPTCY PROCEEDINGS THAT MAY IMPOSE AN AUTOMATIC STAY UNDER USC TITLE 11, CHAP. 362a, ET SEQ., AFFECTING THE RECORD BENEFICIAL INTEREST OF ANY OF THE FOLLOWING LENDERS AND THEIR RELATED ENTITIES, IF APPLICABLE:

RESMAE MORTGAGE CORPORATION
OWNIT MORTGAGE SOLUTIONS
MORTGAGE LENDER'S NETWORK
PEOPLE'S CHOICE HOME LOAN
NEW CENTURY FINANCIAL

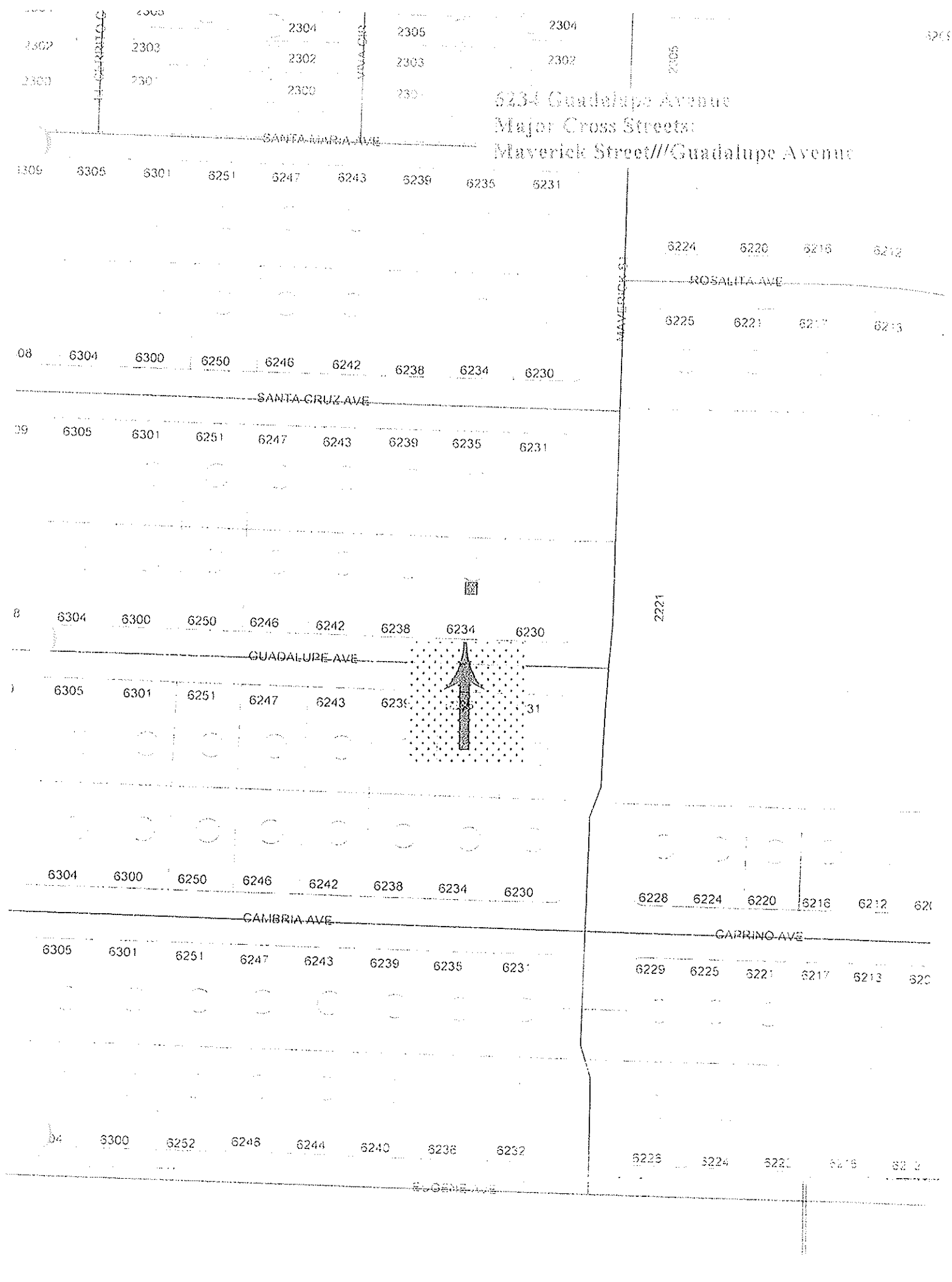
THIS SALE ENDORSEMENT IS MADE A PART OF SAID GUARANTEE AND IS SUBJECT TO THE LIABILITY EXCLUSIONS AND LIMITATIONS CONTAINED THEREIN. THE TOTAL LIABILITY OF THE COMPANY UNDER SAID GUARANTEE AND UNDER THIS ENDORSEMENT SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT STATED IN SAID GUARANTEE.

DATED AS OF MAY 23, 2008 @ 7:30 A.M., IN THE COUNTY OF CLARK, STATE OF NEVADA.

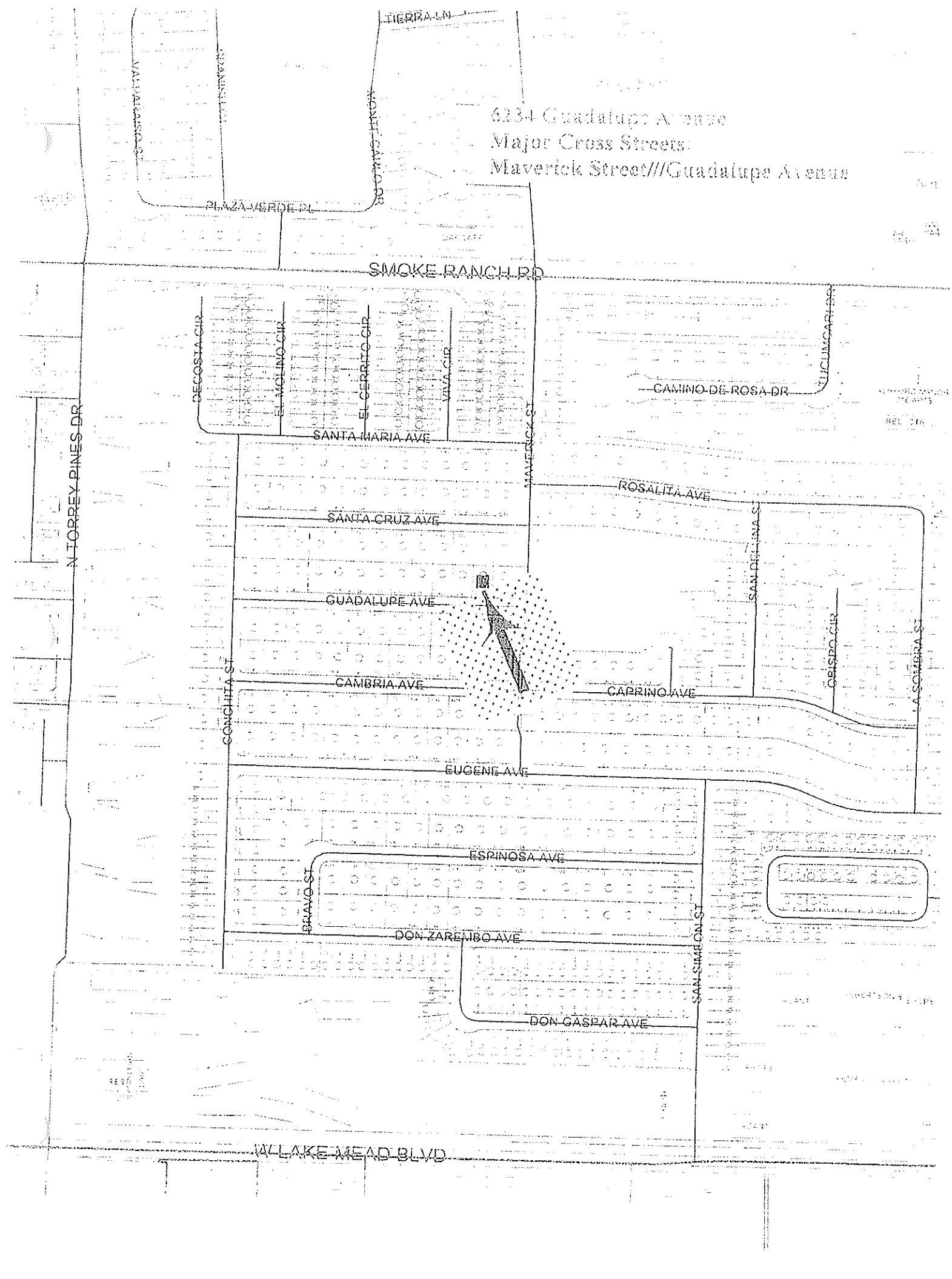
LSI TITLE AGENCY, INC.

GARY TRAFFORD, TITLE OFFICER

6234 Guadalupe Avenue
Major Cross Streets:
Maverick Street///Guadalupe Avenue



6234 Guadalupe Avenue
Major Cross Streets:
Maverick Street/// Guadalupe Avenue



## Spreadsheet of Charges Accrued: 6234 Guadalupe Avenue

Eleven (11) inspections with four (4) failed inspections.

| Inspections | Date | Fees | Late Fee | Penalties per failed inspection | Notes/Comments |
|---|---|---|---|---|---|
| 1st inspection | 8/2/07 | N/C | N/C | N/C | Initial assessment |
| 2nd Inspection | 8/16/07 | N/C | N/C | N/C | Partial Pass* |
| 3rd inspection | 9/6/07 | N/C | N/C | N/C | Partial Pass* |
| 4th inspection | 10/5/07 | N/C | N/C | N/C | Partial Pass* |
| 5th inspection | 10/17/07 | $120.00 | $12.00 | N/C | Failed |
| 6th inspection | 10/31/07 | $180.00 | $18.00 | $150.00 | Failed |
| 7th inspection | 11/14/07 | $180.00 | $18.00 | $300.00 | Failed |
| 8th inspection | 11/28/07 | N/C | N/C | N/C | Partial Pass* |
| 9th inspection | 12/12/07 | N/C | N/C | N/C | Partial Pass* |
| 10th inspection | 12/28/07 | N/C | N/C | N/C | Partial Pass* |
| 11th inspection | 4/10/08 | N/C | N/C | N/C | Passed |
| **Sub-Total** | | **$480.00** | **48.00** | **$450.00** | **$978.00** |
| Payments | | 0.00 | 0.00 | 0.00 | $0.00 |
| **TOTAL** | | **$480.00** | **$48.00** | **$450.00** | **$978.00** |

** a partial pass recognizes that the property owner was making some progress with correcting the violations.*
**Items in yellow have been paid.*

## Abatement: Council Action on September 17, 2008

| | |
|---|---|
| Contractor expenses: W. A. Construction | $1,449.00 |
| 15% Administrative Fee | $217.35 |
| Interest (Courtesy of Finance dept) | $194.70 |
| **Sub-Total** | **$1861.05** |
| Payments | -$0.00 |
| **Balance** | **$1861.05** |

***PAID -$ 0.00***

## Financial Breakdown:

| | |
|---|---|
| Abatement | $1666.35 |
| Interest (Courtesy of Finance Dept) | $194.70 |
| Inspection Fees | $480.00 |
| Late Fees | $48.00 |
| Failed Inspection Penalties | $450.00 |
| Daily Civil Penalty | $103,050.00 |
| **TOTAL** | **$105,889.05** |
| **Payment** | **-$0.00** |
| **Outstanding Balance** | **$105,889.05** |

***PAID -$ 0.00***

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

## JUNE 16, 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, JUNE 16, 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:

> Waiver and/or reduction of abatement costs, daily civil penalties and accrued interest for the violations on the property located at **6234 Guadalupe Avenue – Case #56352.** The Director of Neighborhood Services certifies that abatement costs, daily civil penalties and accrued interest in the total sum of **$105,889.05** were imposed. Owner of record: **HOUSEHOLD FINANCE REALTY CORPORATION OF NEVADA – WARD 5 (BARLOW)**

If the City Council is satisfied with the report, it may release the 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

City of Las Vegas Agenda Item No.: **80.**

# *AGENDA SUMMARY PAGE*

## CITY COUNCIL MEETING OF: JUNE 16, 2010

**DEPARTMENT: NEIGHBORHOOD SERVICES**
**DIRECTOR: STEPHEN K. HARSIN** ☐ **Consent** ☒ **Discussion**

**SUBJECT:**
Public Hearing and possible action to consider a request for a waiver and/or reduction of fees and/or civil penalties for the property located at 1212 Tumbleweed Avenue in the amount up to $15,535.15. PROPERTY OWNERS: MAZAL CHASSON FORREST/VITO HASON - Ward 5 (Barlow)

**Fiscal Impact**

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

**PURPOSE/BACKGROUND:**
Today's hearing is a request from Eddie Haddad, previous owner, to consider a request for a waiver and/or reduction of fees imposed on the parcel at the City Council meeting on September 16, 2009. The case was generated on May 12, 2009. There was one abatement conducted on this property July 17, 2009. The lien was recorded at Clark County recorder's office on October 2, 2009. Neighborhood Services received a Request for Waiver and/or Reduction of Civil Penalties Applications dated February 5, 2010 on behalf of the owners, Mazal Chasson Forrest and Vito Hason, requesting the civil penalties be waived.

**RECOMMENDATION:**
No Recommendations

**BACKUP DOCUMENTATION:**
1. Agenda Memo
2. Request for Waiver and Reduction Application
3. Location Maps
4. Spreadsheet of Charges Accrued
5. Notice of Public Hearing

City of Las Vegas

## *AGENDA MEMO*

**CITY COUNCIL MEETING DATE: JUNE 16, 2010**
**DEPARTMENT: Neighborhood Services**
**ITEM DESCRIPTION: Public Hearing and possible action to consider a request for a waiver and/or reduction of fees and/or civil penalties for the property located at 1212 Tumbleweed Avenue in the amount up to $15,535.15. PROPERTY OWNERS: MAZAL CHASSON FORREST/VITO HASON - Ward 5 (Barlow)**

Today's hearing is a request from Eddie Haddad, previous owner, to consider a request for a waiver and/or reduction of fees imposed on the parcel at the City Council meeting on September 16, 2009. The case was generated on May 12, 2009. There was one abatement conducted on this property July 17, 2009. The lien were recorded at Clark County recorder's office on October 2, 2009. Neighborhood Services received a Request for Waiver and/or Reduction of Civil Penalties Applications dated February 5, 2010 on behalf of the owners, Mazal Chasson Forrest and Vito Hason, requesting the civil penalties be waived

Fees associated with the abatements and inspections total $1,252.10 plus interest of $33.05 totals $1,285.15 (minus the $12,250 in daily civil penalties assessed). To date, no payments have been made. Total owed on the case with civil penalties $13,535.15

9/16/09

# Request for a Waiver and/or Reduction of Civil Penalties
## Application

SUBMIT APPLICATION TO:
City of Las Vegas / Neighborhood Services Department
Attn: Stephen Harsin, Director
400 Stewart Avenue - 2nd Floor
Las Vegas, NV 89101-2986
Voice: 702-229-2317 -- Fax: 702-229-1033

*Please type and/or print*
*Submit only one signed original*

**Date of Application:** 2-5-10

**Location and/or address of subject property:**

**Nearest major intersection:** Rancho / Vegas Dr.

**Street Address:** 1212 Tumbleweed Ave

**Parcel Number:** 139-29-112-128

**Applicant's Address/Contact Information:**

Name: Eddie Hubbard
*(please check the following the applies)*
☒ Owner ☐ Purchaser ☐ Agent ☐ Other *(explain)*
Street Address/PO Box: 900 LV, Blvd Suite 810
City: LV State: NV Zip Code: 89101
Phone No: 702-491-5812 E-mail: eddie@huelofts.com Fax No: 702-380-2801

**Property Owner's Address/Contact Information: (if different from applicant):**

Name:
Street Address/PO Box:
City: State: Zip Code:
Phone No: E-mail: Fax No:

**Amount of City of Las Vegas Lien on the Property: $** 13,502.10

**Amount requested to be considered for waiving and/or reduced? $** 13,502.10

Signature of Applicant: Date: 2-5-10

Signature of Owner: Date: 2-5-10

**For Office Use Only:**
Council Ward: 5 ; Case/File Number: 78039 ; Council Action date of Lien: 9-16-09

**Describe why the applicant is requesting a waiver/reduction:**
*(You may attach additional sheets if needed.)*

As soon as we acquired property on 10-21-09, we immediately began clean up, trash out by ordering large dumpsters. we then repaired broken windows & doors, plumbing, electrical, roofing. Then we proceeded to paint inside & out, & installed new tile and carpet. The property has great curb appeal.
we acquired the property @ a foreclosure sale on 10-21-09, and we have nothing to do with previous owners.

**Describe the existing condition/situation of the subject property:**
*(You may attach additional sheets if needed.)*

Excellent, like a brand new property

**Describe the immediate plans for the property, including any planned improvements:** *(You may attach additional sheets if needed.)*

Already done

1212 Tumbleweed Avenue
Major Cross Streets:
Vegas Drive///Rancho Drive
VEGAS DR
TERRELL ST
TURQUOISE RD
PALM TERR
TAMERACK AVE
TUMBLEWEED AVE
ARROWHEAD AVE
N RANCHO DR
RIVERSIDE DR

1212 Tumbleweed Avenue
Major Cross Streets:
Vegas Drive///Rancho Drive
FERRELL
WILLOWBROOK DR
WOODLAND AVE
CRYSTAL CHIMES DR
WINDCHIME DR
DESERT SONG DR
GOLDEN SKY DR
WHISTLING VINES AVE
VEGAS DR
TURQUOISE RD
SMOKE TREE AVE
PURPLE SAGE AVE
ARROW PL
SILVER LAKE DR
N RANCHO DR
ARROWHEAD AVE
ORANGE AVE
MAGNOLIA AVE
PALM TERR
RIVERSIDE DR
TAMERACK AVE
TUMBLEWEED AVE
CHEROKEE LN
RAMONA CIR
DUNE DR

## Spreadsheet of Charges Accrued

Five (5) inspections with one (1) failed inspections.

| Inspections | Date | Fees | Late Fee | Penalties per failed inspection | Notes/Comments |
|---|---|---|---|---|---|
| 1st inspection | 5/15/09 | N/C | N/C | N/C | Initial assessment |
| 2nd Inspection | 5/22/09 | N/C | N/C | N/C | Partial Pass* |
| 3rd inspection | 6/1/09 | $120.00 | $12.00 | 0.00 | Failed |
| 4th inspection | 6/12/09 | N/C | N/C | N/C | Partial Pass* |
| 5th inspection | 7/20/09 | N/C | N/C | N/C | Passed |
| **Sub-Total** | | **$120.00** | **$12.00** | **0.00** | **$132.00** |
| Payments | | $0.00 | $0.00 | $0.00 | $0.00 |
| **TOTAL** | | **$120.00** | **$12.00** | **$0.00** | **$132.00** |

** a partial pass recognizes that the property owner was making some progress with correcting the violations.*

## Abatement: Council Action on September 16, 2009

| | |
|---|---|
| Contractor expenses: American Demolition | $974.00 |
| 15% Administrative Fee | $146.10 |
| Interest (Courtesy of Finance dept) | $33.05 |
| **Sub-Total** | **$1153.15** |
| Payments | -$0.00 |
| **Balance** | **$1,153.15** |

***PAID -$ 0.00***

## Financial Breakdown:

| | |
|---|---|
| Abatement | $1120.10 |
| Interest (Courtesy of Finance Dept) | $33.05 |
| Inspection Fees | $120.00 |
| Late Fees | $12.00 |
| Failed Inspection Penalties | $0.00 |
| Daily Civil Penalty | $12,250.00 |
| **TOTAL** | **$13,535.15** |
| **Payment** | **-$0.00** |
| **Outstanding Balance** | **$13,535.15** |

***PAID -$ 0.00***

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
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ELIZABETH N. FRETWELL
CITY MANAGER

# NOTICE OF PUBLIC HEARING

## JUNE 16, 2010

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> Waiver and/or reduction of abatement costs, daily civil penalties and accrued interest for the violations on the property located at **1212 Tumbleweed Avenue – Case #78039**. The Director of Neighborhood Services certifies that abatement costs, daily civil penalties and accrued interest in the total sum of **$15,535.15** were imposed. Owner of record: **MAZAL CHASSON FORREST/VITO HASON – WARD 5 (BARLOW)**

If the City Council is satisfied with the report, it may release the 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
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Printed with environmentally friendly soy ink

City of Las Vegas Agenda Item No.: **81.**

# *AGENDA SUMMARY PAGE*

## CITY COUNCIL MEETING OF: JUNE 16, 2010

**DEPARTMENT: NEIGHBORHOOD SERVICES**
**DIRECTOR: STEPHEN K. HARSIN** ☐ **Consent** ☒ **Discussion**

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

**Fiscal Impact**

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

**PURPOSE/BACKGROUND:**
The subject property was determined to be substandard, dangerous and declared a public nuisance as defined in Las Vegas Municipal Code (LVMC), Title 9.04.020, LVMC 16.08 and 16.31. Notice and Orders Regarding Vacant or Abandoned Dangerous Building and Dangerous Building Demolition were mailed to the property owners to correct the violations. Today's hearing is a review regarding the status of violations from the public hearing item on August 5, 2009, review hearing on September 2, 2009, review hearing on October 7, 2009, review hearing on January 20, 2010, and review hearing on April 21, 2010.

**RECOMMENDATION:**
Review status of violations listed in the Revised and Re-Recorded Notice and Order Regarding Vacant or Abandoned Dangerous Building and the Revised and Re-Recorded Notice and Order to Abate Dangerous Building Demolition mailed on June 18, 2009.

**BACKUP DOCUMENTATION:**
1. Agenda Memo
2. Location Maps
3. Notice and Orders Regarding Vacant or Abandoned Dangerous Building and Notice and Orders to Abate Dangerous Building Demolition
4. Review Hearing Notification Letters
5. Las Vegas Fire & Rescue Report dated July 14, 2009
6. Agreement of Terms and Conditions dated August 5, 2009

City of Las Vegas

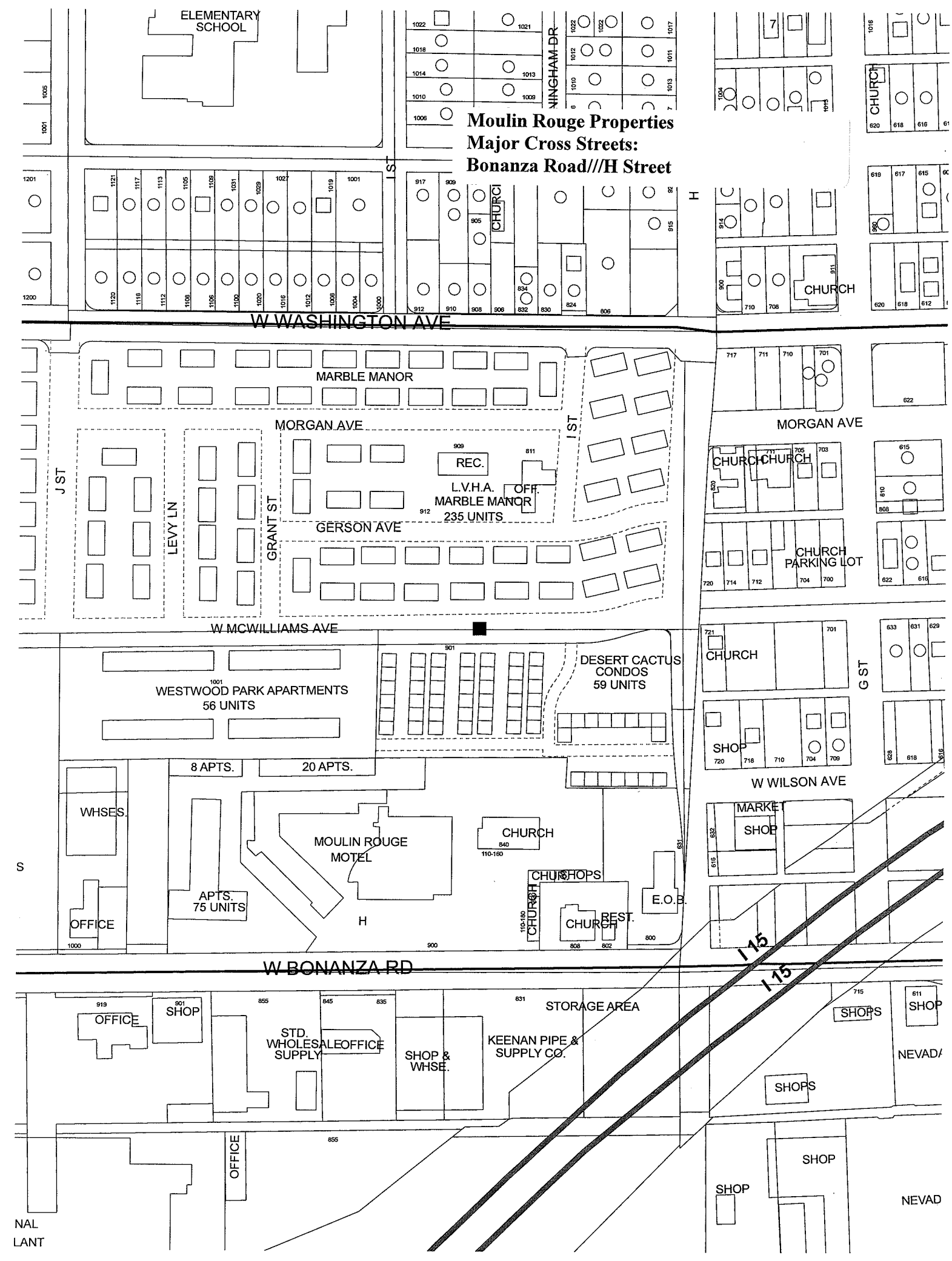
## *AGENDA MEMO*

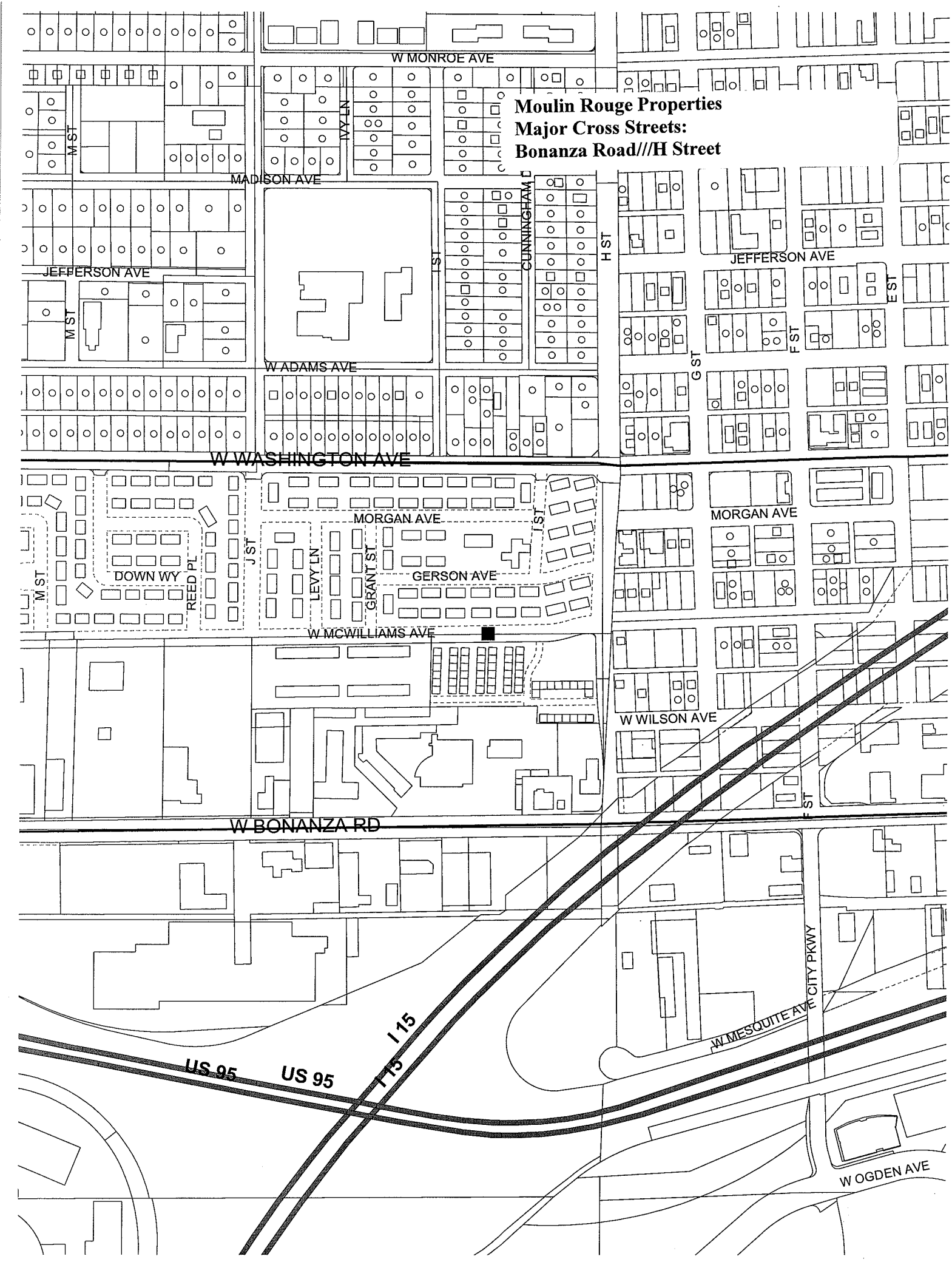
**CITY COUNCIL MEETING DATE: June 16, 2010**
**DEPARTMENT: Neighborhood Services**
**ITEM DESCRIPTION: Hearing and possible action regarding review for the vacant or abandoned buildings located at 901 West McWilliams Avenue Units 101-104, 106, 201-202, 205-206, 301-306, 401-406, 501-505, 601-606, 701-702, 704-706, 801-803, 806, 808-810, 902-904, 906-907, 1001 West McWilliams Avenue, 840 West Bonanza Road and 920 West Bonanza Road. PROPERTY OWNER: LAS VEGAS APARTMENT LENDERS LLC – Ward 5 (Barlow))**

The subject properties were determined to be substandard, dangerous and declared a public nuisance as defined in Las Vegas Municipal Code (LVMC), Title 9.04.020, LVMC 16.08 and 16.31.

Notice and Orders Regarding Vacant or Abandoned Dangerous Building and Dangerous Building Demolition were mailed to the property owners by regular mail and certified mail requesting they correct the nuisance per Title 9.04 – Refuse and Waste, Weeds/Turf; LVMC 16.08 - Building/Dangerous and 16.31 - Vacant Buildings. A copy of the notice was also posted on the property.

Today's hearing is a review of the status of violations listed in Revised and Re-Recorded Notice and Order Regarding Vacant or Abandoned Dangerous Building and Revised and Re-Recorded Notice and Order to Abate Dangerous Building Demolition mailed on June 18, 2009.


Moulin Rouge Properties
Major Cross Streets:
Bonanza Road///H Street
ELEMENTARY SCHOOL
W WASHINGTON AVE
MARBLE MANOR
MORGAN AVE
GERSON AVE
REC.
L.V.H.A.
MARBLE MANOR
235 UNITS
OFF.
J ST
LEVY LN
GRANT ST
I ST
H
W MCWILLIAMS AVE
WESTWOOD PARK APARTMENTS
56 UNITS
DESERT CACTUS
CONDOS
59 UNITS
8 APTS.
20 APTS.
WHSES.
MOULIN ROUGE
MOTEL
APTS.
75 UNITS
OFFICE
CHURCH
SHOPS
REST.
E.O.B.
W BONANZA RD
I 15
I 15
G ST
W WILSON AVE
CHURCH
SHOP
MARKET
CHURCH PARKING LOT
STORAGE AREA
KEENAN PIPE &
SUPPLY CO.
STD.
WHOLESALE
SUPPLY
OFFICE
SHOP &
WHSE.
SHOPS
NEVAD


Moulin Rouge Properties
Major Cross Streets:
Bonanza Road///H Street
W MONROE AVE
M ST
IVY LN
MADISON AVE
JEFFERSON AVE
I ST
CUNNINGHAM
H ST
JEFFERSON AVE
E ST
F ST
G ST
W ADAMS AVE
W WASHINGTON AVE
MORGAN AVE
J ST
MORGAN AVE
M ST
DOWN WY
REED PL
LEVY LN
GRANT ST
GERSON AVE
W MCWILLIAMS AVE
W WILSON AVE
W BONANZA RD
F ST
CITY PKWY
W MESQUITE AVE
US 95
US 95
I 15
I 15
W OGDEN AVE

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
06/22/2009 14:14:17 T20090216831
Book/Instr: 20090622-0003713
Notice Page Count: 7
Fees: $20.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

**NEIGHBORHOOD SERVICES DEPARTMENT**
DIRECTOR
STEPHEN K. HARSIN, AICP

# NOTICE AND ORDER

**APN: 139-28-703-014**

December 4, 2008

**Case #69895**
*Certified/Regular Mail*
*Return Receipt Requested*

Las Vegas Apartment Lenders, LLC
801 Second Ave., Suite #315
Seattle, WA 98104

**REVISED and RE-RECORDED**
**NOTICE AND ORDER TO ABATE DANGEROUS BUILDING/DEMOLITION**

You are hereby notified as recorded owner(s) of the property located at **840 W. Bonanza Rd., Las Vegas, NV, Parcel # 139-28-703-014,** the structure(s) has been found to be a public nuisance as defined in the Uniform Code of Abatement of Dangerous Buildings, 1994 Edition, Section 202, and is also dangerous building under 302 of the same code.

The building(s) is deemed to be a dangerous building under Section 302 for the following reasons:

**Violations supporting demolition by City of Las Vegas Building Safety Department:**

**LVMC 16.01.010 (A) – 2006 International Building Code**

**Section 115.1 – Unsafe Structures and Equipment Conditions.** Structures or existing equipment that are or hereafter become unsafe, insanitary or deficient because of inadequate means of egress facilities, inadequate light and ventilation, or which constitute afire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. Unsafe structures shall be taken down and removed or made safe, as the building official deems necessary and as provided for in this section, A vacant structure that is not secured against entry shall be deemed unsafe.



-1
7-16

**** Further detail of stipulating recommendations, by the Building Department, can be found in the Evaluation Report dated October 29, 2008.**

**Violations supporting demolition by City of Las Vegas Neighborhood Response:**

**LVMC 16.08.010 – 2004 Uniform Code for the Abatement of Dangerous Buildings**
**Section 302 – Dangerous Building.**
For the purpose of this code, any building which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered:

***(3) Whenever the stress in any materials, member or portion thereof, due to all dead and live loads, is more than one and one half times the working stress or stresses allowed in the Building Code for new buildings of similar structure, purpose or location.***

***(4) Whenever any portion thereof has been damaged by fire, earthquake, wind, flood or by any other cause, to such an extent that the structural strength or stability thereof is materially less than it was before such catastrophe and is less than the minimum requirements of the Building Code for new buildings of similar structure, purpose or location.***

***(5) Whenever any portion or member or appurtenance thereof is likely to fail, or to become detached or dislodged, or to collapse and thereby injure persons or damage property.***

***(6) Whenever any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting a wind pressure of one half of that specified in the Building Code for new buildings of similar structure, purpose or location without exceeding the working stresses permitted in the Building Code for such buildings.***

***(8) Whenever the building or structure, or any portion thereof, because of (i) dilapidation, deterioration or decay; (ii) faulty construction; (iii) the removal, movement or instability of any portion of the ground necessary for the purpose of supporting such building; (iv) the deterioration, decay or inadequacy of its foundation; or (v) any other cause, is likely to partially or completely collapse.***

***(9) Whenever, for any reason, the building or structure, or any portion thereof, is manifestly unsafe for the purpose for which it is being used. a deleterious effect on the values of neighboring properties.***

***(11) Whenever the building or structure, exclusive of the foundation, shows 33 percent or more damage or deterioration of its supporting member or members, or 50 percent damage or deterioration of its nonsupporting members, enclosing or outside walls or coverings.***

***(12) Whenever the building or structure has been so damaged by fire, wind earthquake or flood, or has become so dilapidated or deteriorated as to become (i) an attractive nuisance to children; (ii) a harbor for vagrants, criminals or immoral persons; or as to (iii) enable persons to resort thereto for the purpose of committing unlawful or immoral acts.***

***(13) Whenever any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the building regulations of this jurisdiction, as specified in the Building Code or Housing Code, or of any law or ordinance of this state or jurisdiction relating to the condition, location or structure of buildings.***

***(14) Whenever any building or structure which, whether or not erected in accordance with all applicable laws and ordinances, has in any nonsupporting part, member or portion less than 50 percent or if any supporting part, member or portion less than 66 percent of the (i) strength, (ii) fire resisting qualities or characteristics, or (iii) weather-resisting qualities or characteristics required by law in the case of a newly constructed building of like area, height and occupancy in the same location.***

***(17) Whenever any building or structure is in such a condition as to constitute a public nuisance known to the common law or in equity jurisprudence, or as specified in Chapter 9.04 or the Las Vegas Municipal Code, or as amended from time to time.***

***(18) Whenever any portion of a building or structure remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned for a period in excess of six months so as to constitute such building or portion thereof an attractive nuisance or hazard to the public.***

***(19) Whenever any building or structure, or any portion thereof, whether partially or completely constructed, has become so dilapidated or deteriorated in condition or appearance, or is maintained in such a condition, as to endanger the safety of the public, be injurious to the senses, obstruct the free use of property of others or have a deleterious effect on the values of neighboring properties.***

**Per 9.04 – Refuse and Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code.**
**Per 9.12 – Litter (Maintain litter free): Remove all trash, litter, paper, cans, bags, etc. and maintain litter free on a consistent basis.**

**Per 9.12 – Outside Storage: Remove all visible storage of materials and goods from all yards and other areas to comply with code.**

**9.04 – Imminent Hazard:**

**Violations supporting demolition by City of Las Vegas Fire Prevention:**

**LVMC 16.16.010 (A) – 2003 National Fire Protection Agency 1 – (NFPA-1)**
**Section 10.14.1 – Vacant Buildings and Premises.**
Every person owning or having charge or control of any vacant building or premises shall remove all combustible storage, waste, refuse, and vegetation and shall lock, barricade, or otherwise secure all windows, doors, and other openings to prohibit entry by unauthorized persons.

**Section 12.3.2.1 – Maintenance of Fire-Resistive Construction.**
Required fire-resistive construction, including fire barriers, fire walls, exterior walls due to location on property, fire-resistive requirements based on type of construction, draft-stop partitions, and roof coverings, shall be maintained and shall be properly repaired, restored, or replaced where damaged, altered, breached, penetrated, removed, or improperly installed.

**LVMC 16.08.010 – 2004 Uniform Code for the Abatement of Dangerous Buildings**
**Section 302 (16) – Dangerous Building.**
For the purpose of this code, any building which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered:
(16) Wherever any building or structure, because of obsolescence, dilapidated condition, deterioration, damage, inadequate exists, lack of sufficient fire-resistive construction, faulty electric wiring, gas connections or heating apparatus, or other cause, is determined by the fire marshal to be a fire hazard.

**Violations supporting demolition by Southern Nevada Health District:**

**LVMC 16.20.010 – 2004 Uniform Housing Code**
**Section 401 (3, 7, 8) - Definitions – Nuisance**
**The following shall be defined as nuisances:**
**(3) Whatever is dangerous to human life or is detrimental to health, as determined by the health officer.**
**(7) Uncleanliness, as determined by the health officer.**
**(8) Whatever renders air, food or drink unwholesome or detrimental to the health of human beings, as determined by the health officer.**

**LVMC 16.08.010 – 2004 Uniform Code for the Abatement of Dangerous Buildings Section 302 (15) – Dangerous Building.**

For the purpose of this code, any building which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered:
(15) Whenever a building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, air or sanitation facilities, or otherwise, is determined by the health officer to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

Closure of 840 Bonanza due to significant health hazards are as follows:

- Severe plumbing problems causing sewer backup
- Insufficient operational toilet fixtures to accommodate occupants
- Severe pest infestation problems throughtout property
- Lack of proper heating and cooling equipment due to inoperable equipment condition.
- Insufficient mattresses and box springs maintained in proper condition
- Uncontrolled feral cat and dog population on property
- Structural disrepair throughout property (i.e., broken windows, doors, stairs, ceilings and flooring)
- Swimming pool closure from mechanical disrepair of pools filtration system.

**<u>Post</u>: No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.**

**Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.**

**Responsible party must provide contact information to this department. Contact code enforcement Inspector #31 at 229-2016 to supply your current phone number, email address, fax number, or additional mailing address.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

**LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees**

**are subject to collection and/or liens.**

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

cc: Olympic Coast Investment, Inc.
Attn: Mr. John Hoss
801 Second Ave., - Ste. 315
Seattle, WA 98104

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
12/08/2008 09:34:52 T20080302214
Book/Instr: 20081208-0001383
Notice Page Count: 7
Fees: $20.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

**NEIGHBORHOOD SERVICES DEPARTMENT**
DIRECTOR
STEPHEN HARSIN, AICP

# NOTICE AND ORDER

**APN: 139-28-703-014**

December 4, 2008

**Case #69895**

*Certified/Regular Mail*
*Return Receipt Requested*

Moulin Rouge Properties, LLC
800 W. Bonanza Rd.
Las Vegas, NV 89106-3525

**NOTICE AND ORDER TO ABATE DANGEROUS BUILDING/DEMOLITION**

You are hereby notified as recorded owner(s) of the property located at **840 W. Bonanza Rd., Las Vegas, NV, Parcel # 139-28-703-014,** the structure(s) has been found to be a public nuisance as defined in the Uniform Code of Abatement of Dangerous Buildings, 1994 Edition, Section 202, and is also dangerous building under 302 of the same code.

The building(s) is deemed to be a dangerous building under Section 302 for the following reasons:

**Violations supporting demolition by City of Las Vegas Building Safety Department:**

**LVMC 16.01.010 (A) – 2006 International Building Code**

**Section 115.1 – Unsafe Structures and Equipment Conditions.** Structures or existing equipment that are or hereafter become unsafe, insanitary or deficient because of inadequate means of egress facilities, inadequate light and ventilation, or which constitute afire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. Unsafe structures shall be taken down and removed or made safe, as the building official deems necessary and as provided for in this section, A vacant structure that is not secured against entry shall be deemed unsafe.

**** Further detail of stipulating recommendations, by the Building Department, can be found in the Evaluation Report dated October 29, 2008.**

**Violations supporting demolition by City of Las Vegas Neighborhood Response:**

**LVMC 16.08.010 – 2004 Uniform Code for the Abatement of Dangerous Buildings**
**Section 302 – Dangerous Building.**
For the purpose of this code, any building which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered:

***(3) Whenever the stress in any materials, member or portion thereof, due to all dead and live loads, is more than one and one half times the working stress or stresses allowed in the Building Code for new buildings of similar structure, purpose or location.***

***(4) Whenever any portion thereof has been damaged by fire, earthquake, wind, flood or by any other cause, to such an extent that the structural strength or stability thereof is materially less than it was before such catastrophe and is less than the minimum requirements of the Building Code for new buildings of similar structure, purpose or location.***

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***(8) Whenever the building or structure, or any portion thereof, because of (i) dilapidation, deterioration or decay; (ii) faulty construction; (iii) the removal, movement or instability of any portion of the ground necessary for the purpose of supporting such building; (iv) the deterioration, decay or inadequacy of its foundation; or (v) any other cause, is likely to partially or completely collapse.***

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*(13) Whenever any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the building regulations of this jurisdiction, as specified in the Building Code or Housing Code, or of any law or ordinance of this state or jurisdiction relating to the condition, location or structure of buildings.*

*(14) Whenever any building or structure which, whether or not erected in accordance with all applicable laws and ordinances, has in any nonsupporting part, member or portion less than 50 percent or if any supporting part, member or portion less than 66 percent of the (i) strength, (ii) fire resisting qualities or characteristics, or (iii) weather-resisting qualities or characteristics required by law in the case of a newly constructed building of like area, height and occupancy in the same location.*

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**Per 9.12 – Outside Storage: Remove all visible storage of materials and goods from all yards and other areas to comply with code.**

**9.04 – Imminent Hazard:**

**Violations supporting demolition by City of Las Vegas Fire Prevention:**

**LVMC 16.16.010 (A) – 2003 National Fire Protection Agency 1 – (NFPA-1)**

**Section 10.14.1 – Vacant Buildings and Premises.**
Every person owning or having charge or control of any vacant building or premises shall remove all combustible storage, waste, refuse, and vegetation and shall lock, barricade, or otherwise secure all windows, doors, and other openings to prohibit entry by unauthorized persons.

**Section 12.3.2.1 – Maintenance of Fire-Resistive Construction.**
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**LVMC 16.08.010 – 2004 Uniform Code for the Abatement of Dangerous Buildings**

**Section 302 (16) – Dangerous Building.**
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(16) Wherever any building or structure, because of obsolescence, dilapidated condition, deterioration, damage, inadequate exists, lack of sufficient fire-resistive construction, faulty electric wiring, gas connections or heating apparatus, or other cause, is determined by the fire marshal to be a fire hazard.

**Violations supporting demolition by Southern Nevada Health District:**

**LVMC 16.20.010 – 2004 Uniform Housing Code**

**Section 401 (3, 7, 8) - Definitions – Nuisance**
**The following shall be defined as nuisances:**
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**(7) Uncleanliness, as determined by the health officer.**
**(8) Whatever renders air, food or drink unwholesome or detrimental to the health of human beings, as determined by the health officer.**

**LVMC 16.08.010 – 2004 Uniform Code for the Abatement of Dangerous Buildings Section 302 (15) – Dangerous Building.**

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(15) Whenever a building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, air or sanitation facilities, or otherwise, is determined by the health officer to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

Closure of 840 Bonanza due to significant health hazards are as follows:

- Severe plumbing problems causing sewer backup
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- Severe pest infestation problems throughtout property
- Lack of proper heating and cooling equipment due to inoperable equipment condition.
- Insufficient mattresses and box springs maintained in proper condition
- Uncontrolled feral cat and dog population on property
- Structural disrepair throughout property (i.e., broken windows, doors, stairs, ceilings and flooring)
- Swimming pool closure from mechanical disrepair of pools filtration system.

**<u>Post</u>: No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.**

**Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.**

**Responsible party must provide contact information to this department. Contact code enforcement Inspector #31 at 229-2016 to supply your current phone number, email address, fax number, or additional mailing address.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

**LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or**

**$1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.**

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

cc: Rod Bickerstaff
900 W. Bonanza Rd.
Las Vegas, NV 89106

Rod Bickerstaff
800 W. Bonanza Rd.
Las Vegas, NV 89106

Dale L. Scott
800 W. Bonanza Rd.
Las Vegas, NV 89106

Dale L. Scott
900 W. Bonanza Rd.
Las Vegas, NV 89106

14

20081016-0001788

Fee: $17.00
N/C Fee: $0.00
10/16/2008 09:36:40
T20080246615
Requestor:
LAS VEGAS CITY
Debbie Conway BRT
Clark County Recorder Pgs: 4

**NEIGHBORHOOD SERVICES DEPARTMENT**
DIRECTOR
STEPHEN HARSIN, AICP

# NOTICE AND ORDER

(4)

APN: 139-28-703-014

October 10, 2008

Case #69895

*Certified/Regular Mail*
*Return Receipt Requested*

Moulin Rouge Properties, LLC
800 W Bonanza Rd.
Las Vegas, NV 89106-3525

## NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING

You are hereby notified as recorded owner(s) of the property located at **840 W Bonanza Rd., Las Vegas, NV, Parcel # 139-28-703-014,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as **commercial hotels located at 840 W Bonanza Rd.**

**Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, cinder block, concrete chunks, etc.**

**Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards, to include dead bushes and trees.**

**Per 9.04 – Dead Vegetation: Remove all dead trees, plants or other vegetation from all areas of property to prevent fire hazard or threat to health and safety to the public.**

**Per 16.08 Building/Dangerous: Secure all structures to CLV specifications - attached.**

**Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.**

**LAS VEGAS CITY COUNCIL**
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW
CITY MANAGER DOUGLAS A. SELBY

*Return to:* CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

Post: No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

*In accordance with Chapter 16.31, you are required to:*

- Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant or abandoned buildings on this property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to demolish; rehabilitate, maintain, or reestablish lawful occupancy of the building(s), or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the buildings; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore vacant or abandoned building(s), plans to demolish, rehabilitate, and to maintain the property so as to remove the negative impact on surrounding properties;

A detailed scope of the rehabilitation work to be performed, a timeline for the work, and a set of plans for the work that have been approved by the Department of Building and Safety; and

A detailed landscape plan showing grass, shrubs and trees that conform to the landscape of surrounding properties, or low-maintenance, drought-resistant xeriscape, including such items as desert plants and decorative rock.

- Board one or more buildings on the property, the building(s) being identified as commercial hotels located at 840 W Bonanza Rd.

- Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as commercial hotels located at 840 W Bonanza Rd.

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to
the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

**LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be
charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.**

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Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacan & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

cc: Chauncey Moore
900 W. Bonanza Rd.
Las Vegas, NV 89106

Moulin Rouge Development Corp.
Attn: Dale L. Scott
800 W. Bonanza Rd.
Las Vegas, NV 89106

Rod Bickerstaff
900 W. Bonanza Rd.
Las Vegas, NV 89106

Moulin Rouge Development Corp.
800 W. Bonanza Rd.
Las Vegas, NV 89106

Matthew Rexroad
8100 W. Sahara Ave. – Suite 200
Las Vegas, NV 89117

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
06/22/2009 14:14:17 T20090216831
Book/Instr: 20090622-0003711
Notice Page Count: 6
Fees: $19.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

**NEIGHBORHOOD SERVICES DEPARTMENT**
DIRECTOR
STEPHEN K. HARSIN, AICP

# NOTICE AND ORDER

**APN: 139-28-703-013**

December 4, 2008

**Case #69644**

*Certified/Regular Mail*
*Return Receipt Requested*

Las Vegas Apartment Lenders, LLC
801 Second Ave., #315
Seattle, WA 98104

**REVISED and RE-RECORDED**
**NOTICE AND ORDER TO ABATE DANGEROUS BUILDING/DEMOLITION**

You are hereby notified as recorded owner(s) of the property located at **920 W. Bonanza Rd., Las Vegas, NV, Parcel # 139-28-703-013,** the structure(s) has been found to be a public nuisance as defined in the Uniform Code of Abatement of Dangerous Buildings, 1994 Edition, Section 202, and is also dangerous building under 302 of the same code.

The building(s) is deemed to be a dangerous building under Section 302 for the following reasons:

**Violations supporting demolition by City of Las Vegas Neighborhood Response:**

**LVMC 16.08.010 – 2004 Uniform Code for the Abatement of Dangerous Buildings**
**Section 302 – Dangerous Building.**
For the purpose of this code, any building which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered:

***(9) Whenever, for any reason, the building or structure, or any portion thereof, is manifestly unsafe for the purpose for which it is being used.***

***(12) Whenever the building or structure has been so damaged by fire, wind, earthquake or flood, or has become so dilapidated or deteriorated as to become (i) an attractive nuisance to children; (ii) a harbor for vagrants, criminals or immoral persons; or as to (iii) enable persons to resort thereto for the purpose of committing unlawful or immoral acts.***

***(13) Whenever any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the building regulations of this jurisdiction, as specified in the Building code or Housing Code, or of any law or ordinance of this state or jurisdiction relating to the condition, location or structure of buildings.***

***(17) Whenever any building or structure is in such a condition as to constitute a public nuisance known to the common law or in equity jurisprudence, or as specified in Chapter 9.04 or the Las Vegas Municipal Code, or as amended from time to time.***

***(18) Whenever any portion of a building or structure remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned for a period in excess of six months so as to constitute such building or portion thereof an attractive nuisance or hazard to the public.***

***(19) Whenever any building or structure, or any portion thereof, whether partially or completely constructed, has become so dilapidated or deteriorated in condition or appearance, or is maintained in such a condition, as to endanger the safety of the public, be injurious to the senses, obstruct the free use of property of others or have a deleterious effect on the values of neighboring properties.***

**<u>Per 9.04 – Refuse and Waste</u>: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code.**
**<u>Per 9.12 – Litter (Maintain litter free)</u>: Remove all trash, litter, paper, cans, bags, etc. and maintain litter free on a consistent basis.**
**<u>Per 9.12 – Outside Storage</u>: Remove all visible storage of materials and goods from all yards and other areas to comply with code.**

**9.04 – Imminent Hazard:**

**Violations supporting demolition by City of Las Vegas Building Safety Department:**

**LVMC 16.01.010 (A) – 2006 International Building Code**

**Section 115.1 - Unsafe Structures and Equipment – Conditions.**
Structures or existing equipment that are or hereafter become unsafe, insanitary or deficient because of inadequate means of egress facilities, inadequate light and ventilation, or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. Unsafe structures shall be taken down and removed or made safe, as the building official deems necessary and as provided for in this section, A vacant structure that is not secured against entry shall be deemed unsafe.

**Violations supporting demolition by City of Las Vegas Fire Prevention:**

**LVMC 16.16.010 (A) – 2003 National Fire Protection Agency 1 – (NFPA-1)**

**Section 10.14.1 – Vacant Buildings and Premises.**
Every person owning or having charge or control of any vacant building or premises shall remove all combustible storage, waste, refuse, and vegetation and shall lock, barricade, or otherwise secure all windows, doors, and other openings to prohibit entry by unauthorized persons.
**Section 12.3.2.1 – Maintenance of Fire-Resistive Construction.**
Required fire-resistive construction, including fire barriers, fire walls, exterior walls due to location on property, fire-resistive requirements based on type of construction, draft-stop partitions, and roof coverings, shall be maintained and shall be properly repaired, restored, or replaced where damaged, altered, breached, penetrated, removed, or improperly installed.

**LVMC 16.08.010 – 2004 Uniform Code for the Abatement of Dangerous Buildings**

**Section 302 (16) – Dangerous Building.**
For the purpose of this code, any building which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered:
(16) Wherever any building or structure, because of obsolescence, dilapidated condition, deterioration, damage, inadequate exists, lack of sufficient fire-resistive construction, faulty electric wiring, gas connections or heating apparatus, or other cause, is determined by the fire marshal to be a fire hazard.

**Violations supporting demolition by Southern Nevada Health District:**

**LVMC 16.20.010 – 2004 Uniform Housing Code**

**Section 401 (3, 7, 8) - Definitions – Nuisance**
**The following shall be defined as nuisances:**
**(3) Whatever is dangerous to human life or is detrimental to health, as determined by the health officer.**
**(7) Uncleanliness, as determined by the health officer.**
**(8) Whatever renders air, food or drink unwholesome or detrimental to the health of human beings, as determined by the health officer.**

**LVMC 16.08.010 – 2004 Uniform Code for the Abatement of Dangerous Buildings**

**Section 302 (15) – Dangerous Building.**
For the purpose of this code, any building which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered:
(15) Whenever a building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, air or sanitation facilities, or otherwise, is determined by the health officer to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

Findings of 920 Bonanza – Desert Breeze 1 by Southern Nevada Health Officer are as follows:

- Severe pest problems
- Plumbing issues in both kitchen and bathroom areas
- Insufficient hot water

**Post: No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.**

**Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.**

**Responsible party must provide contact information to this department. Contact code enforcement Inspector #31 at 229-2016 to supply your current phone number, email address, fax number, or additional mailing address.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
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Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

cc: Olympic Coast Investment, Inc.
Attn: Mr. John Hoss
801 Second Ave., - Ste. 315
Seattle, WA 98104

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
12/08/2008 09:34:52 T20080302214
Book/Instr: 20081208-0001381
Notice Page Count: 6
Fees: $19.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

**NEIGHBORHOOD SERVICES DEPARTMENT**
DIRECTOR
STEPHEN HARSIN, AICP

# NOTICE AND ORDER

**APN: 139-28-703-013**

December 4, 2008

**Case #69644**

*Certified/Regular Mail*
*Return Receipt Requested*

Moulin Rouge Properties, LLC
800 W. Bonanza Rd.
Las Vegas, NV 89106-3525

**NOTICE AND ORDER TO ABATE DANGEROUS BUILDING/DEMOLITION**

You are hereby notified as recorded owner(s) of the property located at **920 W. Bonanza Rd., Las Vegas, NV, Parcel # 139-28-703-013,** the structure(s) has been found to be a public nuisance as defined in the Uniform Code of Abatement of Dangerous Buildings, 1994 Edition, Section 202, and is also dangerous building under 302 of the same code.

The building(s) is deemed to be a dangerous building under Section 302 for the following reasons:

**Violations supporting demolition by City of Las Vegas Neighborhood Response:**

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**Section 302 – Dangerous Building.**
For the purpose of this code, any building which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered:

*(9) Whenever, for any reason, the building or structure, or any portion thereof, is manifestly unsafe for the purpose for which it is being used.*

*(12) Whenever the building or structure has been so damaged by fire, wind, earthquake or flood, or has become so dilapidated or deteriorated as to become (i) an attractive nuisance to children; (ii) a harbor for vagrants, criminals or immoral persons; or as to (iii) enable persons to resort thereto for the purpose of committing unlawful or immoral acts.*

*(13) Whenever any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the building regulations of this jurisdiction, as specified in the Building code or Housing Code, or of any law or ordinance of this state or jurisdiction relating to the condition, location or structure of buildings.*

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**9.04 – Imminent Hazard:**

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- Insufficient hot water

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**Responsible party must provide contact information to this department. Contact code enforcement Inspector #31 at 229-2016 to supply your current phone number, email address, fax number, or additional mailing address.**

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2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

**LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand**

**($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.**

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

cc: Rod Bickerstaff
900 W. Bonanza Rd.
Las Vegas, NV 89106

Rod Bickerstaff
800 W. Bonanza Rd.
Las Vegas, NV 89106

Dale L. Scott
800 W. Bonanza Rd.
Las Vegas, NV 89106

Dale L. Scott
900 W. Bonanza Rd.
Las Vegas, NV 89106

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
10/30/2008 12:36:26 T20080263975
Book/Instr: 20081030-0003215
Notice Page Count: 4
Fees: $17.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

**NEIGHBORHOOD SERVICES DEPARTMENT**
DIRECTOR
STEPHEN HARSIN, AICP

# NOTICE AND ORDER

**APN: 139-28-703-013**

October 21, 2008

**Case #69644**

*Certified/Regular Mail*
*Return Receipt Requested*

Moulin Rouge Properties, LLC
800 W Bonanza Rd.
Las Vegas, NV 89106-3525

**NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING**

You are hereby notified as recorded owner(s) of the property located at **920 W Bonanza Rd., Las Vegas, NV, Parcel # 139-28-703-013,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as **commercial motels located at 920 W Bonanza Rd.**

**Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, metal, etc.**

**Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards, to include dead bushes and trees.**

**Per 9.04 – Dead Vegetation: Remove all dead trees, plants or other vegetation from all areas of property to prevent fire hazard or threat to health and safety to the public.**

**Per 16.08 Building/Dangerous: Secure all structures to CLV specifications - attached.**

**Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.**

**Post: No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.**

**Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.**

**Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.**

***In accordance with Chapter 16.31, you are required to:***

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant or abandoned buildings on this property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

**A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to demolish; rehabilitate, maintain, or reestablish lawful occupancy of the building(s), or any combination of such activities;**

**A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the buildings; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;**

**A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore vacant or abandoned building(s), plans to demolish, rehabilitate, and to maintain the property so as to remove the negative impact on surrounding properties;**

**A detailed scope of the rehabilitation work to be performed, a timeline for the work, and a set of plans for the work that have been approved by the Department of Building and Safety; and**

**A detailed landscape plan showing grass, shrubs and trees that conform to the landscape of surrounding properties, or low-maintenance, drought-resistant xeriscape, including such items as desert plants and decorative rock.**

- **Board one or more buildings on the property, the building(s) being identified as commercial motels located at 920 W Bonanza Rd.**

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as commercial motels located at 920 W Bonanza Rd.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

**LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.**

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacan & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

cc: Chauncey Moore
900 W. Bonanza Rd.
Las Vegas, NV 89106

Moulan Rouge Development Corp.
Attn: Dale L. Scott
800 W. Bonanza Rd.
Las Vegas, NV 89106

Rod Bickerstaff
900 W. Bonanza Rd.
Las Vegas, NV 89106

Moulan Rouge Development Corp.
800 W. Bonanza Rd.
Las Vegas, NV 89106

Matthew Rexroad
8100 W. Sahara Ave. – Suite 200
Las Vegas, NV 89117

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
06/22/2009 14:14:17 T20090216831
Book/Instr: 20090622-0003712
Notice Page Count: 6
Fees: $19.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

**NEIGHBORHOOD SERVICES DEPARTMENT**
DIRECTOR
STEPHEN K. HARSIN, AICP

# NOTICE AND ORDER

**APN: 139-28-703-005**

December 4, 2008

**Case #69582**
*Certified/Regular Mail*
*Return Receipt Requested*

Las Vegas Apartment Lenders, LLC
801 Second Ave., #315
Seattle, WA 98104

**REVISED and RE-RECORDED**
**NOTICE AND ORDER TO ABATE DANGEROUS BUILDING/DEMOLITION**

You are hereby notified as recorded owner(s) of the property located at **1001 W. Mc Williams Ave., Las Vegas, NV, Parcel # 139-28-703-005,** the structure(s) has been found to be a public nuisance as defined in the Uniform Code of Abatement of Dangerous Buildings, 1994 Edition, Section 202, and is also dangerous building under 302 of the same code.

The building(s) is deemed to be a dangerous building under Section 302 for the following reasons:

**Violations supporting demolition by City of Las Vegas Building Safety Department:**

**LVMC 16.01.010 (A) – 2006 International Building Code**

**Section 115.1 – Unsafe Structures and Equipment Conditions.** Structures or existing equipment that are or hereafter become unsafe, insanitary or deficient because of inadequate means of egress facilities, inadequate light and ventilation, or which constitute afire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. Unsafe structures shall be taken down and removed or made safe, as the building official deems necessary and as provided for in this section, A vacant structure that is not secured against entry shall be deemed unsafe.



21
1-10

**Violations supporting demolition by City of Las Vegas Neighborhood Response:**

**LVMC 16.08.010 – 2004 Uniform Code for the Abatement of Dangerous Buildings**
**Section 302 – Dangerous Building.**
For the purpose of this code, any building which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered:

***(9) Whenever, for any reason, the building or structure, or any portion thereof, is manifestly unsafe for the purpose for which it is being used. a deleterious effect on the values of neighboring properties.***

***(12) Whenever the building or structure has been so damaged by fire, wind earthquake or flood, or has become so dilapidated or deteriorated as to become (i) an attractive nuisance to children; (ii) a harbor for vagrants, criminals or immoral persons; or as to (iii) enable persons to resort thereto for the purpose of committing unlawful or immoral acts.***

***(13) Whenever any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the building regulations of this jurisdiction, as specified in the Building Code or Housing Code, or of any law or ordinance of this state or jurisdiction relating to the condition, location or structure of buildings.***

***(14) Whenever any building or structure which, whether or not erected in accordance with all applicable laws and ordinances, has in any nonsupporting part, member or portion less than 50 percent or if any supporting part, member or portion less than 66 percent of the (i) strength, (ii) fire resisting qualities or characteristics, or (iii) weather-resisting qualities or characteristics required by law in the case of a newly constructed building of like area, height and occupancy in the same location.***

***(17) Whenever any building or structure is in such a condition as to constitute a public nuisance known to the common law or in equity jurisprudence, or as specified in Chapter 9.04 or the Las Vegas Municipal Code, or as amended from time to time.***

***(18) Whenever any portion of a building or structure remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned for a period in excess of six months so as to constitute such building or portion thereof an attractive nuisance or hazard to the public.***

***(19) Whenever any building or structure, or any portion thereof, whether partially or completely constructed, has become so dilapidated or deteriorated in condition or appearance, or is maintained in such a condition, as to endanger the safety of the public, be injurious to the senses, obstruct the free use of property of others or have a deleterious effect on the values of neighboring properties.***

**Per 9.04 – Refuse and Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code.**
**Per 9.12 – Litter (Maintain litter free): Remove all trash, litter, paper, cans, bags, etc. and maintain litter free on a consistent basis.**
**Per 9.12 – Outside Storage: Remove all visible storage of materials and goods from all yards and other areas to comply with code.**

**9.04 – Imminent Hazard:**

**Violations supporting demolition by City of Las Vegas Fire Prevention:**

**LVMC 16.16.010 (A) – 2003 National Fire Protection Agency 1 – (NFPA-1)**

**Section 10.14.1 – Vacant Buildings and Premises.**
Every person owning or having charge or control of any vacant building or premises shall remove all combustible storage, waste, refuse, and vegetation and shall lock, barricade, or otherwise secure all windows, doors, and other openings to prohibit entry by unauthorized persons.

**Section 12.3.2.1 – Maintenance of Fire-Resistive Construction.**
Required fire-resistive construction, including fire barriers, fire walls, exterior walls due to location on property, fire-resistive requirements based on type of construction, draft-stop partitions, and roof coverings, shall be maintained and shall be properly repaired, restored, or replaced where damaged, altered, breached, penetrated, removed, or improperly installed.

**LVMC 16.08.010 – 2004 Uniform Code for the Abatement of Dangerous Buildings**

**Section 302 (16) – Dangerous Building.**
For the purpose of this code, any building which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered:
(16) Wherever any building or structure, because of obsolescence, dilapidated condition, deterioration, damage, inadequate exists, lack of sufficient fire-resistive construction, faulty electric wiring, gas connections or heating apparatus, or other cause, is determined by the fire marshal to be a fire hazard.

**Violations supporting demolition by Southern Nevada Health District:**

**LVMC 16.20.010 – 2004 Uniform Housing Code**
**Section 401 (3, 7, 8) - Definitions – Nuisance**
**The following shall be defined as nuisances:**
**(3) Whatever is dangerous to human life or is detrimental to health, as determined by the health officer.**
**(7) Uncleanliness, as determined by the health officer.**
**(8) Whatever renders air, food or drink unwholesome or detrimental to the health of human beings, as determined by the health officer.**

**LVMC 16.08.010 – 2004 Uniform Code for the Abatement of Dangerous Buildings**
**Section 302 (15) – Dangerous Building.**

For the purpose of this code, any building which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered:
(15) Whenever a building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, air or sanitation facilities, or otherwise, is determined by the health officer to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

Findings of 1001 McWilliams Ave. – Desert Breeze 2 by Southern Nevada Health Officer are as follows:

- Severe pest problems
- Plumbing issues in both kitchen and bathroom areas
- Insufficient hot water

**Post: No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.**

**Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.**

**Responsible party must provide contact information to this department. Contact code enforcement Inspector #31 at 229-2016 to supply your current phone number, email address, fax number, or additional mailing address.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

**LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or**

**$1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.**

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

cc: Olympic Coast Investment, Inc.
Attn: Mr. John Hoss
801 Second Ave., - Ste. 315
Seattle, WA 98104

**Receipt/Conformed Copy**

Requestor:
LAS VEGAS CITY
12/08/2008 09:34:52 T20080302214
Book/Instr: 20081208-0001380
Notice Page Count: 6
Fees: $19.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

**NEIGHBORHOOD SERVICES DEPARTMENT**
DIRECTOR
STEPHEN HARSIN, AICP

# NOTICE AND ORDER

**APN: 139-28-703-005**

December 4, 2008

**Case #69582**

*Certified/Regular Mail*
*Return Receipt Requested*

Moulin Rouge Properties, LLC
800 W. Bonanza Rd.
Las Vegas, NV 89106-3525

**NOTICE AND ORDER TO ABATE DANGEROUS BUILDING/DEMOLITION**

You are hereby notified as recorded owner(s) of the property located at **1001 W. Mc Williams Ave., Las Vegas, NV, Parcel # 139-28-703-005,** the structure(s) has been found to be a public nuisance as defined in the Uniform Code of Abatement of Dangerous Buildings, 1994 Edition, Section 202, and is also dangerous building under 302 of the same code.

The building(s) is deemed to be a dangerous building under Section 302 for the following reasons:

**Violations supporting demolition by City of Las Vegas Building Safety Department:**

**LVMC 16.01.010 (A) – 2006 International Building Code**
**Section 115.1 – Unsafe Structures and Equipment Conditions.** Structures or existing equipment that are or hereafter become unsafe, insanitary or deficient because of inadequate means of egress facilities, inadequate light and ventilation, or which constitute afire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. Unsafe structures shall be taken down and removed or made safe, as the building official deems necessary and as provided for in this section, A vacant structure that is not secured against entry shall be deemed unsafe.

**Violations supporting demolition by City of Las Vegas Neighborhood Response:**

**LVMC 16.08.010 – 2004 Uniform Code for the Abatement of Dangerous Buildings**
**Section 302 – Dangerous Building.**
For the purpose of this code, any building which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered:

***(9) Whenever, for any reason, the building or structure, or any portion thereof, is manifestly unsafe for the purpose for which it is being used. a deleterious effect on the values of neighboring properties.***

***(12) Whenever the building or structure has been so damaged by fire, wind earthquake or flood, or has become so dilapidated or deteriorated as to become (i) an attractive nuisance to children; (ii) a harbor for vagrants, criminals or immoral persons; or as to (iii) enable persons to resort thereto for the purpose of committing unlawful or immoral acts.***

***(13) Whenever any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the building regulations of this jurisdiction, as specified in the Building Code or Housing Code, or of any law or ordinance of this state or jurisdiction relating to the condition, location or structure of buildings.***

***(14) Whenever any building or structure which, whether or not erected in accordance with all applicable laws and ordinances, has in any nonsupporting part, member or portion less than 50 percent or if any supporting part, member or portion less than 66 percent of the (i) strength, (ii) fire resisting qualities or characteristics, or (iii) weather-resisting qualities or characteristics required by law in the case of a newly constructed building of like area, height and occupancy in the same location.***

***(17) Whenever any building or structure is in such a condition as to constitute a public nuisance known to the common law or in equity jurisprudence, or as specified in Chapter 9.04 or the Las Vegas Municipal Code, or as amended from time to time.***

***(18) Whenever any portion of a building or structure remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned for a period in excess of six months so as to constitute such building or portion thereof an attractive nuisance or hazard to the public.***

***(19) Whenever any building or structure, or any portion thereof, whether partially or completely constructed, has become so dilapidated or deteriorated in condition or appearance, or is maintained in such a condition, as to endanger the safety of the public, be injurious to the senses, obstruct the free use of property of others or have a deleterious effect on the values of neighboring properties.***

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**Per 9.12 – Litter (Maintain litter free): Remove all trash, litter, paper, cans, bags, etc. and maintain litter free on a consistent basis.**
**Per 9.12 – Outside Storage: Remove all visible storage of materials and goods from all yards and other areas to comply with code.**

**9.04 – Imminent Hazard:**

**Violations supporting demolition by City of Las Vegas Fire Prevention:**

**LVMC 16.16.010 (A) – 2003 National Fire Protection Agency 1 – (NFPA-1)**
**Section 10.14.1 – Vacant Buildings and Premises.**
Every person owning or having charge or control of any vacant building or premises shall remove all combustible storage, waste, refuse, and vegetation and shall lock, barricade, or otherwise secure all windows, doors, and other openings to prohibit entry by unauthorized persons.

**Section 12.3.2.1 – Maintenance of Fire-Resistive Construction.**
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**Violations supporting demolition by Southern Nevada Health District:**

**LVMC 16.20.010 – 2004 Uniform Housing Code**

**Section 401 (3, 7, 8) - Definitions – Nuisance**
**The following shall be defined as nuisances:**
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**(7) Uncleanliness, as determined by the health officer.**
**(8) Whatever renders air, food or drink unwholesome or detrimental to the health of human beings, as determined by the health officer.**

**LVMC 16.08.010 – 2004 Uniform Code for the Abatement of Dangerous Buildings**

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- Severe pest problems
- Plumbing issues in both kitchen and bathroom areas
- Insufficient hot water

**Post: No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.**

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**Responsible party must provide contact information to this department. Contact code enforcement Inspector #31 at 229-2016 to supply your current phone number, email address, fax number, or additional mailing address.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

**LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or**

**$1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.**

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

cc:

Rod Bickerstaff
900 W. Bonanza Rd.
Las Vegas, NV 89106

Rod Bickerstaff
800 W. Bonanza Rd.
Las Vegas, NV 89106

Dale L. Scott
800 W. Bonanza Rd.
Las Vegas, NV 89106

Dale L. Scott
900 W. Bonanza Rd.
Las Vegas, NV 89106

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
10/16/2008 09:36:40 T20080246615
Book/Instr: 20081016-0001789
Notice Page Count: 4
Fees: $17.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

**NEIGHBORHOOD SERVICES DEPARTMENT**
DIRECTOR
STEPHEN HARSIN, AICP

# NOTICE AND ORDER

APN: 139-28-703-005

October 10, 2008

**Case #69582**

*Certified/Regular Mail*
*Return Receipt Requested*

Moulin Rouge Properties, LLC
800 W Bonanza Rd.
Las Vegas, NV 89106-3525

## NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING

You are hereby notified as recorded owner(s) of the property located at **1001 W McWilliams Ave., Las Vegas, NV, Parcel # 139-28-703-005,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as **residential apartments dwelling located at 1001 W McWilliams Ave.**

**Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, metal, etc.**

**Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards, to include dead bushes and trees.**

**Per 16.08 Building/Dangerous: Secure all structures to CLV specifications - attached.**

**Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.**

**Post: No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.**

**Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.**

**Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.**

***In accordance with Chapter 16.31, you are required to:***

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant or abandoned buildings on this property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

**A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to demolish; rehabilitate, maintain, or reestablish lawful occupancy of the building(s), or any combination of such activities;**

**A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the buildings; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;**

**A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore vacant or abandoned building(s), plans to demolish, rehabilitate, and to maintain the property so as to remove the negative impact on surrounding properties;**

**A detailed scope of the rehabilitation work to be performed, a timeline for the work, and a set of plans for the work that have been approved by the Department of Building and Safety; and**

**A detailed landscape plan showing grass, shrubs and trees that conform to the landscape of surrounding properties, or low-maintenance, drought-resistant xeriscape, including such items as desert plants and decorative rock.**

- **Board one or more buildings on the property, the building(s) being identified as residential apartments dwelling located at 1001 W McWilliams Ave.**

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as residential apartments located at 1001 W McWilliams Ave.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

**LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.**

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacan & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

cc: Chauncey Moore
900 W. Bonanza Rd.
Las Vegas, NV 89106

Moulan Rouge Development Corp.
Attn: Dale L. Scott
800 W. Bonanza Rd.
Las Vegas, NV 89106

Rod Bickerstaff
900 W. Bonanza Rd.
Las Vegas, NV 89106

Moulan Rouge Development Corp.
800 W. Bonanza Rd.
Las Vegas, NV 89106

Matthew Rexroad
8100 W. Sahara Ave. – Suite 200
Las Vegas, NV 89117

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
06/22/2009 14:14:17 T20090216831
Book/Instr: 20090622-0003703
Notice Page Count: 4
Fees: $17.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

**NEIGHBORHOOD SERVICES DEPARTMENT**
DIRECTOR
STEPHEN K. HARSIN, AICP

# NOTICE AND ORDER

**APN: 139-28-711-054**

September 29, 2008

**Case #69326**

*Certified/Regular Mail*
*Return Receipt Requested*

Las Vegas Apartment Lenders, LLC
801 Second Ave., #315
Seattle, WA 98104

**REVISED and RE-RECORDED**
**NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING**

You are hereby notified as recorded owner(s) of the property located at **901 W McWilliams Ave. - #902, Las Vegas, NV, Parcel # 139-28-711-054,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as a **residential townhouse located at 901 W McWilliams Ave. - #902.**

**Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, bottles, etc., to include rear of building.**

**Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards, to include dead bushes and trees.**

**Per 16.08 Building/Dangerous: Secure all structures to CLV specifications (attached).**

**LAS VEGAS CITY COUNCIL**
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE . STEVE WOLFSON . LOIS TARKANIAN
STEVEN D. ROSS . RICKI Y. BARLOW . STAVROS S. ANTHONY
CITY MANAGER ELIZABETH N. FRETWELL
CITY OF LAS VEGAS . 400 STEWART AVENUE . LAS VEGAS, NEVADA 89101
VOICE 702.229.2330 . FAX 702.598.3938 . TDD 702.302.3045 . www.lasvegasnevada.gov

**Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.**

**Post: No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.**

**Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.**

**Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.**

***In accordance with Chapter 16.31, you are required to:***

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant or abandoned buildings on this property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

**A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to demolish; rehabilitate, maintain, or reestablish lawful occupancy of the building(s), or any combination of such activities;**

**A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the buildings; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;**

**A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore vacant or abandoned building(s), plans to demolish, rehabilitate, and to maintain the property so as to remove the negative impact on surrounding properties;**

**A detailed scope of the rehabilitation work to be performed, a timeline for the work, and a set of plans for the work that have been approved by the Department of Building and Safety; and**

**A detailed landscape plan showing grass, shrubs and trees that conform to the landscape of surrounding properties, or low-maintenance, drought-resistant xeriscape, including such items as desert plants and decorative rock.**

- **Board one or more buildings on the property, the building(s) being identified as a residential townhouse located at 901 W McWilliams Ave. - #902.**

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a residential townhouse located at 901 W McWilliams Ave. - #902.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
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**LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and; upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.**

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacan & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

cc: Olympic Coast Investment, Inc.
801 Second Ave., - Ste. 315
Seattle, WA 98104

16

20081002-0004755

Fee: $17.00
N/C Fee: $0.00
10/02/2008 14:54:55
T20080232768
Requestor:
LAS VEGAS CITY
Debbie Conway SCA
Clark County Recorder Pgs: 4

**NEIGHBORHOOD SERVICES DEPARTMENT**
DIRECTOR
STEPHEN HARSIN, AICP

# NOTICE AND ORDER

(4)

APN: 139-28-711-054

September 29, 2008

**Case #69326**

*Certified/Regular Mail*
*Return Receipt Requested*

Moulin Rouge Properties, LLC
800 W Bonanza Rd.
Las Vegas, NV 89106-3525

**NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING**

You are hereby notified as recorded owner(s) of the property located at **901 W McWilliams Ave. - #902, Las Vegas, NV, Parcel # 139-28-711-054,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as a **residential townhouse located at 901 W McWilliams Ave. - #902.**

**Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, bottles, etc., to include rear of building.**

**Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards, to include dead bushes and trees.**

**Per 16.08 Building/Dangerous: Secure all structures to CLV specifications (attached).**

**Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.**

**LAS VEGAS CITY COUNCIL**
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW
CITY MANAGER DOUGLAS A. SELBY

*Return to:* CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

**Post: No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.**

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- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant or abandoned buildings on this property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

**A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to demolish; rehabilitate, maintain, or reestablish lawful occupancy of the building(s), or any combination of such activities;**

**A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the buildings; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;**

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**A detailed scope of the rehabilitation work to be performed, a timeline for the work, and a set of plans for the work that have been approved by the Department of Building and Safety; and**

**A detailed landscape plan showing grass, shrubs and trees that conform to the landscape of surrounding properties, or low-maintenance, drought-resistant xeriscape, including such items as desert plants and decorative rock.**

- **Board one or more buildings on the property, the building(s) being identified as a residential townhouse located at 901 W McWilliams Ave. - #902.**

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a residential townhouse located at 901 W McWilliams Ave. - #902.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

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2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
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The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacan & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

cc: Chauncey Moore
900 W. Bonanza Rd.
Las Vegas, NV 89106

Moulan Rouge Development Corp.
Attn: Dale L. Scott
800 W. Bonanza Rd.
Las Vegas, NV 89106

Rod Bickerstaff
900 W. Bonanza Rd.
Las Vegas, NV 89106

Moulan Rouge Development Corp.
800 W. Bonanza Rd.
Las Vegas, NV 89106

Matthew Rexroad
8100 W. Sahara Ave. – Suite 200
Las Vegas, NV 89117

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
06/22/2009 14:14:17 T20090216831
Book/Instr: 20090622-0003704
Notice Page Count: 4
Fees: $17.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

**NEIGHBORHOOD SERVICES DEPARTMENT**
DIRECTOR
STEPHEN K. HARSIN, AICP

# NOTICE AND ORDER

APN: 139-28-711-055

September 29, 2008

Case #69327

*Certified/Regular Mail*
*Return Receipt Requested*

Las Vegas Apartment Lenders, LLC
801 Second Ave., #315
Seattle, WA 98104

**REVISED and RE-RECORDED**
**NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING**

You are hereby notified as recorded owner(s) of the property located at **901 W McWilliams Ave. - #903, Las Vegas, NV, Parcel # 139-28-711-055,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as a **residential townhouse located at 901 W McWilliams Ave. - #903.**

**Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, bottles, etc., to include rear of building.**

**Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards, to include dead bushes and trees.**

**Per 16.08 Building/Dangerous: Secure all structures to CLV specifications (attached).**

**Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.**

**Post: No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.**

**Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.**

**Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.**

***In accordance with Chapter 16.31, you are required to:***

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant or abandoned buildings on this property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

**A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to demolish; rehabilitate, maintain, or reestablish lawful occupancy of the building(s), or any combination of such activities;**

**A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the buildings; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;**

**A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore vacant or abandoned building(s), plans to demolish, rehabilitate, and to maintain the property so as to remove the negative impact on surrounding properties;**

**A detailed scope of the rehabilitation work to be performed, a timeline for the work, and a set of plans for the work that have been approved by the Department of Building and Safety; and**

**A detailed landscape plan showing grass, shrubs and trees that conform to the landscape of surrounding properties, or low-maintenance, drought-resistant xeriscape, including such items as desert plants and decorative rock.**

- **Board one or more buildings on the property, the building(s) being identified as a residential townhouse located at 901 W McWilliams Ave. - #903.**

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a residential townhouse located at 901 W McWilliams Ave. - #903.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
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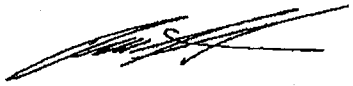
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

**LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.**

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,



Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacan & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

cc: Olympic Coast Investment, Inc.
801 Second Ave., - Ste. 315
Seattle, WA 98104

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
10/02/2008 14:54:55 T20080232768
Book/Instr: 20081002-0004754
Notice Page Count: 4
Fees: $17.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

**NEIGHBORHOOD SERVICES DEPARTMENT**
DIRECTOR
STEPHEN HARSIN, AICP

# NOTICE AND ORDER

**APN: 139-28-711-055**

September 29, 2008

**Case #69327**

*Certified/Regular Mail*
*Return Receipt Requested*

Moulin Rouge Properties, LLC
800 W Bonanza Rd.
Las Vegas, NV 89106-3525

**NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING**

You are hereby notified as recorded owner(s) of the property located at **901 W McWilliams Ave. - #903, Las Vegas, NV, Parcel # 139-28-711-055,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as a **residential townhouse located at 901 W McWilliams Ave. - #903.**

**Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, bottles, etc., to include rear of building.**

**Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards, to include dead bushes and trees.**

**Per 16.08 Building/Dangerous: Secure all structures to CLV specifications (attached).**

**Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.**

**LAS VEGAS CITY COUNCIL**
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW
CITY MANAGER DOUGLAS A. SELBY
CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

**Post: No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.**

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**Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.**

***In accordance with Chapter 16.31, you are required to:***

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant or abandoned buildings on this property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

**A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to demolish; rehabilitate, maintain, or reestablish lawful occupancy of the building(s), or any combination of such activities;**

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**LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.**

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Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacan & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

cc: Chauncey Moore
900 W. Bonanza Rd.
Las Vegas, NV 89106

Moulan Rouge Development Corp.
Attn: Dale L. Scott
800 W. Bonanza Rd.
Las Vegas, NV 89106

Rod Bickerstaff
900 W. Bonanza Rd.
Las Vegas, NV 89106

Moulan Rouge Development Corp.
800 W. Bonanza Rd.
Las Vegas, NV 89106

Matthew Rexroad
8100 W. Sahara Ave. – Suite 200
Las Vegas, NV 89117

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
06/22/2009 14:14:17 T20090216831
Book/Instr: 20090622-0003705
Notice Page Count: 4
Fees: $17.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

**NEIGHBORHOOD SERVICES DEPARTMENT**
DIRECTOR
STEPHEN K. HARSIN, AICP

# NOTICE AND ORDER

**APN: 139-28-711-056**

September 29, 2008

**Case #69328**

*Certified/Regular Mail*
*Return Receipt Requested*

Las Vegas Apartment Lenders, LLC
801 Second Ave., #315
Seattle, WA 98104

**REVISED and RE-RECORDED**
**NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING**

You are hereby notified as recorded owner(s) of the property located at **901 W McWilliams Ave. - #904, Las Vegas, NV, Parcel # 139-28-711-056,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as a **residential townhouse located at 901 W McWilliams Ave. - #904.**

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STEVEN D. ROSS . RICKI Y. BARLOW . STAVROS S. ANTHONY
CITY MANAGER ELIZABETH N. FRETWELL
CITY OF LAS VEGAS . 400 STEWART AVENUE . LAS VEGAS, NEVADA 89101
VOICE 702.229.2330 . FAX 702.598.3938 . TDD 702.302.3045 . www.lasvegasnevada.gov

**Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.**

**Post: No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.**

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Seattle, WA 98104

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
10/02/2008 14:54:55 T20080232768
Book/Instr: 20081002-0004753
Notice Page Count: 4
Fees: $17.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

**NEIGHBORHOOD SERVICES DEPARTMENT**
DIRECTOR
STEPHEN HARSIN, AICP

# NOTICE AND ORDER

**APN: 139-28-711-056**

September 29, 2008

**Case #69328**

*Certified/Regular Mail*
*Return Receipt Requested*

Moulin Rouge Properties, LLC
800 W Bonanza Rd.
Las Vegas, NV 89106-3525

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**LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.**

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacan & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

cc: Chauncey Moore
900 W. Bonanza Rd.
Las Vegas, NV 89106

Moulan Rouge Development Corp.
Attn: Dale L. Scott
800 W. Bonanza Rd.
Las Vegas, NV 89106

Rod Bickerstaff
900 W. Bonanza Rd.
Las Vegas, NV 89106

Moulan Rouge Development Corp.
800 W. Bonanza Rd.
Las Vegas, NV 89106

Matthew Rexroad
8100 W. Sahara Ave. – Suite 200
Las Vegas, NV 89117

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
06/22/2009 14:14:17 T20090216831
Book/Instr: 20090622-0003706
Notice Page Count: 4
Fees: $17.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

**NEIGHBORHOOD SERVICES DEPARTMENT**
DIRECTOR
STEPHEN K. HARSIN, AICP

# NOTICE AND ORDER

**APN: 139-28-711-058**

September 29, 2008

**Case #69329**

*Certified/Regular Mail*
*Return Receipt Requested*

Las Vegas Apartment Lenders, LLC
801 Second Ave., #315
Seattle, WA 98104

**REVISED and RE-RECORDED**
**NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING**

You are hereby notified as recorded owner(s) of the property located at **901 W McWilliams Ave. - #906, Las Vegas, NV, Parcel # 139-28-711-058,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as a **residential townhouse located at 901 W McWilliams Ave. - #906.**

**Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, bottles, etc., to include rear of building.**

**Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards, to include dead bushes and trees.**

**Per 16.08 Building/Dangerous: Secure all structures to CLV specifications (attached).**

**LAS VEGAS CITY COUNCIL**
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE . STEVE WOLFSON . LOIS TARKANIAN
STEVEN D. ROSS . RICKI Y. BARLOW . STAVROS S. ANTHONY
CITY MANAGER ELIZABETH N. FRETWELL
CITY OF LAS VEGAS . 400 STEWART AVENUE . LAS VEGAS, NEVADA 89101
VOICE 702.229.2330 . FAX 702.598.3938 . TDD 702.302.3045 . www.lasvegasnevada.gov

Per 16.31 – Vacant Buildings: **Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.**

Post: **No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.**

**Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.**

**Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.**

***In accordance with Chapter 16.31, you are required to:***

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant or abandoned buildings on this property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

**A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to demolish; rehabilitate, maintain, or reestablish lawful occupancy of the building(s), or any combination of such activities;**

**A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the buildings; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;**

**A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore vacant or abandoned building(s), plans to demolish, rehabilitate, and to maintain the property so as to remove the negative impact on surrounding properties;**

**A detailed scope of the rehabilitation work to be performed, a timeline for the work, and a set of plans for the work that have been approved by the Department of Building and Safety; and**

**A detailed landscape plan showing grass, shrubs and trees that conform to the landscape of surrounding properties, or low-maintenance, drought-resistant xeriscape, including such items as desert plants and decorative rock.**

- **Board one or more buildings on the property, the building(s) being identified as a residential townhouse located at 901 W McWilliams Ave. - #906.**

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a residential townhouse located at 901 W McWilliams Ave. - #906.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

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Neighborhood Response Division
Neighborhood Services Department

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City of Las Vegas Vacan & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

cc: Olympic Coast Investment, Inc.
801 Second Ave., - Ste. 315
Seattle, WA 98104

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
10/02/2008 14:54:55 T20080232768
Book/Instr: 20081002-0004752
Notice Page Count: 4
Fees: $17.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

**NEIGHBORHOOD SERVICES DEPARTMENT**
DIRECTOR
STEPHEN HARSIN, AICP

# NOTICE AND ORDER

**APN: 139-28-711-058**

September 29, 2008

**Case #69329**

*Certified/Regular Mail*
*Return Receipt Requested*

Moulin Rouge Properties, LLC
800 W Bonanza Rd.
Las Vegas, NV 89106-3525

**NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING**

You are hereby notified as recorded owner(s) of the property located at **901 W McWilliams Ave. - #906, Las Vegas, NV, Parcel # 139-28-711-058,** as follows:

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**Per 16.08 Building/Dangerous: Secure all structures to CLV specifications (attached).**

**Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.**

**LAS VEGAS CITY COUNCIL**
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MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW
CITY MANAGER DOUGLAS A. SELBY
CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

**Post: No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.**

**Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.**

**Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.**

***In accordance with Chapter 16.31, you are required to:***

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant or abandoned buildings on this property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

**A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to demolish; rehabilitate, maintain, or reestablish lawful occupancy of the building(s), or any combination of such activities;**

**A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the buildings; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;**

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- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a residential townhouse located at 901 W McWilliams Ave. - #906.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

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Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
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City of Las Vegas Boarded Building Certificate Application

cc: Chauncey Moore
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Las Vegas, NV 89106

Moulan Rouge Development Corp.
Attn: Dale L. Scott
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Matthew Rexroad
8100 W. Sahara Ave. – Suite 200
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Debbie Conway
Clark County Recorder

**NEIGHBORHOOD SERVICES DEPARTMENT**
DIRECTOR
STEPHEN K. HARSIN, AICP

# NOTICE AND ORDER

**APN: 139-28-711-059**

September 26, 2008

**Case #69322**

*Certified/Regular Mail*
*Return Receipt Requested*

Las Vegas Apartment Lenders, LLC
801 Second Ave., #315
Seattle, WA 98104

**REVISED and RE-RECORDED**
**NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING**

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**Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.**



7-16

**Post: No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.**

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**drought-resistant xeriscape, including such items as desert plants and decorative rock.**

- **Board one or more buildings on the property, the building(s) being identified as a residential townhouse located at 901 W McWilliams Ave. - #907.**

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Debbie Conway
Clark County Recorder

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DIRECTOR
STEPHEN HARSIN, AICP

# NOTICE AND ORDER

**APN: 139-28-711-059**

September 26, 2008

**Case #69322**

*Certified/Regular Mail*
*Return Receipt Requested*

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800 W Bonanza Rd.
Las Vegas, NV 89106-3525

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**Post: No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.**

**Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.**

**Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.**

***In accordance with Chapter 16.31, you are required to:***

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant or abandoned buildings on this property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

**A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to demolish; rehabilitate, maintain, or reestablish lawful occupancy of the building(s), or any combination of such activities;**

**A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the buildings; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;**

**A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore vacant or abandoned building(s), plans to demolish, rehabilitate, and to maintain the property so as to remove the negative impact on surrounding properties;**

**A detailed scope of the rehabilitation work to be performed, a timeline for the work, and a set of plans for the work that have been approved by the Department of Building and Safety; and**

**A detailed landscape plan showing grass, shrubs and trees that conform to the landscape of surrounding properties, or low-maintenance, drought-resistant xeriscape, including such items as desert plants and decorative rock.**

- **Board one or more buildings on the property, the building(s) being identified as a residential townhouse located at 901 W McWilliams Ave. - #907.**

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a residential townhouse located at 901 W McWilliams Ave. - #907.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

**LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.**

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacan & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

cc: Chauncey Moore
900 W. Bonanza Rd.
Las Vegas, NV 89106

Moulan Rouge Development Corp.
Attn: Dale L. Scott
800 W. Bonanza Rd.
Las Vegas, NV 89106

Rod Bickerstaff
900 W. Bonanza Rd.
Las Vegas, NV 89106

Moulan Rouge Development Corp.
800 W. Bonanza Rd.
Las Vegas, NV 89106

Matthew Rexroad
8100 W. Sahara Ave. – Suite 200
Las Vegas, NV 89117

LAS VEGAS CITY COUNCIL

MAYOR
OSCAR B. GOODMAN

GARY REESE, WARD 3
(MAYOR PRO-TEM)
STEVE WOLFSON, WARD 2
LOIS TARKANIAN, WARD 1
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

May 18, 2010

Multiple Cases
Certified/Regular Mail
Return Receipt Requested

Las Vegas Apartment Lenders LLC
801 Second Ave #315
Seattle, WA 98104-1512

*RE:* ***Revised Notification Letter*** *- 901 and 1001West McWilliams Avenue*
*840 and 920 West Bonanza Road*

Dear Property Owner:

At the City Council meeting held on April 21, 2010, Agenda Item #79 was approved for a review hearing. The hearing will be scheduled to be heard on **June 16, 2010**. This will be a review regarding status of violations for the properties listed above.

If you have any questions concerning this procedure, please contact the Neighborhood Response Division located in the Department of Neighborhood Services, by telephoning (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

cc: Las Vegas Apartment Lenders LLC, John Hoss, Olympic Coast Investment, Inc., 801 Second Ave, Ste 315, Seattle, WA 98104-1512

Jory P. Shoell, Esq. Snell & Wilmer, 3883 Howard Hughes Parkway #1100, Las Vegas, NV 89169

DSS:ld

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.2330
FAX 702.382.3901
TTY 702 386.3045
www.lasvegasnevada.gov

LAS VEGAS CITY COUNCIL

MAYOR
OSCAR B. GOODMAN

GARY REESE, WARD 3
(MAYOR PRO-TEM)
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NEIGHBORHOOD
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400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

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www.lasvegasnevada.gov

May 17, 2010

Multiple Cases
Certified/Regular Mail
Return Receipt Requested

Las Vegas Apartment Lenders LLC
801 Second Ave #315
Seattle, WA 98104-1512

*RE: 901 and 1001 West McWilliams Avenue*
*840 and 920 West Bonanza Road*

Dear Property Owner:

At the City Council meeting held on April 21, 2010, Agenda Item #79 was approved for a review hearing. The hearing will be scheduled to be heard on June 2, 2010. This will be a review regarding status of violations for the properties listed above.

If you have any questions concerning this procedure, please contact the Neighborhood Response Division located in the Department of Neighborhood Services, by telephoning (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

cc: Las Vegas Apartment Lenders LLC, John Hoss, Olympic Coast Investment, Inc., 801 Second Ave, Ste 315, Seattle, WA 98104-1512

Jory P. Shoell, Esq. Snell & Wilmer, 3883 Howard Hughes Parkway #1100, Las Vegas, NV 89169

DSS:ld

LAS VEGAS CITY COUNCIL

MAYOR
OSCAR B. GOODMAN

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CITY MANAGER
ELIZABETH N. FRETWELL

NEIGHBORHOOD
SERVICES DEPARTMENT

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STEPHEN K. HARSIN, AICP

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

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www.lasvegasnevada.gov

April 9, 2010

Multiple Cases
Certified/Regular Mail
Return Receipt Requested

Las Vegas Apartment Lenders LLC
801 Second Ave #315
Seattle, WA 98104-1512

*RE: 901 and 1001West McWilliams Avenue*
*840 and 920 West Bonanza Road*

Dear Property Owner:

At the City Council meeting held on January 20, 2010, Agenda Item #67 was approved for a review hearing. The hearing will be scheduled to be heard on April 21, 2010. This will be a review regarding status of violations for the properties listed above.

If you have any questions concerning this procedure, please contact the Neighborhood Response Division located in the Department of Neighborhood Services, by telephoning (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

cc: Las Vegas Apartment Lenders LLC, John Hoss, Olympic Coast Investment, Inc., 801 Second Ave, Ste 315, Seattle, WA 98104-1512

Jory P. Shoell, Esq. Snell & Wilmer, 3883 Howard Hughes Parkway #1100, Las Vegas, NV 89169

DSS:ld

LAS VEGAS CITY COUNCIL

MAYOR
OSCAR B. GOODMAN

GARY REESE, WARD 3
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CITY MANAGER
ELIZABETH N. FRETWELL

NEIGHBORHOOD
SERVICES DEPARTMENT

DIRECTOR
STEPHEN K. HARSIN, AICP

December 31, 2009

Multiple Cases
Certified/Regular Mail
Return Receipt Requested

Las Vegas Apartment Lenders LLC
801 Second Ave #315
Seattle, WA 98104-1512

*RE: 901 and 1001West McWilliams Avenue*
*840 and 920 West Bonanza Road*

Dear Property Owner:

At the City Council meeting held on October 7, 2009, Agenda Item #76 was approved for a review hearing. The hearing will be scheduled to be heard on January 20, 2010. This will be a review regarding status of violations for the properties listed above.

If you have any questions concerning this procedure, please contact the Neighborhood Response Division located in the Department of Neighborhood Services, by telephoning (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

cc: Las Vegas Apartment Lenders LLC, John Hoss, Olympic Coast Investment, Inc., 801 Second Ave, Ste 315, Seattle, WA 98104-1512

Jory P. Shoell, Esq. Snell & Wilmer, 3883 Howard Hughes Parkway #1100, Las Vegas, NV 89169

DSS:ld

CITY OF LAS VEGAS
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LAS VEGAS CITY COUNCIL

MAYOR
OSCAR B. GOODMAN

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CITY MANAGER
ELIZABETH N. FRETWELL

NEIGHBORHOOD
SERVICES DEPARTMENT

DIRECTOR
STEPHEN K. HARSIN, AICP

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.2330
FAX 702.382.3901
TTY 702 386.3045
www.lasvegasnevada.gov

September 9, 2009

Multiple Cases
Certified/Regular Mail
Return Receipt Requested

Las Vegas Apartment Lenders LLC
801 Second Ave #315
Seattle, WA 98104-1512

*RE: 901 and 1001West McWilliams Avenue*
*840 and 920 West Bonanza Road*

Dear Property Owner:

At the City Council meeting held on September 2, 2009, Agenda Item #40 was approved for a final review hearing. The hearing will be scheduled to be heard on October 7, 2009. This will be a review regarding status of violations for the properties listed above.

If you have any questions concerning this procedure, please contact the Neighborhood Response Division located in the Department of Neighborhood Services, by telephoning (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

cc: Las Vegas Apartment Lenders LLC, John Hoss, Olympic Coast Investment, Inc., 801 Second Ave, Ste 315, Seattle, WA 98104-1512

Jory P. Shoell, Esq. Snell & Wilmer, 3883 Howard Hughes Parkway #1100, Las Vegas, NV 89169

DSS:jl

LAS VEGAS CITY COUNCIL

MAYOR
OSCAR B. GOODMAN

GARY REESE, WARD 3
(MAYOR PRO-TEM)
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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

August 13, 2009

Multiple Cases
Certified/Regular Mail
Return Receipt Requested

Las Vegas Apartment Lenders LLC
801 Second Ave #315
Seattle, WA 98104-1512

*RE: 901 and 1001West McWilliams Avenue*
*840 and 920 West Bonanza Road*

Dear Property Owner:

At the City Council meeting held on August 5, 2009, Agenda Items #66 and #67 were approved for a review hearing. The hearing will be scheduled to be heard on September 2, 2009. This will be a review regarding status of violations for the properties listed above.

If you have any questions concerning this procedure, please contact the Neighborhood Response Division located in the Department of Neighborhood Services, by telephoning (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

cc: Las Vegas Apartment Lenders LLC, John Hoss, Olympic Coast Investment, Inc., 801 Second Ave, Ste 315, Seattle, WA 98104-1512

Jory P. Shoell, Esq. Snell & Wilmer, 3883 Howard Hughes Parkway #1100, Las Vegas, NV 89169

DSS:jl

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

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LAS VEGAS CITY COUNCIL

MAYOR
OSCAR B. GOODMAN

GARY REESE, WARD 3
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CITY MANAGER
ELIZABETH N. FRETWELL

NEIGHBORHOOD
SERVICES DEPARTMENT

DIRECTOR
STEPHEN K. HARSIN, AICP

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.2330
FAX 702.382-3901
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www.lasvegasnevada.gov

July 16, 2009

Multiple Cases
Certified/Regular Mail
Return Receipt Requested

Las Vegas Apartment Lenders LLC
801 Second Ave #315
Seattle, WA 98104-1512

*RE: 901 West McWilliams Avenue and 1001 West McWilliams Avenue*

Dear Property Owner:

At the City Council meeting held on July 15, 2009, Agenda Item #47 was held in abeyance and is now scheduled to be heard for hearing on August 5, 2009. This will be to recover costs for the emergency boarding and other fees assessed for inspections of the properties.

If you have any questions concerning this procedure, please contact the Neighborhood Response Division located in the Department of Neighborhood Services, by telephoning (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

cc: Las Vegas Apartment Lenders LLC, John Hoss, Olympic Coast Investment, Inc., 801 Second Ave, Ste 315, Seattle, WA 98104-1512

Moulin Rouge Properties, LLC, 800 W. Bonanza Road, Las Vegas, NV 89106-3525

Jory P. Shoell, Esq. Snell & Wilmer, 3883 Howard Hughes Parkway #1100, Las Vegas, NV 89169

DSS:jl

LAS VEGAS CITY COUNCIL

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GARY REESE, WARD 3
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CITY MANAGER
ELIZABETH N. FRETWELL

NEIGHBORHOOD
SERVICES DEPARTMENT

DIRECTOR
STEPHEN K. HARSIN, AICP

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.2330
FAX 702.598-3938
TTY 792 386.3045
www.lasvegasnevada.gov

June 18, 2009

Multiple Cases
Certified/Regular Mail
Return Receipt Requested

Las Vegas Apartment Lenders LLC
801 Second Ave #315
Seattle, WA 98104-1512

*RE: 901 West McWilliams Avenue and 1001 West McWilliams Avenue*

Dear Property Owner:

At the City Council meeting held on May 20, 2009, Agenda Item #56 was held in abeyance and is now scheduled to be heard for hearing on July 15, 2009. This will be to recover costs for the emergency boarding and other fees assessed for inspection of the properties.

If you have any questions concerning this procedure, please contact the Neighborhood Response Division located in the Department of Neighborhood Services, by telephoning (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

cc: Las Vegas Apartment Lenders LLC, John Hoss, Olympic Coast Investment, Inc., 801 Second Ave, Ste 315, Seattle, WA 98104-1512

Moulin Rouge Properties, LLC, 800 W. Bonanza Road, Las Vegas, NV 89106-3525

DSS:jl

Las Vegas Fire & Rescue
Fire Prevention Division

July 14, 2009

The current Risk Assessment has been established for the Moulin Rouge and surrounding adjacent property including addresses.

840 W. Bonanza
900 W. Bonanza
920 W. Bonanza
901 W. Mc Williams
1001 W. McWilliams
1100 W Mc Williams

General overall site status:

The gate nearest to the 840 / 900 W. bonanza address (South/East entrance) is open and not secured allowing free access. The West side of the (casino/tower sign) remaining building is open and accessible. The 840 / 900 building (hotel) is accessible with broken windows, removed doors, combustible materials present on the inside and outside of the building. Empty swimming pool is not covered or secured. Partially damaged and remaining buildings at 920 W. Bonanza Apartment buildings (North/West) are open and accessible for vagrants and or trespassers. Rear access to the site from W. McWilliams locked and inaccessible gate at this time. Two trailers are present behind the 840 / 900 address on site. There is carpet, furniture, removed electrical equipment, and air conditioning units present in this area to the property line to the Treeline senior condos/apartments (901 W. McWilliams accessible from H Street or Mc Williams)

**Primary Hazard:** Dangerous site conditions, limited access onto site, limited site security. There is a single guard, no appearance of roving unless someone appears on property.

**Recommendation for site:** Secure, provide additional; roving guards, secure all access points, remove all combustible materials from site.

## 840 and 900 W. Bonanza

**Current Condition:**

The posted building address as 900 W. Bonanza includes the tower sign and what remains of the casino facility. (CLV interactive map reflects as 840 W. Bonanza). Only the 40' tower sign is in place with structural support devices holding up what remains of the casino and the sign structure. The supports were placed into service as a result of a fire in 2003 that consumed the entire casino complex. This section of the building is open, not secure. The stand alone 840 W. Bonanza building is not secure with electrical and mechanical equipment removed.

Address has had Five emergency medical responses documented to this location as recent as 2008.

**Primary Hazard:** Collapse possible due to previous fires, asbestos material may be present in what remains of the remaining structure, additional hazard to emergency response staff to presumed vacant building.

**Recommendation:** Demo entire group of buildings, remove empty swimming pool.

## 920 W. Bonanza

**Current Condition:** This address consists of four standalone 2 story buildings. The first building facing W. bonanza and the second running North/South were most recently converted to apartment buildings. Both buildings are accessible, with major rehab and demo work started. This has left the buildings with no windows, doors, electrical equipment, or mechanical equipment.

Address had single response 04/06/2008. Buildings were vacant at the time.

**Primary Hazard:** Fire and safety hazards as the units not secure and open to the environment. Possible asbestos material present, safety risk to responding personnel as a result of building and site condition.

## 920 W. Bonanza (cont).

**Current Condition:** These are the two remaining 2 story buildings at the North of the complex running East / West. Buildings are unsecure with broken glass, mechanical and electrical equipment removed and visible damage to both buildings.

**Primary Hazard:** Fire and safety hazards as the units not secure and open to the environment. Possible asbestos material present, safety risk to responding personnel as a result of building and site condition.

**Recommendation:** Confirm no existence of asbestos and demo entire group of buildings.

## 1001 W. Mc Williams

**Current Condition:** Buildings appear to be vacant at this time. Buildings are boarded up with no outward signs of vagrants entering buildings. Site has limited access.

Address has had no reported fire or emergency responses reported.

**Primary Hazard:** As no site security is present the chance of fire as a result of intentionally set fire is high. Site has substantial amount of combustible material and plants in the center courtyard and surrounding areas.

**Recommendation:** Secure site, allow approved access to 840, 900, 920 W. bonanza and 901 W. McWilliams locations, remove all combustible material and provide additional security.

## 901 W. Mc Williams

**Current Condition:** Two groups of single story buildings. The units designated as "Treeline Senior Condos" (closest to H Street) appear to only have approximately ½ of the units occupied, others are boarded and secured. Limited access only from H Street. Secondary access is through 1001 W. McWilliams location. Secondary emergency access gate is locked and secured. Available water supply is on West side of locked gate and not accessible for use in the event of fire in occupied units to East.

**Primary Hazard:** Fire hazard, delay in emergency response due to limited access. Substantial fire loss as a result of limited available water supply. Site has substantial fire loading due to no maintenance of landscaping.

**Recommendation:** Secure site and provide additional roving security, provide approved access to fire hydrants.

The second group of single story apartment buildings to the West of the Condo buildings appears to have partial occupancy at this time. Access is a single opening from W. McWilliams. Numerous locations have broken windows and have the appearance of been vandalized.

**Primary Hazard:** Fire hazard, delay in emergency response due to limited access.

Address had eleven Emergency medical calls and four fire responses documented in the last two years.

**Recommendation:** Open additional emergency response access, remove all combustible material form unoccupied units, and provide address numbers for emergency response.

## AGREEMENT

The City of Las Vegas (the "*City*"), on the one hand, and Las Vegas Apartment Lenders, L.L.C., a Washington limited liability company ("*LVAL*") and Olympic Coast Investment, Inc., a Washington corporation ("*OCI*," and together with LVAL, the "*Owners*"), on the other, enter into this Agreement as of August 5, 2009 (the "*Effective Date*") and agree to the terms and conditions set forth below. The City and the Owners are sometimes referred to as a "*Party*" and together as the "*Parties*."

## RECITALS

A. On or about November 20, 2006, OCI loaned funds to Moulin Rouge Properties, LLC, a Nevada limited liability company ("*Borrower*") to purchase the real property described in attached **Exhibit A** (the "*OCI Property*"). That loan was secured by a Deed of Trust dated November 20, 2006 and recorded against the OCI Property on or about November 27, 2006, in Book 20061127 as Instrument No. 0001126 in the Office of the County Recorder of Clark County, State of Nevada (the "*Official Records*").

B. On or about January 29, 2007, LVAL loaned funds to Borrower to purchase the real property described in attached **Exhibit B** (the "*LVAL Property*"). That loan was secured by a Deed of Trust dated January 29, 2007 and recorded against the LVAL Property on or about February 2, 2007, in Book 20070202 as Instrument No. 0002668 in the Official Records.

C. Borrower defaulted on both of the loans and OCI and LVAL initiated foreclosure proceedings in accordance with Nevada law and the Deeds of Trust.

D. On May 5, 2009, at a public foreclosure sale, OCI and LVAL credit bid the amount due under their respective loans, were the high-bidders, and took title to their respective Properties by Trustee's Deed Upon Sale.

E. On or about July 2, 2009, LVAL and OCI received a letter from the City (the "*City's Letter*") informing LVAL of, among other matters, (i) several notices and orders relating to violations or alleged violations of the Las Vegas Municipal Code (the "*Code*") previously submitted to Borrower, and of the recent re-recording of the notices and orders against the Properties in the Official Records (references to the specific notices and orders are set forth in the attached **Exhibit C** and are referred to in this Agreement as the "*Notices*"), (ii) of the City's abatement efforts with respect to certain condominium buildings located on the LVAL Property (the "*Treeline Condominiums*,") and (iii) of a pending hearing to be conducted before the City Council on July 15, 2009 (the "*Initial Hearing*").

F. Immediately upon receipt of the City's Letter, representatives of LVAL and OCI contacted the City to discuss the City's Letter, the Notices and the Initial Hearing.

G. On or about July 8, 2009, and pursuant to Code, LVAL and OCI filed a Notice of Appeal with the City Clerk, appealing the Notices.

H. To afford more time for resolving matters related to the Notices, the City and the Owners agreed to an abeyance of hearing of the Notices at the Initial Hearing to August 5, 2009.

I. It is the understanding of the Owners and the City that the Owners do not intend to develop or hold the Properties as a long-term investment, but rather, that the Owners are actively looking for and pursuing opportunities to sell the Properties to a developer or long-term investor (a "*Developer*").

J. With this understanding, the Owners and the City have reached an agreement with respect to the violations or alleged violations of the Code as identified in the Notices and other matters related thereto, as further set forth below.

**AGREEMENT**

The Owners and the City agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are incorporated into this Agreement.

2. Obligations Relating to the Properties.

A. OCI Property.

(i) The Bell Tower. OCI shall obtain the opinion of a structural engineer, mutually acceptable to the City and OCI (the "*Engineer*"), to evaluate the structural soundness of the bell tower and the structure immediately attached to such bell tower (the "*Bell Tower*"), located on that portion of the OCI Property commonly known as 840 West Bonanza Road. OCI and the City specifically agree that the Engineer shall not take into account (a) the effects of an earthquake in determining the steps needed to prevent the collapse of the Bell Tower or (b) any work needed to make the Bell Tower habitable. The Engineer shall be advised of the foregoing items (a) and (b) by the City and OCI prior obtaining the Engineers recommendations. OCI shall take such steps, as recommended by the Engineer, to prevent the Bell Tower from collapsing. The recommendations of the Engineer and the steps necessary to prevent the Bell Tower from collapsing shall be completed no later than September 30, 2009; ***provided, however***, that if the implementation of the recommendations of the Engineer would reasonably take longer than September 30, 2009, OCI shall have such additional time to complete the recommendations so long as it has begun the work necessary to meet such recommendations and diligently prosecutes them to completion.

(ii) The Pool. OCI agrees to completely fill the emptied pool located on the OCI Property with dirt no later than August 31, 2009.

B. LVAL Property.

(i) Lien for Abatement Costs. The City will record a lien against the LVAL Property for $46,613.60 for abatement activities related to the Treeline Condominiums (the "*Abatement Lien*"). The City agrees it shall take no action to foreclose on or otherwise enforce the Abatement Lien, and that the City shall be paid for the Abatement Lien at the time of the sale of the LVAL Property to a Developer, at which time, the City shall assign its related claims against Borrower to the Owners, and shall execute and record a release of the Administrative Costs Lien as against the OCI Property and the LVAL Property.

(ii) Treeline Condominiums Substandard. The City shall duly notice and record documentation related to the condemnation of Buildings 1 through 8 of the Treeline Condominiums known commonly as 901 West McWilliams (the "*Substandard Buildings*") as soon as practicable based on the City's determination that the Substandard Buildings are substandard and must, therefore, be demolished; ***provided, however***, that the City shall not take action to demolish or cause the demolition of the Substandard Buildings if (a) a tenant or resident is in legal or physical possession of a unit within the Substandard Buildings, or (b) no tenants or residents of a Substandard Building are in legal or physical possession of a unit within a Substandard Building, and LVAL has initiated reasonable steps to board the vacated units (such units to be boarded consistent with the requirements of ***Section C.*** below, except for the time frame required therein) and completes such boarding activities within a reasonable time. As used in the foregoing sentence, "*reasonable steps*" shall mean that the City has full authority to authorize LVAL to board the vacated units, even if not owned by LVAL, and the City has provided LVAL with written notice of such authority, including granting LVAL ten business days to commence boarding of the vacated units after the giving of such written notice. Notwithstanding anything in this *subsection (ii)* to the contrary, the City shall not be entitled to demolish or cause the demolition of the Substandard Buildings if the City has not obtained the authorization for LVAL to board the vacated units. To the extent LVAL is authorized by the City to board such vacant units and LVAL proceeds to board the units, the City agrees to indemnify, defend and hold LVAL harmless for and from any damages, liabilities, actions, suits, claims, costs or attorney's fees incurred in connection with or relating to the boarding of such vacant units. The foregoing indemnity obligation shall survive the expiration or earlier termination of this Agreement.

(iii) Substandard Designation. The Parties acknowledge that the City anticipates recording substandard and vacate notices and vacating the units located in the Substandard Buildings. The Owners agree not to contest the designation of the Substandard Buildings as substandard, or the vacation of the units, so long as all of the owners of other units within the Substandard Buildings are required to bear their proportionate share of any costs, penalties, or fees associated with the designation of the Substandard Buildings as substandard and the vacation of the units.

C. Both Properties.

(i) Boarding. The Owners of the Properties agree to board to the City's specifications, which have previously been provided to OCI and LVAL, all windows and doors of those buildings located on the Properties (the "*Buildings*") on all levels no later than August 31, 2009. The City acknowledges that Owners have already contracted with a contractor who is currently boarding windows and doors on the Buildings and that the City's inspectors have been on-site to observe the boarding activities of the contractor. The City agrees that the materials and methods being used in connection with such boarding activities comply in all respects with the Code and the specifications required by the City.

(ii) Lien for Administrative Costs. The City will record a lien against the Properties for $8,800 relating to administrative costs and inspection fees for the Notices (the "*Administrative Costs Lien*"). The City agrees it shall take no action to foreclose on or otherwise enforce the Administrative Costs Lien, and that the City shall be paid the Administrative Costs Lien at the time of the sale of the Properties to a Developer, at which time, the City shall assign

its related claims against Borrower to the Owners, and shall execute and record a release of the Administrative Costs Lien; ***provided, however***, that if the OCI Property or the LVAL Property are sold at different times, one-half of the Administrative Costs Lien shall be paid and assigned at the time of such sale and from the proceeds of such sale and the City shall execute and record a release of the Administrative Costs Lien as to the Properties sold and an amendment to the remaining Administrative Costs Lien acknowledging its reduction to $4,400.

(iii) Trash and Debris Removal. The Owners shall abate the following existing nuisance issues on the Property which constitute a fire hazard: removal of high/dead vegetation, debris/trash removal, and debris located within the Buildings (e.g., mattresses, furniture, and trash, located inside a vacant unit). The City acknowledges that the Owners have already contracted with a contractor who is currently abating such existing nuisances on the Properties and that the City's inspectors have been on-site to observe such abatement activities of the contractor. The City agrees that the methods being used and the clean-up activities being conducted comply in all respects with the Code and the specifications required by the City, and that provided such clean-up activities are carried out consistently throughout the Properties, such existing nuisance issues shall be deemed cured, including any Notices related to such nuisance issues.

(iv) Security. The Owners shall continue to maintain 24-hour/7-day security personnel on the Properties and shall keep the Properties securely fenced and locked against intrusion for the period of its or any of its subsidiaries' ownership.

3. Civil Penalties. The civil penalties accruing in connection with the uncured Notices, in the amount of $1,437,000 as of [ ], shall continue to accrue in accordance with applicable laws and regulations; ***provided, however***, that the civil penalties shall stop accruing and shall be deemed waived by the City upon satisfaction of the obligations set forth in ***Section 2*** above; ***and, provided, further,*** that notwithstanding the foregoing language indentifying the continuing accrual of civil penalties, for those civil penalties relating to a violation set forth in a specific Notice, such civil penalties shall stop accruing on the earlier of (i) the date that the violation cited under such Notice is cured, or (ii) the date that an obligation relating to the Properties, as set forth in ***Section 2*** above, is satisfied. Upon satisfaction of the aforementioned conditions for abatement and waiver of the civil penalties as against the Owners, the OCI Property and the LVAL Property, the City shall assign to the Owners any related civil penalty claims the City may have against Borrower.

4. Interim Review. The Owners (or the then current owners) shall come before the City on September 2, 2009 to evaluate the progress made in connection with obligations set forth in ***Section 2*** (the "*Interim Review*"). The City agrees to provide notice of such hearing to the Owners at the addresses specified herein and, if the ownership has changed, to the then current owners of the Properties.

5. Final Review. The Owners (or the then current owners) shall come before the City on October 7, 2009 to perform a final review of the obligations set forth in ***Section 2*** (the "*Final Review*") and the extent to which the Owners have met or satisfied the obligations set forth in this Agreement.

6. Outstanding Violations. The Owners and City acknowledge and agree that this Agreement is entered into for the purpose of resolving all outstanding violations of the Code with respect to the Properties. The Owners and City agree that upon the Owners' satisfaction of their obligations in connection with this Agreement all Notices and violations of the Code (whether referenced in a Notice or not) with respect to the Properties as of the Effective Date (collectively, the "*Current Violations*") shall be deemed satisfied and resolved to the City's full and complete satisfaction and that the Owners and the Properties shall thereafter be deemed fully and completely released from the Current Violations and the effects thereof, including any costs, penalties (including the civil penalties), fees, or charges related thereto.

7. Notification under this Agreement.

A. Addresses. All notices, demands, requests, directions and other communications (collectively, "***Notices***") required or expressly authorized to be made in this Agreement will be written and addressed (a) if to Owners, to the address set forth for Owners below or such other address as shall be notified in writing to the City after the date hereof; and (b) if to the City, at the address set forth for the City below. Notices may be given by overnight delivery service, freight prepaid; or by U.S. mail, postage paid and sent certified, return receipt requested. Electronic transmission (such as facsimile transmission or email) is not an acceptable manner for the giving of any Notice.

| | |
|---|---|
| Owners' Address: | Olympic Coast Investment, Inc. (or Las Vegas Apartment Lenders, LLC, as applicable)<br>c/o John Hoss<br>801 Second Ave., Ste. 315<br>Seattle, WA 98104-1512 |
| With a copy to: | Snell & Wilmer L.L.P.<br>15 West South Temple, Suite 1200<br>Beneficial Tower<br>Salt Lake City, Utah 84101<br>Attention: David E. Leta, Esq. |
| The City: | City of Las Vegas<br>Office of the City Attorney<br>400 Stewart Avenue, Ninth Floor<br>Las Vegas, Nevada 89101-2986 |

B. Effectiveness. Notices given as described above shall be effective and be deemed to have been received (i) one business day after delivery to an overnight delivery service, if the Notice is given by overnight delivery service; and (ii) five business days following deposit in the U.S. mail, if the Notice is given by U.S. mail and sent certified, return receipt requested.

8. Assignability. The Owners may freely assign their respective obligations in connection with this Agreement to any affiliate or subsidiary of Owners; ***provided, however***, in the event of any assignment to a third-party, the Owners may only assign this Agreement if the third-party is taking title to one of the Properties. Upon the assignment of this Agreement, the Owner assigning its rights and obligations in connection with this Agreement shall provide evidence thereof to the City in writing, which assignment shall require the assumption by the

assignee of all rights and obligations in connection with this Agreement. Upon delivery of the effective assignment and assumption agreement to the City, and the assignee's meeting with the City to confirm outstanding obligations in connection with this Agreement (which meeting shall occur prior to the transfer of the real property), the assigning Owner shall be deemed released from its obligations in connection with this Agreement.

9. Good Faith and Cooperation.

The Parties shall cooperate with each other and provide all documentation and other items as may reasonably be required to carry into effect the provisions of this Agreement.

10. Representations and Warranties of the Parties.

The Parties hereby represent and warrant the individuals executing this Agreement have the full right and authority to enter into this Agreement on behalf of the Parties, and the full right and authority to fully bind the Parties to the terms and obligations of this Agreement.

11. Law.

The validity, construction, and performance of this Agreement shall be construed and enforced in accordance with the laws of the State of Nevada.

12. Attorneys' Fees.

In any action or proceeding arising out of this Agreement or the enforcement or interpretation thereof, the prevailing party shall be entitled to its reasonable attorneys' fees, expert fees, and litigation costs incurred in such action or proceeding.

13. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns; ***provided, however***, that any assignment of this Agreement shall be consistent with ***Section 8*** above.

14. Severability.

If any provision of this Agreement is declared to be illegal, unenforceable or void, the remainder of this Agreement shall be enforced to the extent permitted by law, and the illegal, unenforceable or void provision shall be replaced with a mutually acceptable provision which comes closest to the intention of the Parties underlying the original provision.

15. Counterparts.

This Agreement may be executed in counterparts with the same force and effect as if executed in one complete document. Furthermore, the acceptance by any Party to the terms of this Agreement may be evidenced by a facsimile or electronic transmission of a Party's signature.

***{Signatures follow on the next page.}***

IN WITNESS WHEREOF, the Parties are executing this Agreement as of the Effective Date.

**THE OWNERS:**

LAS VEGAS APARTMENT LENDERS, L.L.C., a Washington limited liability company

By: _____

Printed Name: _____

Its: _____

OLYMPIC COAST INVESTMENT, INC., a Washington corporation

By: _____

Printed Name: _____

Its: _____

**THE CITY:**

City of Las Vegas

By: BRADFORD R. JERBIC

Title: City Attorney

By: _____

HEIDI ALMASE
Deputy City Attorney
Nevada Bar No. 7839
400 Stewart Avenue, Ninth Floor
Las Vegas, NV 89101

## EXHIBIT A

**Legal Description of the OCI Property**

The real property and improvements located in Las Vegas, Clark County, Nevada, described in the attached.

THAT PORTION OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER (SE COR.) OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SAID SECTION 28 AS SHOWN ON RECORD OF SURVEY MAP FILE 3, PAGE 44 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA THENCE NORTH 02°50'40" EAST ALONG THE EAST LINE OF SAID SECTION 28, A DISTANCE OF 50.09 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF BONANZA ROAD; THENCE SOUTH 89°18'00" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 300.00 FEET TO THE SOUTHEAST CORNER (SE COR.) OF THAT CERTAIN PARCEL OF LAND CONVEYED TO WALLACE THEREON PETERSON ET UX, BY DEED RECORDED OCTOBER 11, 1944 AS DOCUMENT NO. 187391 OF SAID COUNTY RECORDS, THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°18'00" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 492.86 FEET; THENCE NORTH 44°18'00" EAST, A DISTANCE OF 40.65 FEET; THENCE NORTH 45°42'00" WEST, A DISTANCE OF 226.02 FEET; THENCE NORTH 01°24'00" EAST, A DISTANCE OF 146.30 FEET; THENCE NORTH 89°18'00" EAST, A DISTANCE OF 384.43 FEET; THENCE NORTH 00°42'00" WEST, A DISTANCE OF 66.65 FEET TO A POINT ON THE SOUTHERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVVEYED TO DOUGLAS SPENCER AND ASSOCIATES, LTD., DESCRIBED AS PARCEL ONE (1) IN THE DEED RECORDED APRIL 30, 1965 AS DOCUMENT NO. 501362 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA; THENCE NORTH 89°18'00" EAST ALONG THE SOUTH LINE OF SAID PARCEL AND ITS EASTERLY PROLONGATION, A DISTANCE OF 295.27 FEET; THENCE SOUTH 01°24'00" WEST, A DISTANCE OF 66.68 FEET; THENCE NORTH 89°18'00" EAST, A DISTANCE OF 72.00 FEET TO A POINT LYING 150.00 FEET WEST OF THE WEST LINE OF "H" STREET AS DESCRIBED IN THE DEED BETWEEN LEROY CORPORATION AND THE CITY OF LAS VEGAS, RECORDED JUNE 21, 1963 AS DOCUMENT NO. 366484 OF OFFICIAL RECORDS; THENC SOUTH 01°24'30" EAST ALONG A LINE PARALLEL WITH AND DISTANT 150.00 FEET FROM THE WESTERLY RIGHT-OF-WAY LINE OF THE AFOREMENTIONED "H" STREET, A DISTANCE OF 194.80 FEET; THENCE SOUTH 89°18'00" WEST ALONG THE LINE PARALLEL WITH AND DISTANCE 140.00 FEET FROM THE NORTH RIGHT-OF-WAY LINE OF BONANZA ROAD, A DISTANCE OF 140.82 FEET TO THE

NORTHEAST CORNER (NE COR.) OF THE AFOREMENTIONED PARCEL OF LAND CONVEYED BY DOCUMENT NO. 187391; THENCE SOUTH 00°42'00" EAST ALONG THE EAST LINE OF SAID PARCEL, A DISTANCE OF 140.00 FEET TO THE TRUE POINT OF BEGINNING.

## EXHIBIT B

**Legal Description of the LVAL Property**

The real property and improvements located in Las Vegas, Clark County, Nevada, described in the
attached.

**PARCEL II**

THAT PORTION OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 61 EAST,M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 28, AS SHOWN ON RECORD OF SURVEY MAP, FILE 3, PAGE 44 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA; THENCE NORTH 02°50'40" EAST, ALONG THE EAST LINE OF SAID SECTION 28, A DISTANCE OF 50.09 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF BONANZA ROAD; THENCE SOUTH 89°18'00" WEST ALONG THE NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 792.86 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89°18'00" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE OF BONANZA ROAD, A DISTANCE OF 284.00 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF ALND CONVEYED TO LEROY CORPORATION BY DEED RECORDED FEBRUARY 26, 1963 AS DOCUMENT NO. 342071 OF SAID OFFICIAL RECORDS; THENCE NORTH 01°24'00" EAST, ALONG THE WEST LINE OF SAID DESCRIBED PARCEL A DISTANCE OF 401.58 FEET TO A POINT ON THE SOUT HLINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO MINGO TULSA CORPORATION BY DEED RECORDED JUNE 3, 1963 AS DOCUMENT NO. 362431 OF SAID OFFICIAL COUNTY RECORDS; THENCE 89°18'00" EAST ALONG SAID SOUTH LINE A DISTANCE OF 423.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE North 01°24'00" EAST A DISTANCE OF 0.11 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO DOUGLAS AND ASSOCIATES, LTD., DESCRIBED AS PARCEL ONE (1) IN THE DEED RECORDED APRIL 30, 1965 AS DOCUMENT NO. 501362 OF SAID OFFICIAL RECORDS; THENCE NORTH 89°18'00" EAST ALONG THE SOUTH LINE OF SAID PARCEL AND ITS EASTERLY PROLONGATION, A DISTANCE OF 105.00 FEET; THENCE SOUTH 00°42'00" EAST A DISTANCE OF 66.65 FEET; THENCE SOUTH 89°18'00" WEST 384.43 FEET; THENCE SOUTH 01°24'00" WEST A DISTANCE OF 146.30 FEET; THENCE SOUTH 45°42'00" EAST A DISTANCE OF 226.02 FEET; THENCE SOUTH 44°18'00" WEST A DISTANCE OF 40.65 FEET TO THE TRUE POINT OF BEGINNING.

**PARCEL III:**

THAT PORTION OF THE SOUTH HALF (S ½) OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SAID NORTHEAST QUARTER (NE ¼) AS SAID CORNER IS SHOWN ON THE MAP RECORDED SEPTEMBER 15, 1954 IN FILE 3 PAGE 44 AS DOCUMENT NO. 20160 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE EAST LINE OF SAID SECTION 28, NORTH 02°50'40" EAST 50.09 FEET TO THE NORTH LINE OF BONANZA ROAD (80.00 FEET WIDE) AS SAID ROAD IS DESCRIBED IN THE DEED TO THE STATE RECORDED JULY 8, 1943 AS DOCUMENT NO. 167920 OF RECORDS OF SAID COUNTY; THENCE ALONG SAID NORTH LINE SOUTH 89°18'00" WEST 653.86 FEET; THENCE NORTH 01°24'00" EAST 401.58 FEET TO THE TRUE POINT OF BEGINNING IN THE WEST LINE OF THE LAND DESCRIBED IN DEED TO F.W. SMITH RECORDED JANUARY 23, 1918 AS DOCUEMTN NO. 11346 IN BOOK 5 OF DEEDS, PAGE 386 RECORDS OF SAID COUNTY, SAID TRUE POINT OF BEGINNING BEARING NORTH 01°24'00" EAST 66.58 FEET FROM THE SOUTHWEST CORNER OF THE LAND DESCRIBED IN THE LAST MENTIONED DEED; THENCE FROM SAID TRUE POINT OF BEGINNING CONTINUING ALONG SAID WEST LINE AND ITS NORTHERLY PROLONGATION, NORTH 01°24'00" EAST 268.42 FEET TO THE NORTH LINE OF SAID SOUTH HALF (S ½); THENCE ALONG THE LAST MENTIONED NORTH LINE SOUTH 89°18'00" WEST 650.00 FEET TO THE WEST LINE OF THE LAND DESCRIBED IN THE DEED TO W.S. MILLER RECORDED OCTOBER 22, 1920 AS DOCUMENT NO. 14547 IN BOOK 7 OF DEEDS, PAGE 178 OF RECORDS OF SAID COUNTY; THENCE ALONG THE LAST MENTIONED WEST LINE SOUTH 01°24'00" WEST 268.42 FEET TO THE NORTHWEST CORNER OF THE LAND DESCRIBED IN THE DEED TO LILLIAN SWARTZ, RECORDED FEBRUARY 18, 1955 AS DOCUMENT NO. 35827 OF SAID OFFICIAL RECORDS; THENCE ALONG THE NORTH LINE OF THE LAND DESCRIBED IN THE LAST MENTIONED DEED AND ITS EASTERLY PROLONGATION NORTH 89°18'00" EAST 650.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THE INTEREST IN AND TO THE NORTH 30.00 FEET THEREOF AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED RECORDED FEBRUARY 5, 1959 AS INSTRUMENT NO. 151518, OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

**PARCEL IV-A:**

UNITS 104 AND 106 IN BUILDING 1, UNITS 201, 202, 205 AND 206 IN BUILDING 2; UNITS 301 THROUGH 306 IN BUILDING 3; UNITS 401 THROUGH 406 IN BUILDING 4; UNITS 501 THROUGH 505 IN BUILDING 5; UNITS 601 THROUGH 606 IN BUILDING 6; UNITS 701, 702, AND 704 THROUGH 706 IN BUILDING 7; UNITS 801 THROUGH 804, 806, 808

THROUGH 810 IN BUILDING 8; UNITS 902 THROUGH 904, 906 AND 907 IN BUILDING 9, AS SHOWN BY MAP ENTITLED DESERT CACTUS (A CONDOMINIUM) RECORDED DECEMBER 15, 1982 AS INSTRUMENT NO. 1619711 IN BOOK 1660 OF OFFICIAL RECORDS, AND AS SHOWN IN BOOK 28 OF PLATS, PAGE 76, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

TOGETHER WITH THAT PORTION OF "H" STREET AS DESCRIBED IN THAT CERTAIN ORDER OF VACATION BY THE CITY OF LAS VEGAS, NEVADA DATED FEBRUARY 20, 1985 AND RECORDED OCTOBER 30, 1985 IN BOOK 2209 AS INSTRUMENT NO. 2168951, OFFICIAL RECORDS. /

EXCEPTING THEREFROM THAT CERTAIN SPANDREL AREA AS DESCRIBED IN THAT CERTAIN DEED TO THE CITY OF LAS VEGAS RECORDED SEPTEMBER 25, 2001 IN BOOK 20010925 AS INSTRUMENT NO. 00360, OFFICIAL RECORDS.

**PARCEL IV-B:**

AN UNDIVIDED 5D/59TH INTEREST IN AND TO THE COMMON AREA.

## EXHIBIT C

### Revised and Re-recorded Notices and Orders

(i) that certain Revised and Re-recorded Notice and Order re Vacant or Abandoned Dangerous Building, Case # 69326, dated September 29, 2008 and recorded on June 22, 2009 in Book No. 20090622, as Instrument No. 0003703 by Las Vegas City in the Clark County, Nevada real estate records with respect to Parcel #139-28-711-057;

(ii) that certain Revised and Re-recorded Notice and Order re Vacant or Abandoned Dangerous Building, Case # 69327, dated September 29, 2008 and recorded on June 22, 2009 in Book No. 20090622, as Instrument No. 0003704 by Las Vegas City in the Clark County, Nevada real estate records with respect to Parcel #139-28-711-055;

(iii) that certain Revised and Re-recorded Notice and Order re Vacant or Abandoned Dangerous Building, Case # 69328, dated September 29, 2008 and recorded on June 22, 2009 in Book No. 20090622, as Instrument No. 0003705 by Las Vegas City in the Clark County, Nevada real estate records with respect to Parcel #139-28-711-056;

(iv) that certain Revised and Re-recorded Notice and Order re Vacant or Abandoned Dangerous Building, Case # 69329, dated September 29, 2008 and recorded on June 22, 2009 in Book No. 20090622, as Instrument No. 0003706 by Las Vegas City in the Clark County, Nevada real estate records with respect to Parcel #139-28-711-058;

(v) that certain Revised and Re-recorded Notice and Order re Vacant or Abandoned Dangerous Building, Case # 69322, dated September 29, 2008 and recorded on June 22, 2009 in Book No. 20090622, as Instrument No. 0003707 by Las Vegas City in the Clark County, Nevada real estate records with respect to Parcel #139-28-711-059;

(vi) that certain Revised and Re-recorded Notice and Order to Abate Dangerous Building/Demolition, Case # 69644, dated December 4, 2008 and recorded on June 22, 2009 in Book No. 20090622, as Instrument No. 0003711 by Las Vegas City in the Clark County, Nevada real estate records with respect to Parcel #139-28-703-013;

(vii) that certain Revised and Re-recorded Notice and Order to Abate Dangerous Building/Demolition, Case # 69582, dated December 4, 2008 and recorded on June 22, 2009 in Book No. 20090622, as Instrument No. 0003712 by Las Vegas City in the Clark County, Nevada real estate records with respect to Parcel #139-28-703-005; and

(viii) that certain Revised and Re-recorded Notice and Order to Abate Dangerous Building/Demolition, Case # 69644, dated December 4, 2008 and recorded on June 22, 2009 in Book No. 20090622, as Instrument No. 0003713 by Las Vegas City in the Clark County, Nevada real estate records with respect to Parcel #139-28-703-014

City of Las Vegas Agenda Item No.: **82.**

## *AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT*

**CITY COUNCIL MEETING OF: JUNE 16, 2010**

**DEPARTMENT: PLANNING & DEVELOPMENT**
**DIRECTOR: M. MARGO WHEELER** ☒ **Consent** ☐ **Discussion**

**SUBJECT:**

EOT-38130 - EXTENSION OF TIME - VARIANCE - APPLICANT: AHERN RENTALS - OWNER: DFA, LLC - Request for an Extension of Time of a previously approved Variance (VAR-26447) FOR A 672 SQUARE-FOOT OFF-PREMISE DIGITAL SIGN FLUSH WITH THE WALL OF THE PARKING STRUCTURE TO BE ERECTED 58 FEET ABOVE THE ELEVATION OF THE FREEWAY WHERE 30 FEET ABOVE THE ELEVATION OF THE FREEWAY IS THE MAXIMUM ALLOWED on 2.61 acres at the southwest corner of Bonanza Road and Martin L. King Boulevard (APN 139-28-401-033), C-2 (General Commercial) Zone, Ward 5 (Barlow). Staff recommends APPROVAL.

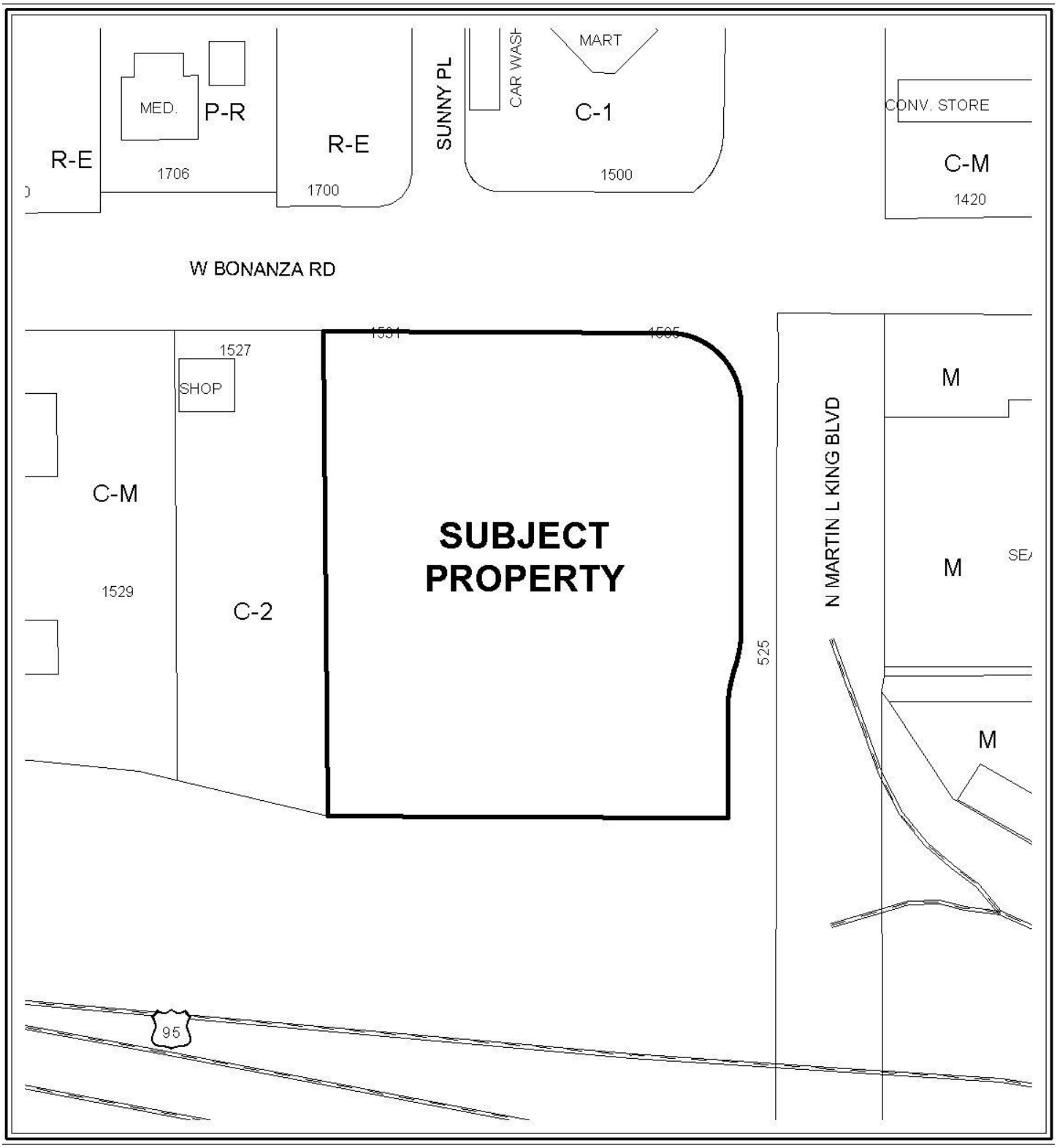
| **PROTESTS RECEIVED BEFORE:** | | **APPROVALS RECEIVED BEFORE:** | |
|---|---|---|---|
| **Planning Commission Mtg.** | **0** | **Planning Commission Mtg.** | **0** |
| **City Council Meeting** | **0** | **City Council Meeting** | **0** |

**RECOMMENDATION:**

Staff recommends APPROVAL, subject to conditions:

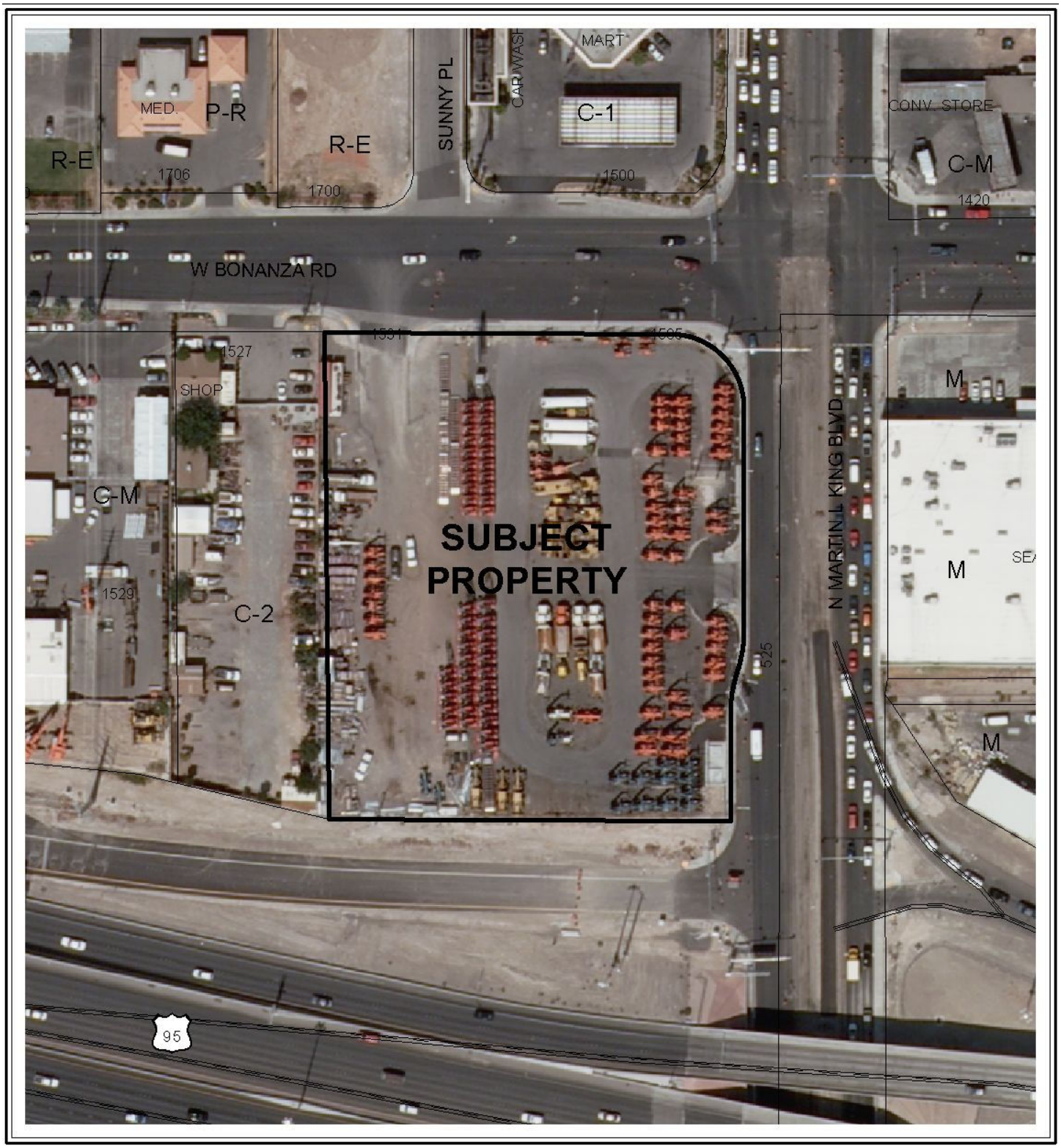
**BACKUP DOCUMENTATION:**

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. City Council Approval Letter for VAR-26447
6. Justification Letter




**CASE:** **EOT-38130**

**ZONING OF SUBJECT PROPERTY:** C-2 (GENERAL COMMERCIAL)




**CASE:** **EOT-38130**

**ZONING OF SUBJECT PROPERTY:** C-2 (GENERAL COMMERCIAL)

City of Las Vegas

## AGENDA MEMO

**CITY COUNCIL MEETING DATE: JUNE 16, 2010**
**DEPARTMENT: PLANNING AND DEVELOPMENT**
**ITEM DESCRIPTION: APPLICANT: AHERN RENTALS - OWNER: DFA, LLC**

## ** STAFF RECOMMENDATION(S) **

| *CASE NUMBER* | *RECOMMENDATION* | *REQUIRED FOR APPROVAL* |
|---|---|---|
| **EOT-38130** | Staff recommends APPROVAL, subject to conditions: | None |

## ** CONDITIONS **

# EOT-38130 CONDITIONS

***Planning and Development***

1. This Variance (VAR-26447) shall expire on May 7, 2012 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of the Variance (VAR-26447) 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 being used as an equipment storage facility with previous approvals for a proposed commercial development and a Variance (VAR-26447) to allow a 672 square-foot Off-Premise Digital (Billboard) Sign to be erected 58 feet above the elevation of the freeway where 30 feet is the maximum allowed at 525 North Martin L. King Boulevard. No plans have been submitted for review nor have any building permits been issued for the proposed project. There have been new entitlements in the surrounding areas that include a commercial development with a retail store with outside storage to the northwest; and light manufacturing/assembly/fabrication and auto repair garage, major to the west. The applicant is requesting an extension of time as they have not progressed to a point to begin construction. Staff has no objection to this request. If denied, the Variance would be allowed to expire.

## BACKGROUND INFORMATION

| ***Related Relevant City Actions by P&D, Fire, Bldg., etc*** | |
|---|---|
| 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. |
| 01/11/07 | The Planning Commission approved a request for a Variance (VAR-18250) to allow a proposed building to be five feet from the corner side property line where 15 feet is the minimum setback required on 2.61 acres at the southwest corner of Bonanza Road and Martin L. King Boulevard. |
| 01/17/07 | The City Council approved a request for Rezoning (ZON-13896) from R-E (Residence Estates) to C-2 (General Commercial) on 2.61 acres at the southwest corner of Bonanza Road and Martin L. King Boulevard. The Planning Commission recommended approval on 10/05/06. |
| | The City Council approved a related request for a Special Use Permit (SUP-13903) for a proposed 274-foot tall building in the North Las Vegas Airport Overlay District. |
| | The City Council approved a related request for a Variance (VAR-13900) to allow a front yard setback of 10 feet where 20 feet is required, a corner side yard setback of 10 feet where 15 feet is required, and a rear yard setback of 11 inches where 20 feet is required. |

| *Related Relevant City Actions by P&D, Fire, Bldg., etc* | |
|---|---|
| | The City Council approved a related request for a Site Development Plan Review (SDR-13904) for a commercial development consisting of a 3,000 square-foot, 1,500 square-foot, and a 4,500 square-foot retail pad; a 20-story building consisting of 3,700 square feet of restaurant space, 10,000 square feet of retail space, 150,000 square feet of office space, and a 4,500 square-foot child care facility; and a waiver of the perimeter landscaping requirement. |
| 02/28/08 | The Planning Commission approved a request for a Review of Condition (ROC-26778) to modify Condition Number 15 of a previously approved Site Development Plan Review (SDR-13904), which stated on-site Off-Premise Advertising (Billboard) Signs shall be removed prior to the issuance of building permits at the southwest corner of Bonanza Road and Martin L. King Boulevard. |
| 05/07/08 | The City Council approved a request for a Variance (VAR-26447) to allow a 1,200 square-foot Off-Premise Digital (Billboard) sign flush with the wall of the parking structure where 672 square feet is permitted and to allow the Off-Premise Digital Sign to be erected 58 feet above the elevation of the freeway where 30 feet above the elevation of the freeway is the maximum allowed at the southwest corner of Bonanza Road and Martin L. King Boulevard. The Planning Commission recommended approval on 02/28/00. ***NOTE: The City Council restricted the size of the billboard to 672 square feet.*** |
| | The City Council approved a related request for a Site Development Plan Review (SDR-26639) for a proposed 20-foot by 60-foot Off-Premise Digital (Billboard) Sign flush with the wall of the parking structure. ***NOTE: The City Council approved the sign to be a maximum of 672 square feet.*** |
| 03/04/09 | The City Council approved a request for an Extension of Time (EOT-33091) of a previously approved Rezoning (ZON-13896) from R-E (Residence Estates) to C-2 (General Commercial) at the southwest corner of Bonanza Road and Martin L. King Boulevard. |
| | The City Council approved a related request for an Extension of Time (EOT-33092) of a previously approved Special Use Permit (SUP-13903) for a proposed 274 foot tall building in the North Las Vegas Airport Overlay District. |
| | The City Council approved a related request for an Extension of Time (EOT-33095) of a previously approved Variance (VAR-13900) to allow a front yard setback of 10 feet where 20 feet is required, a corner side yard setback of 10 feet where 15 feet is required, and a rear yard setback of 11 inches where 20 feet is required. |
| | The City Council approved a related request for an Extension of Time (EOT-33093) of a previously approved Variance (VAR-18250) to allow a proposed building to be five feet from the corner side property line where 15 feet is the minimum setback required. |

| *Related Relevant City Actions by P&D, Fire, Bldg., etc* | |
|---|---|
| | The City Council approved a related request for an Extension of Time (EOT-33096) of a previously approved Site Development Plan Review (SDR-13904) for a commercial development consisting of a 3,000 square-foot, a 1,500 square-foot, and a 4,500 square-foot retail pad; a 20-story building consisting of 3,700 square feet of restaurant space, 10,000 square feet of retail space, 150,000 square feet of office space, and a 4,500 square-foot child care facility; and a waiver of the perimeter landscaping requirements. |

| *Related Building Permits/Business Licenses* | |
|---|---|
| 12/07/07 | A building permit (103551) was issued to remove an existing billboard at 525 North Martin L. King Boulevard. The permit was finalized on 10/17/08. |
| 08/04/09 | A building permit (142283) was issued to rebuilding a billboard at 525 North Martin L. King Boulevard. The permit was finalized on 02/09/10. |
| 11/20/09 | A building permit (151448) was issued to install electricity to a billboard at 525 North Martin L. King Boulevard. The permit was finalized on 12/14/09. |

| *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* | |
|---|---|
| 05/18/10 | Staff conducted a field check of the subject site with the following observations:<br>• The site is being used as a heavy equipment storage facility with pieces of equipment on the lot.<br>  • There are two separate Off-Premise Signs on the property. The sign faces on the billboard located on Bonanza Road were in good condition, but the frame could use a painting. The sign facing southbound located on Martin L. King Boulevard was shredded and needs to be replaced.<br>• The overall site was clean and free of trash/debris. |

| *Details of Application Request* | |
|---|---|
| ***Site Area*** | |
| Gross Acres | 2.61 |

| *Surrounding Property* | *Existing Land Use Per Title 19.04* | *Planned or Special Land Use Designation* | *Existing Zoning District* |
|---|---|---|---|
| Subject Property | Equipment Storage-proposed commercial center | C (Commercial) | C-2 (General Commercial) |
| North | Retail Establishment and Car Wash | C (Commercial) | C-1 (Limited Commercial) |
| South | Right-of-Way (ROW)- 95 Freeway | ROW (Right-of-Way) | ROW (Right-of-Way) |
| East | Warehouse and Retail Establishment | LI/R (Light Industry/Research) | M (Industrial) |
| West | Warehouse, Parking, and Storage | LI/R (Light Industry/Research) | C-M (Commercial/Industrial) |

| *Master Plan Areas* | *Yes* | *No* | *Compliance* |
|---|---|---|---|
| **Master Plan Area** | | | |
| West Las Vegas Plan | X | | Y |
| ***Special Purpose and Overlay Districts*** | ***Yes*** | ***No*** | ***Compliance*** |
| **Special Purpose and Overlay Districts** | | | |
| A-O (Airport Overlay) District (140 feet) | X | | Y |
| **Trails** | | X | 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 first request for an Extension of Time of a previously approved Variance (VAR-26447) to allow a 672 square-foot Off-Premise Digital Billboard Sign to be erected 58 feet above the elevation of the freeway where 30 feet is the maximum allowed at 525 North Martin L. King Boulevard. No plans have been submitted for review nor have any building permits been issued for the proposed project. There have been new entitlements in the surrounding areas that include a commercial development with a retail store with outside storage to the northwest; and light manufacturing/assembly/fabrication and auto repair garage, major to the west. Staff conducted a field check of the subject site on 5/18/10 and found heavy equipment being storage, along with two billboard signs located on the property. The site was clean and free of trash and debris.

Title 19.18.070 deems a Variance exercised when a business license is issued to conduct the activity, if required, or upon the issuance of a certificate of occupancy or approval of a final inspection.

**FINDINGS**

The Variance (VAR-26447) has not met the requirements outlined in Title 19.18.070 to exercise the entitlement as a permit has not yet been issued for the proposed use. The applicant is requesting an extension of time as they have not progressed to a stage in the project to begin construction. Staff is recommending approval of this request with a two-year time limit. Conformance to the conditions of approval of the Variance (VAR-26447) shall be required.

**NOTICES MAILED** N/A

**APPROVALS** 0

**PROTESTS** 0

PLANNING & DEVELOPMENT

DEVELOPMENT SERVICES CENTER

# PLANNING & DEVELOPMENT DEPARTMENT

## STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-38130** APN: 139-28-401-033

Name of Property Owner: DFA, LLC

Name of Applicant: AHERN RENTALS

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/Authorized Agent: X Don F Ahern

Print Name: Don F. Ahern

Subscribed and sworn before me

This 12th day of April, 2010

Joni B Starcher

Notary Public in and for said County and State

Notary Public - State of Nevada
County of Clark
JONI B. STARCHER
My Appointment Expires
July 30, 2013
No: 93-0701-1

# PLANNING & DEVELOPMENT DEPARTMENT

## APPLICATION / PETITION FORM

**Application/Petition For:** EXTENSION OF TIME FOR VAR 26447

**Project Address (Location)** 525 N. MARTIN LUTHER KING BLVD

**Project Name** AHERN CORPORATE CENTER **Proposed Use** OFFICE

**Assessor's Parcel #(s)** 139-28-401-033 **Ward #** 5 - BARLOW

**General Plan:** existing - proposed - **Zoning:** existing C2 proposed -

**Commercial Square Footage** BILLBOARD ONLY **Floor Area Ratio** -

**Gross Acres** 2.61 **Lots/Units** - **Density** -

**Additional Information**

**PROPERTY OWNER** DFA, LLC **Contact** BRUCE BILYEU

**Address** 1611 W. BONANZA **Phone:** 7028582025 **Fax:** 7026361345

**City** LAS VEGAS **State** NV **Zip** 89106

**APPLICANT** AHERN RENTALS **Contact** BRUCE BILYEU

**Address** 1611 W. BONANZA **Phone:** 7028582025 **Fax:** 7026361345

**City** LAS VEGAS **State** NV **Zip** 89106

**REPRESENTATIVE** APTUS Architecture **Contact** KRISTEN NEUMAN

**Address** 1200 S. 4th St. Ste 206 **Phone:** 7028391200 **Fax:** 7028391213

**City** LAS VEGAS **State** NV **Zip** ~~89102~~ 89104

**Property Owner Signature*** X

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

**Print Name** Don F. Ahern

Subscribed and sworn before me

This 12th day of April, 20 10.

Joni B Starcher

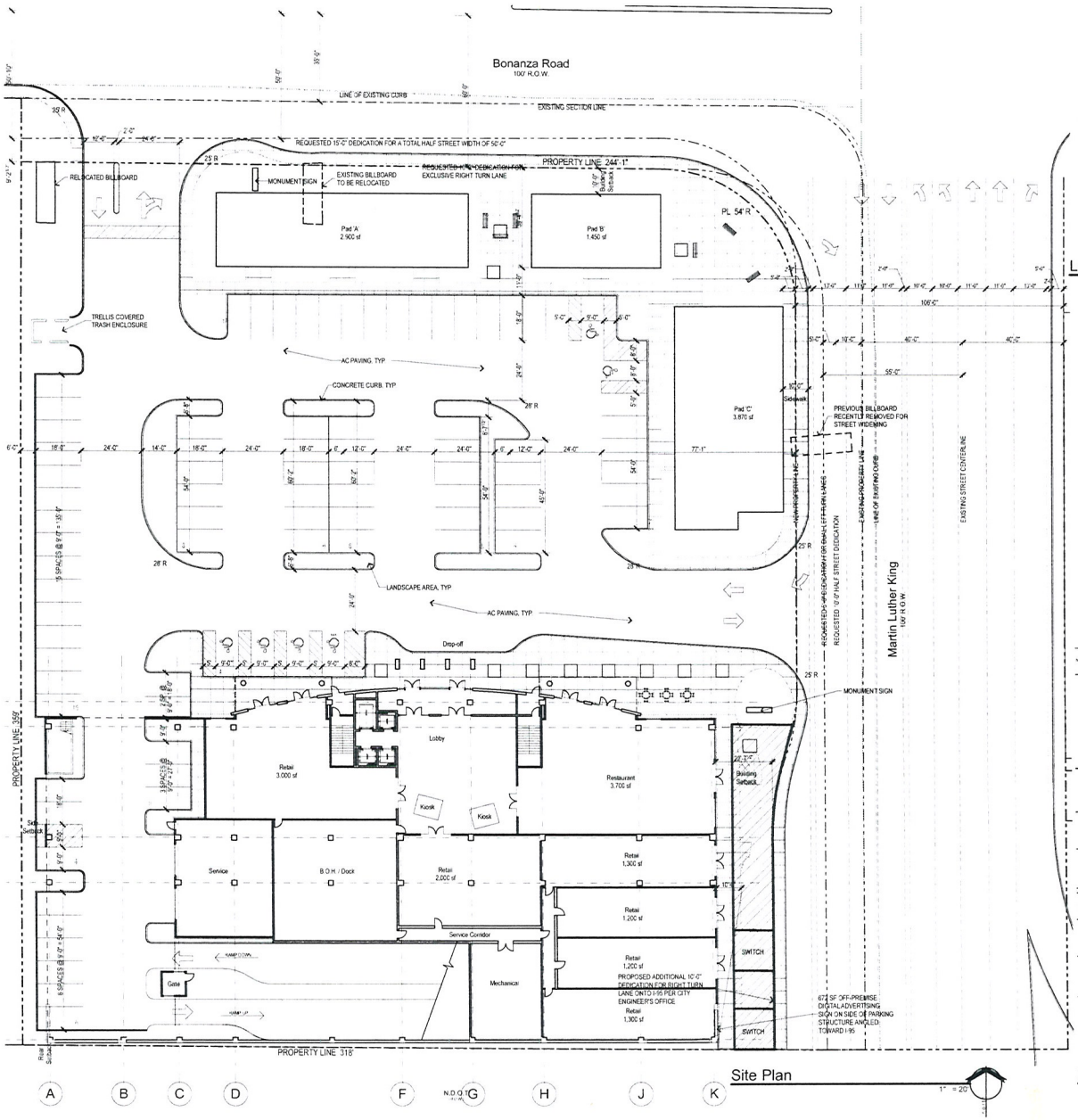
Notary Public in and for said County and State

Notary Public - State of Nevada
County of Clark
JONI B. STARCHER
My Appointment Expires
July 30, 2013
No: 93-0701-1

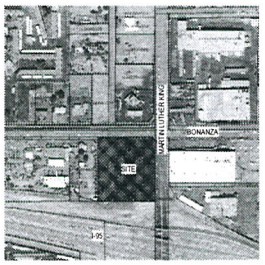
*FOR DEPARTMENT USE ONLY*

| | |
|---|---|
| Case # | EOT-38130 |
| Meeting Date: | 6-16-10 |
| Total Fee: | 300 |
| Date Received:* | 4-28-10 |
| Received By: | F.S |

* The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.




Site Plan 1" = 20'




Location Map

Vicinity Map 1" = 40'

## Site Zoning & Data

**SITE DATA:**

| | |
|---|---|
| PARCEL NUMBER | 139-28-401-033 |
| JURISDICTION | CITY OF LAS VEGAS - 89106 |
| EXISTING GENERAL PLAN | GC |
| EXISTING ZONING | R-E |
| PROPOSED ZONING | C-2 |
| SITE AREA | 113,549 NSF<br>2.61 NET ACRES |

SETBACKS - (BUILDING) (VARIANCE REQUESTED)

| | REQ'D | PROVIDED |
|---|---|---|
| FRONT | 20'-0" | 10'-0" |
| INTERIOR SIDE | 10'-0" | 10'-0" |
| SIDE STREET | 15'-0" | 5'-0", 22'-7" |
| REAR | 20'-0" | 0'-11" |

SETBACKS - (PARKING) (VARIANCE REQUESTED)

| | REQ'D | PROVIDED |
|---|---|---|
| FRONT | 15'-0" | 50'-4" |
| INTERIOR SIDE | 0'-0" | N/A |
| SIDE STREET | 15'-0" | 59'-1" |
| REAR | 0'-0" | N/A |

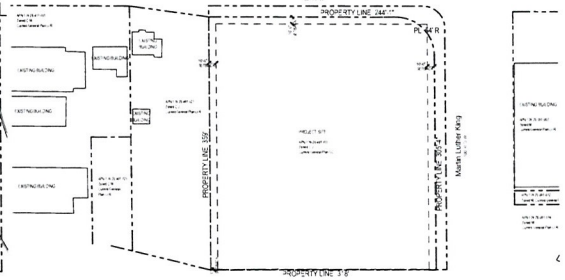
| | |
|---|---|
| MAX HEIGHT & STORIES | NONE |
| ACTUAL HEIGHT & STORIES | 246'-0" & 18 STORIES |
| LOT COVERAGE ALLOWED | 50% |
| ACTUAL LOT COVERAGE | 39.2 % |

**BUILDING AREA:**

| | |
|---|---|
| PAD 'A' | 3,000 sf |
| PAD 'B' | 1,500 sf |
| PAD 'C' | 4,500 sf |
| OFFICE | 150,000 sf |
| RETAIL | 10,000 sf |
| CHILD CARE | 4,500 sf |
| RESTAURANT | 3,700 sf |

**PARKING CALCULATIONS:**

| | |
|---|---|
| TOTAL PARKING REQUIRED | |
| CHILD CARE | 1/ STAFF + 1/10 CHILDREN = 15 |
| OFFICE | 150,000 @ 1:300 = 508 |
| RETAIL | 19,000 @ 1:175 = 109 |
| RESTAURANT (EATING AREA) | 1,000@ 1:50 = 20 |
| RESTAURANT (REMAINING) | 2,700 @ 1:200 = 14 |
| PARKING REQUIRED | 666 |
| HANDICAPPED PARKING REQUIRED | 14 (2 VAN SPACES) |
| STANDARD PARKING PROVIDED | 568 |
| HANDICAPPED PARKING PROVIDED | 15 |
| COMPACT SPACES PROVIDED | 83 (11%) |
| TOTAL PARKING PROVIDED | 666 |




Zoning Map

# Ahern Corporate Center

Special Use Permit

525 North Martin L. King Boulevard

Las Vegas, Nevada 89106


APTUS Architecture

1200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.839.1200
F 702.839.1213
info@aptusarchitecture.com


APTUS PROJECT NO. 06.011

ARCHITECT

ENGINEER

NOTES

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| NO | DESCRIPTION | DATE |
|---|---|---|
| 2 | City of Las Vegas | 02.04.08 |
| | SUP, VAR Submittal (Rev.) | |
| 1 | City of Las Vegas | 1.15.08 |
| | SUP, VAR Submittal | |

ISSUED

TITLE

SITE PLAN AND ZONING INFO

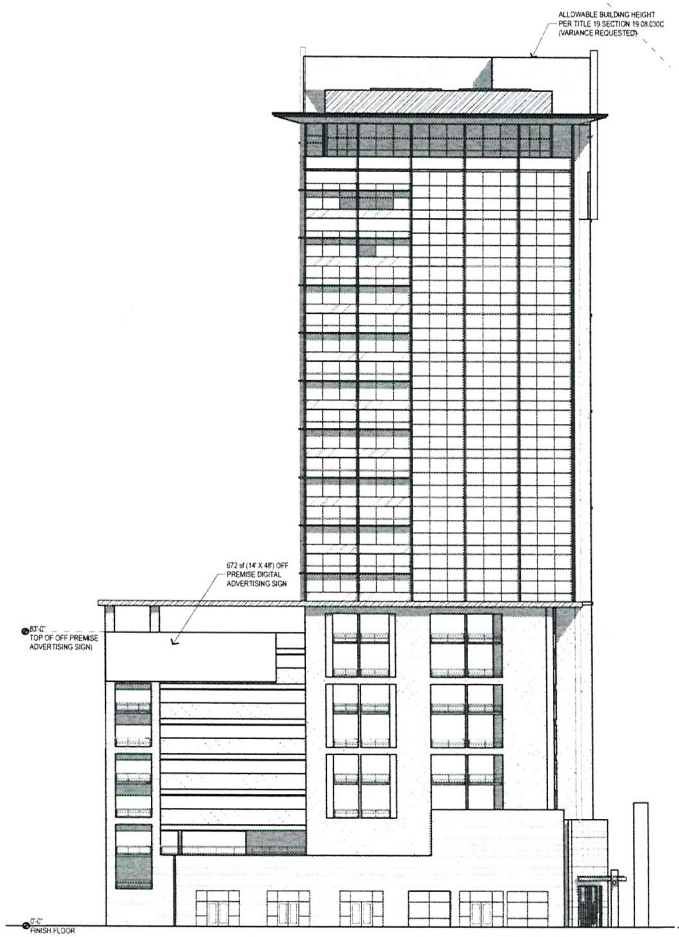
DRAWING NO.

AS100

Ahern Corporate Center

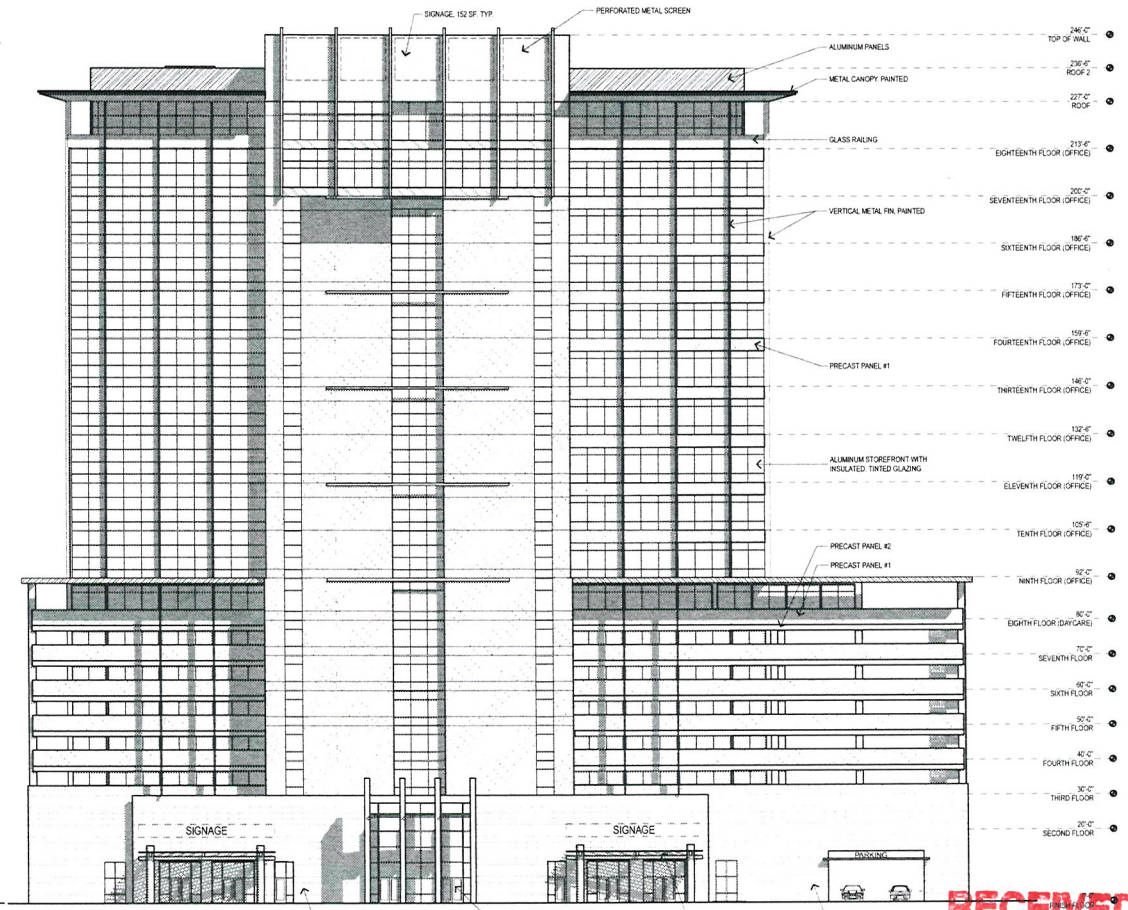
RECEIVED
APR 28 2010
City of Las Vegas

EOT-38130




D1 EAST ELEVATION

1/16" = 1'-0"




D2 NORTH ELEVATION

1/16" = 1'-0"

# Ahern Corporate Center

Special Use Permit

525 North Martin L. King Boulevard

Las Vegas, Nevada 89106

APTUS Architecture

1200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.839.1200
F 702.839.1213
info@aptusarchitecture.com

APTUS PROJECT NO. 06.011

ARCHITECT

ENGINEER

NOTES

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| NO. | DESCRIPTION | DATE |
|---|---|---|
| 2 | City of Las Vegas<br>SUP, VAR Submittal (Rev.) | 02.04.08 |
| 1 | City of Las Vegas<br>SUP, VAR Submittal | 1.15.08 |

ISSUED

TITLE

BUILDING ELEVATIONS

DRAWING NO.

A200

Ahern Corporate Center

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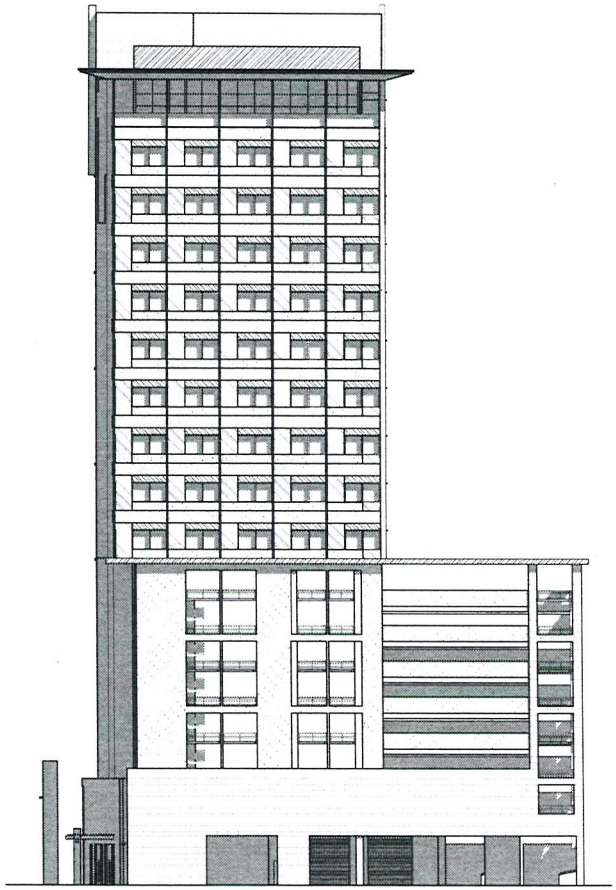
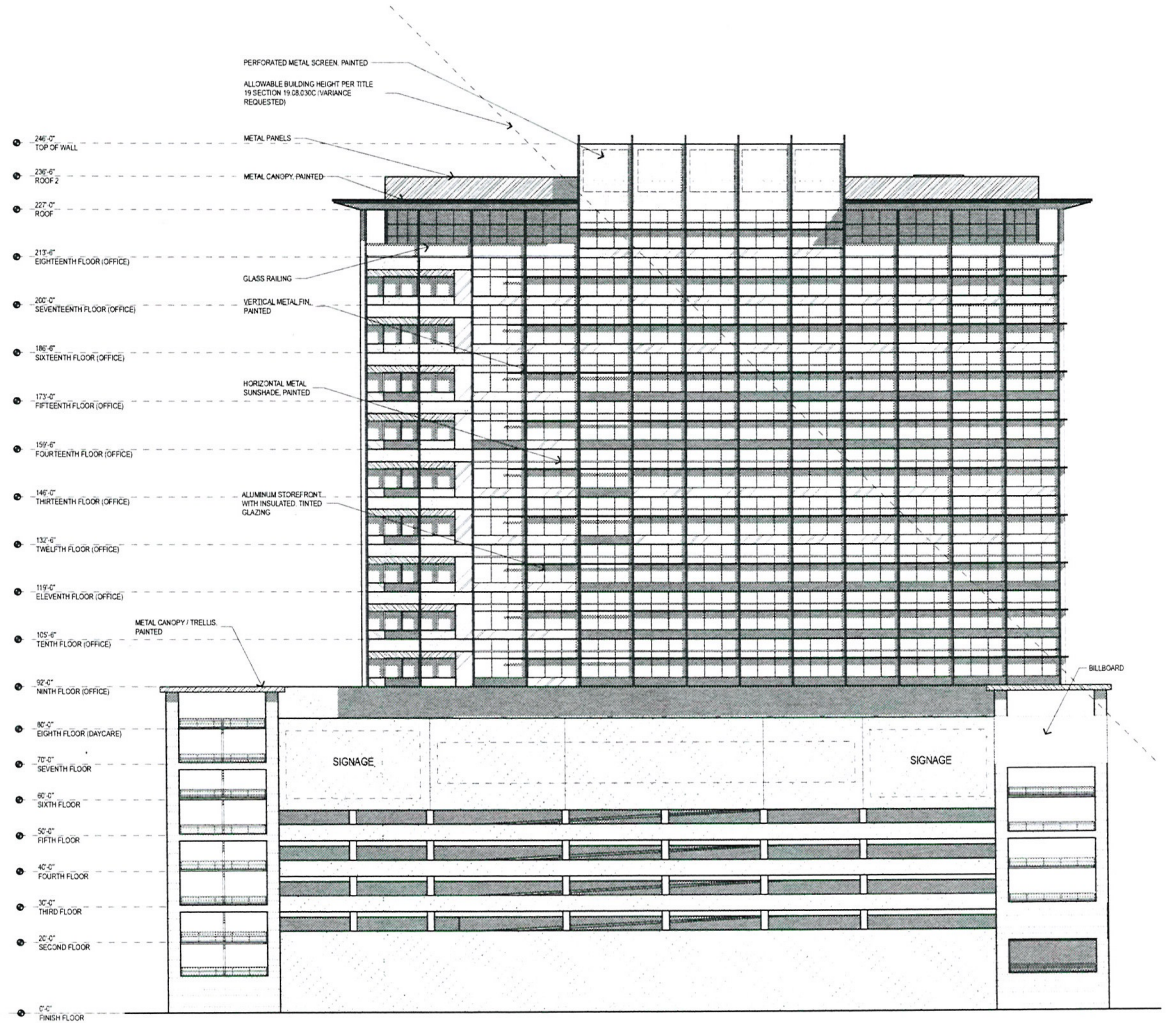
APR 28 2010
EOT-38130 City of Las Vegas



D1 WEST ELEVATION
1/16" = 1'-0"




D2 SOUTH ELEVATION
1/16" = 1'-0"

RECEIVED
APR 28 2010
City of Las Vegas
EOT-38130

# Ahern Corporate Center
Special Use Permit
525 North Martin L. King Boulevard
Las Vegas, Nevada 89106

APTUS Architecture
1200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.839.1200
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info@aptusarchitecture.com

APTUS PROJECT NO: 06.011

ARCHITECT

ENGINEER

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| NO | DESCRIPTION | DATE |
|---|---|---|
| 1 | City of Las Vegas SUP, VAR Submittal | 11.5.08 |

ISSUED

TITLE
BUILDING ELEVATIONS

DRAWING NO.
A201

EOT-38130 - APPLICANT: AHERN RENTALS - OWNER: DFA, LLC
SOUTHWEST CORNER OF BONANZA ROAD AND MARTIN L KING BOULEVARD

05/18/10

EOT-38130 - APPLICANT: AHERN RENTALS - OWNER: DFA, LLC
SOUTHWEST CORNER OF BONANZA ROAD AND MARTIN L KING BOULEVARD

05/18/10

EOT-38130 - APPLICANT: AHERN RENTALS - OWNER: DFA, LLC
SOUTHWEST CORNER OF BONANZA ROAD AND MARTIN L KING BOULEVARD

05/18/10

EOT-38130 - APPLICANT: AHERN RENTALS - OWNER: DFA, LLC
SOUTHWEST CORNER OF BONANZA ROAD AND MARTIN L KING BOULEVARD

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05/18/10

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SOUTHWEST CORNER OF BONANZA ROAD AND MARTIN L KING BOULEVARD

05/18/10

EOT-38130 - APPLICANT: AHERN RENTALS - OWNER: DFA, LLC
SOUTHWEST CORNER OF BONANZA ROAD AND MARTIN L KING BOULEVARD

05/18/10

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
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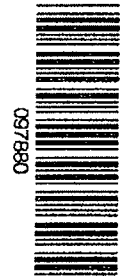
CITY MANAGER



CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

June 5, 2008

Mr. Bruce Bilyeu
DFA, LLC
1611 West Bonanza Road
Las Vegas, Nevada 89106

RE: VAR-26447 - VARIANCE
CITY COUNCIL MEETING OF MAY 7, 2008
RELATED TO SDR-26639

Dear Mr. Bilyeu:

The City Council at a regular meeting held May 7, 2008 considered the Appeal filed from the approval by the Planning Commission of a request for a Variance TO ALLOW A 1,200 SQUARE FOOT OFF-PREMISE DIGITAL (BILLBOARD) SIGN FLUSH WITH THE WALL OF THE PARKING STRUCTURE WHERE 672 SQUARE FEET IS PERMITTED AND TO ALLOW THE OFF-PREMISE DIGITAL (BILLBOARD) SIGN TO BE ERECTED 58 FEET ABOVE THE ELEVATION OF THE FREEWAY WHERE 30 FEET ABOVE THE ELEVATION OF THE FREEWAY IS THE MAXIMUM ALLOWED on 2.61 acres at the southwest corner of Bonanza Road and Martin L King Boulevard (APN 139-28-401-033), R-E (Residence Estates) Zone under Resolution of Intent to C-2 (General Commercial) Zone.

The City Council APPROVED the Appeal, thereby approving the Variance. The Notice of Final Action was filed with the Las Vegas City Clerk on May 8, 2008. This approval is subject to:

Added Conditions:

A. No Variance to exceed a maximum billboard size is required nor granted.

B. The applicant shall provide sectional drawings signed by a surveyor licensed by the State of Nevada depicting the finished grade of the US 95 Freeway adjacent to and south of the subject site. The sectional drawing shall show the height of proposed sign not to exceed 58 feet above the finished grade of US 95.

C. The billboard shall be flush mounted in location.

Planning & Development

1. This approval is limited to a maximum of 672 square feet.

**EOT-38130**

2. Approval and Conformance to the Conditions of Approval for Rezoning (ZON-13896), Variance (VAR-13900), Variance (VAR-18250), Special Use Permit (SUP-13903) and Site Development Plan Review (SDR-13904) and Site Development Plan Review (SDR-26639) shall be required.

3. This approval shall be void two years from the date of final approval, unless a certificate of occupancy has been issued or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

Sincerely,

Léan 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. Kristen Neuman
APTUS Architecture
1200 South Fourth Street, Suite #206
Las Vegas, Nevada 89104

EOT-38130

APTUS Architecture

April 27, 2010

City of Las Vegas
Planning and Development Department
731 S. Fourth Street
Las Vegas, NV 89101

**APN: 139-28-401-033**
Re:
**Extension of Time** for Site Development Review and Variance

To Whom It May Concern:

We respectfully submit this request for an Extension of Time for a Site Development Review and a Variance for an off-premise advertising sign located on the new parking structure of the proposed eighteen-story Ahern Corporate Center located on the southwest corner of Bonanza and Martin Luther King Dr. This parcel was recently zoned C-2, application ZON-13896. We are requesting an extension of timer for a period of two years.

The off-premise advertising sign will be 1200 sf (20' x 60') and will be located on the east side of the parking structure. The top of the sign will be 83'-0" above the finish grade. We are requesting a variance of Title 19 section 19.40.100 C to allow a 1200 sf sign where 672sf is the maximum size and to allow the top of the sign to be +/- 58'-0" above the elevated roadway where 30' above the elevated roadway is the maximum. This sign will be digital and will be mounted on side of the parking structure at angle facing southeast.

In our opinion, this request will not negatively impact the design of the proposed project. We have made every attempt to follow City of Las Vegas Title 19 as closely as possible in the design and layout of this site. Please join us in our attempt to bring a much-needed high caliber project into this area.

Respectfully Submitted,

Kristen G. Neuman

Kristen G. Neuman, AIA
APTUS Architecture

**EOT-38130**

1200 South 4th Street, Suite 206, Las Vegas, Nevada 89104 P 702.839.1200 F 702.839.1213 info@aptusarchitecture.com

City of Las Vegas Agenda Item No.: **83.**

## *AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT*

**CITY COUNCIL MEETING OF: JUNE 16, 2010**

**DEPARTMENT: PLANNING & DEVELOPMENT**
**DIRECTOR: M. MARGO WHEELER** ☒ **Consent** ☐ **Discussion**

**SUBJECT:**

EOT-38131 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT: AHERN RENTALS - OWNER: DFA, LLC - Request for an Extension of Time of a previously approved Site Development Plan Review (SDR-26639) FOR A 14-FOOT BY 48-FOOT (672 SQUARE FOOT) OFF-PREMISE DIGITAL SIGN FLUSH WITH THE WALL OF A PARKING STRUCTURE on 2.61 acres at the southwest corner of Bonanza Road and Martin L. King Boulevard (APN 139-28-401-033), C-2 (General Commercial) Zone, Ward 5 (Barlow). Staff recommends APPROVAL.

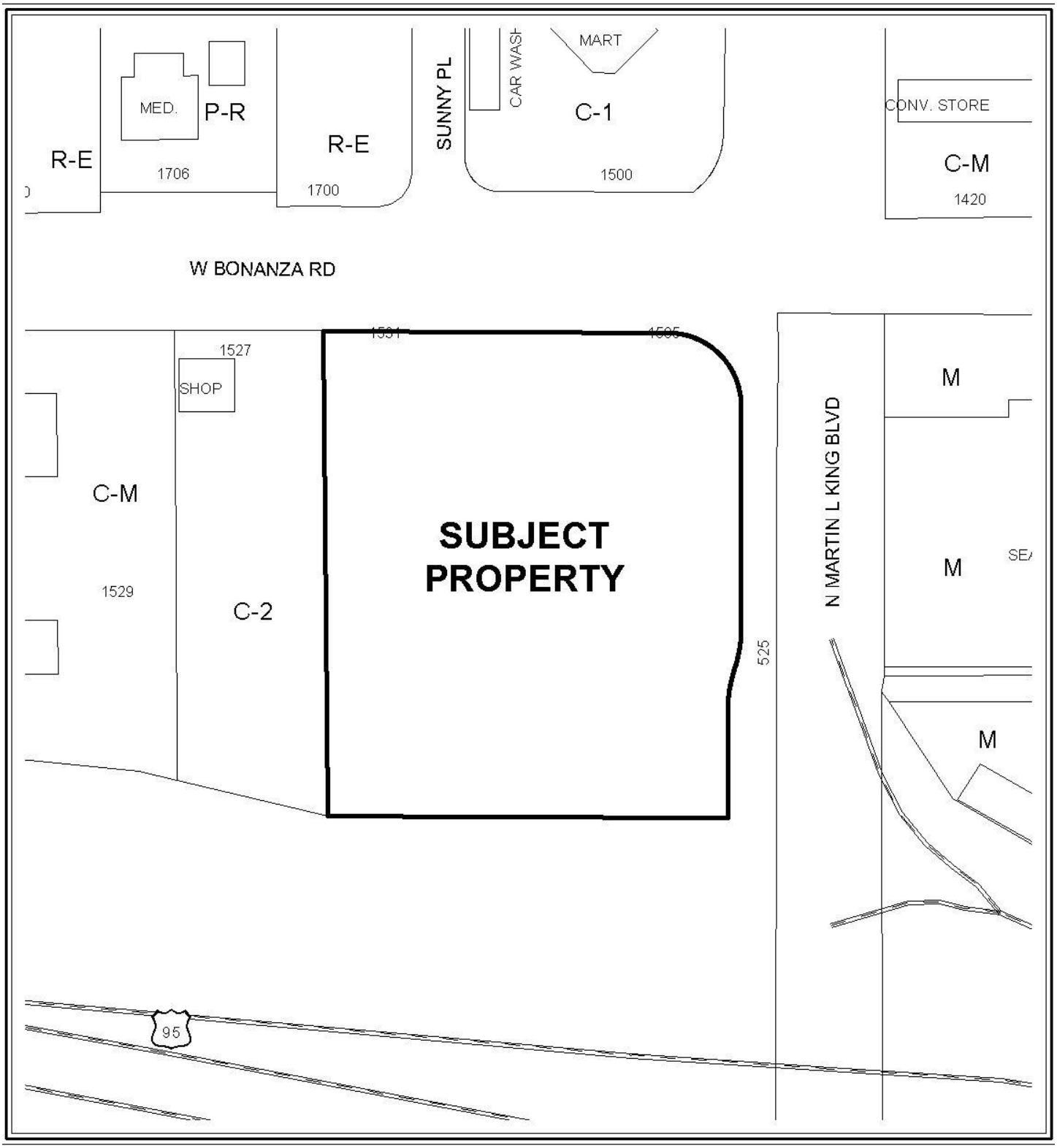
| **PROTESTS RECEIVED BEFORE:** | | **APPROVALS RECEIVED BEFORE:** | |
|---|---|---|---|
| **Planning Commission Mtg.** | **0** | **Planning Commission Mtg.** | **0** |
| **City Council Meeting** | **0** | **City Council Meeting** | **0** |

**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-26639
6. Justification Letter

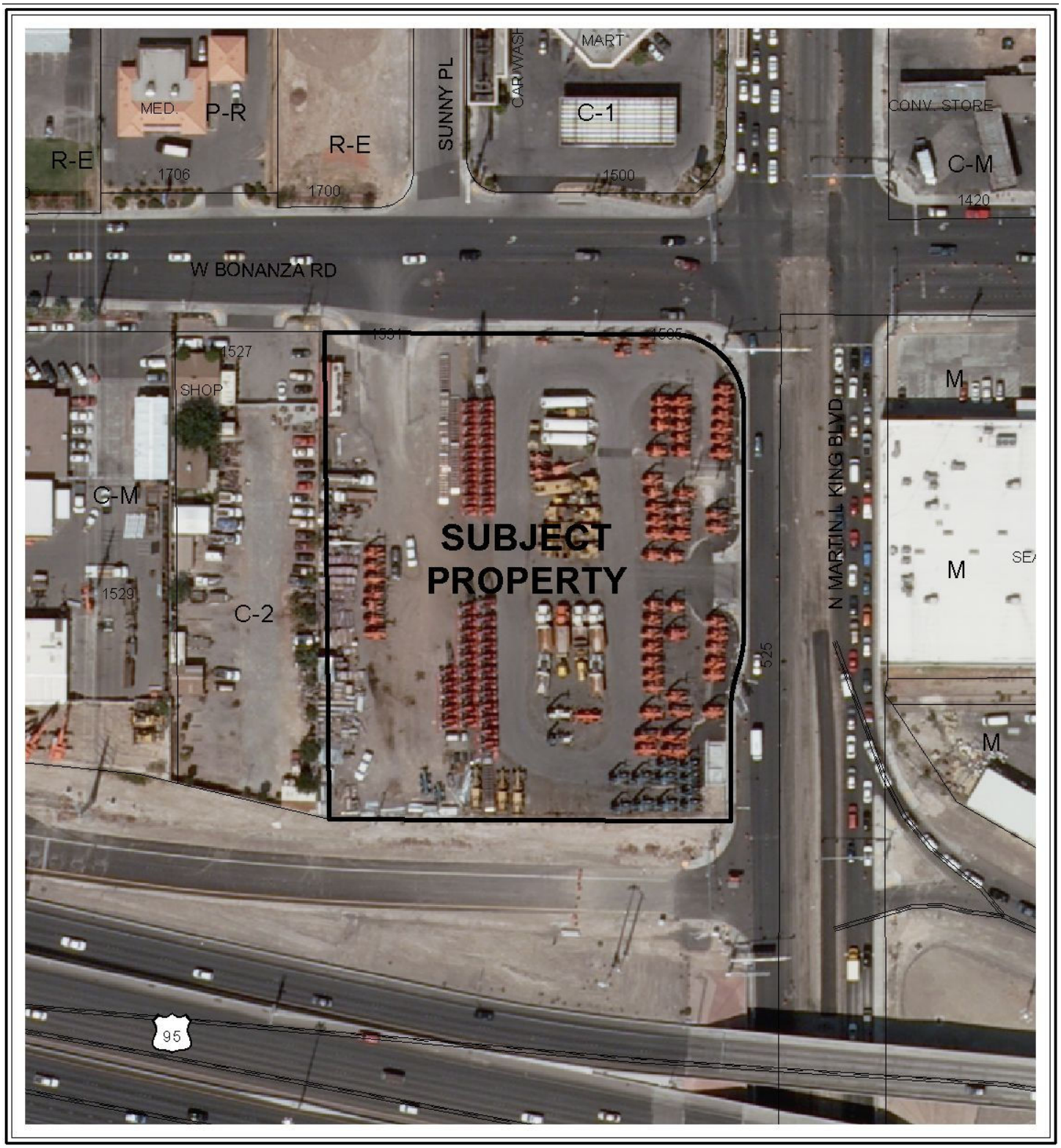



0 100 200 Feet

**CASE:** **EOT-38131**

**ZONING OF SUBJECT PROPERTY:** C-2 (GENERAL COMMERCIAL)

N




0 100 200 Feet

**CASE:** **EOT-38131**

**ZONING OF SUBJECT PROPERTY:** C-2 (GENERAL COMMERCIAL)

N

City of Las Vegas

## AGENDA MEMO

**CITY COUNCIL MEETING DATE: JUNE 16, 2010**
**DEPARTMENT: PLANNING AND DEVELOPMENT**
**ITEM DESCRIPTION: APPLICANT: AHERN RENTALS - OWNER: DFA, LLC**

## ** STAFF RECOMMENDATION(S) **

| *CASE NUMBER* | *RECOMMENDATION* | *REQUIRED FOR APPROVAL* |
|---|---|---|
| **EOT-38131** | Staff recommends APPROVAL, subject to conditions: | None |

## ** CONDITIONS **

# EOT-38131 CONDITIONS

***Planning and Development***

1. This Site Development Plan Review (SDR-26639) shall expire on May 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-26639) 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 being used as an equipment storage facility with previous approvals for a proposed commercial development and a Site Development Plan Review (SDR-26639) for a proposed 672 square-foot Off-Premise Digital (Billboard) Sign flush with the wall of the parking structure at 525 North Martin L. King Boulevard. No plans have been submitted for review nor have any building permits been issued for the proposed project. There have been new entitlements in the surrounding areas that include a commercial development with a retail store with outside storage to the northwest; and light manufacturing/assembly/fabrication and auto repair garage, major to the west. The applicant is requesting an extension of time as they have not progressed to a point to begin construction. Staff has no objection to this request. If denied, the Site Development Plan Review (SDR-26639) would be allowed to expire.

## BACKGROUND INFORMATION

| ***Related Relevant City Actions by P&D, Fire, Bldg., etc*** | |
|---|---|
| 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. |
| 01/11/07 | The Planning Commission approved a request for a Variance (VAR-18250) to allow a proposed building to be five feet from the corner side property line where 15 feet is the minimum setback required on 2.61 acres at the southwest corner of Bonanza Road and Martin L. King Boulevard. |
| 01/17/07 | The City Council approved a request for Rezoning (ZON-13896) from R-E (Residence Estates) to C-2 (General Commercial) on 2.61 acres at the southwest corner of Bonanza Road and Martin L. King Boulevard. The Planning Commission recommended approval on 10/05/06. |
| | The City Council approved a related request for a Special Use Permit (SUP-13903) for a proposed 274-foot tall building in the North Las Vegas Airport Overlay District. |
| | The City Council approved a related request for a Variance (VAR-13900) to allow a front yard setback of 10 feet where 20 feet is required, a corner side yard setback of 10 feet where 15 feet is required, and a rear yard setback of 11 inches where 20 feet is required. |

| *Related Relevant City Actions by P&D, Fire, Bldg., etc* | |
|---|---|
| | The City Council approved a related request for a Site Development Plan Review (SDR-13904) for a commercial development consisting of a 3,000 square-foot, 1,500 square-foot, and a 4,500 square-foot retail pad; a 20-story building consisting of 3,700 square feet of restaurant space, 10,000 square feet of retail space, 150,000 square feet of office space, and a 4,500 square-foot child care facility; and a waiver of the perimeter landscaping requirement. |
| 02/28/08 | The Planning Commission approved a request for a Review of Condition (ROC-26778) to modify Condition Number 15 of a previously approved Site Development Plan Review (SDR-13904), which stated on-site Off-Premise Advertising (Billboard) Signs shall be removed prior to the issuance of building permits at the southwest corner of Bonanza Road and Martin L. King Boulevard. |
| 05/07/08 | The City Council approved a request for a Variance (VAR-26447) to allow a 1,200 square-foot Off-Premise Digital (Billboard) sign flush with the wall of the parking structure where 672 square feet is permitted and to allow the Off-Premise Digital Sign to be erected 58 feet above the elevation of the freeway where 30 feet above the elevation of the freeway is the maximum allowed at the southwest corner of Bonanza Road and Martin L. King Boulevard. The Planning Commission recommended approval on 02/28/00. ***NOTE: The City Council restricted the size of the billboard to 672 square feet.*** |
| | The City Council approved a related request for a Site Development Plan Review (SDR-26639) for a proposed 20-foot by 60-foot Off-Premise Digital (Billboard) Sign flush with the wall of the parking structure. ***NOTE: The City Council approved the sign to be a maximum of 672 square feet.*** |
| 03/04/09 | The City Council approved a request for an Extension of Time (EOT-33091) of a previously approved Rezoning (ZON-13896) from R-E (Residence Estates) to C-2 (General Commercial) at the southwest corner of Bonanza Road and Martin L. King Boulevard. |
| | The City Council approved a related request for an Extension of Time (EOT-33092) of a previously approved Special Use Permit (SUP-13903) for a proposed 274 foot tall building in the North Las Vegas Airport Overlay District. |
| | The City Council approved a related request for an Extension of Time (EOT-33095) of a previously approved Variance (VAR-13900) to allow a front yard setback of 10 feet where 20 feet is required, a corner side yard setback of 10 feet where 15 feet is required, and a rear yard setback of 11 inches where 20 feet is required. |
| | The City Council approved a related request for an Extension of Time (EOT-33093) of a previously approved Variance (VAR-18250) to allow a proposed building to be five feet from the corner side property line where 15 feet is the minimum setback required. |

| *Related Relevant City Actions by P&D, Fire, Bldg., etc* | |
|---|---|
| | The City Council approved a related request for an Extension of Time (EOT-33096) of a previously approved Site Development Plan Review (SDR-13904) for a commercial development consisting of a 3,000 square-foot, a 1,500 square-foot, and a 4,500 square-foot retail pad; a 20-story building consisting of 3,700 square feet of restaurant space, 10,000 square feet of retail space, 150,000 square feet of office space, and a 4,500 square-foot child care facility; and a waiver of the perimeter landscaping requirements. |

| *Related Building Permits/Business Licenses* | |
|---|---|
| 12/07/07 | A building permit (103551) was issued to remove an existing billboard at 525 North Martin L. King Boulevard. The permit was finalized on 10/17/08. |
| 08/04/09 | A building permit (142283) was issued to rebuilding a billboard at 525 North Martin L. King Boulevard. The permit was finalized on 02/09/10. |
| 11/20/09 | A building permit (151448) was issued to install electricity to a billboard at 525 North Martin L. King Boulevard. The permit was finalized on 12/14/09. |

| *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* | |
|---|---|
| 05/18/10 | Staff conducted a field check of the subject site with the following observations:<br>• The site is being used as a heavy equipment storage facility with pieces of equipment on the lot.<br>  • There are two separate Off-Premise Signs on the property. The sign faces on the billboard located on Bonanza Road were in good condition, but the frame could use a painting. The sign facing southbound located on Martin L. King Boulevard was shredded and needs to be replaced.<br>• The overall site was clean and free of trash/debris. |

| *Details of Application Request* | |
|---|---|
| ***Site Area*** | |
| Gross Acres | 2.61 |

| *Surrounding Property* | *Existing Land Use Per Title 19.04* | *Planned or Special Land Use Designation* | *Existing Zoning District* |
|---|---|---|---|
| Subject Property | Equipment Storage-proposed commercial center | C (Commercial) | C-2 (General Commercial) |
| North | Retail Establishment and Car Wash | C (Commercial) | C-1 (Limited Commercial) |
| South | Right-of-Way (ROW)- 95 Freeway | ROW (Right-of-Way) | ROW (Right-of-Way) |
| East | Warehouse and Retail Establishment | LI/R (Light Industry/Research) | M (Industrial) |
| West | Warehouse, Parking, and Storage | LI/R (Light Industry/Research) | C-M (Commercial/Industrial) |

| *Master Plan Areas* | *Yes* | *No* | *Compliance* |
|---|---|---|---|
| **Master Plan Area** | | | |
| West Las Vegas Plan | X | | Y |
| ***Special Purpose and Overlay Districts*** | ***Yes*** | ***No*** | ***Compliance*** |
| **Special Purpose and Overlay Districts** | | | |
| A-O (Airport Overlay) District (140 feet) | X | | Y |
| **Trails** | | X | 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 first request for an Extension of Time of a previously approved Site Development Plan Review (SDR-26639) for a proposed 672 square-foot Off-Premise Digital (Billboard) Sign flush with the wall of a parking structure at 525 North Martin L. King Boulevard. No plans have been submitted for review nor have any building permits been issued for the proposed project. There have been new entitlements in the surrounding areas that include a commercial development with a retail store with outside storage to the northwest; and light manufacturing/assembly/fabrication and auto repair garage, major to the west. Staff conducted a field check of the subject site on 05/18/10 and found heavy equipment being storage, along with two billboard signs located on the property. The site was clean and free of trash and debris.

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-26639) has not met the requirements outlined in Title 19.18.050, as no permits have been issued for the proposed project. The applicant is requesting an extension of time as they have not progressed to a stage in the project to begin construction. Staff is recommending approval of this request with a two-year time limit. Conformance to the conditions of approval of the Site Development Plan Review (SDR-26639) shall be required.

**NOTICES MAILED** N/A

**APPROVALS** 0

**PROTESTS** 0

PLANNING & DEVELOPMENT

DEVELOPMENT SERVICES CENTER

# PLANNING & DEVELOPMENT DEPARTMENT

## STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-38131** APN: 139-28-401-033

Name of Property Owner: DFA, LLC

Name of Applicant: AHERN RENTALS

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/Authorized Agent: X Don Ahern

Print Name: _____

Subscribed and sworn before me

This 12th day of April, 2010

Joni B Starcher

Notary Public in and for said County and State

Notary Public - State of Nevada
County of Clark
JONI B. STARCHER
My Appointment Expires
July 30, 2013
No: 93-0701-1

# PLANNING & DEVELOPMENT DEPARTMENT

## APPLICATION / PETITION FORM

**Application/Petition For:** EXTENSION OF TIME FOR SDR 26639

**Project Address (Location)** 525 N. MARTIN LUTHER KING BLVD

**Project Name** AHERN CORPORATE CENTER **Proposed Use** OFFICE

**Assessor's Parcel #(s)** 139-28-401-033 **Ward #** 5- BARLOW

**General Plan:** existing – proposed – **Zoning:** existing C2 proposed –

**Commercial Square Footage** BILLBOARD ONLY **Floor Area Ratio** –

**Gross Acres** 2.61 **Lots/Units** – **Density** –

**Additional Information** _____

**PROPERTY OWNER** DEAI LLC **Contact** BRUCE BLUYEN

**Address** 1611 W. BONANZA **Phone:** 7028582025 **Fax:** 7026361345

**City** LAS VEGAS **State** NV **Zip** 89106

**APPLICANT** AHERN RENTALS **Contact** BRUCE BLUYEN

**Address** 1611 W. BONANZA **Phone:** 7028582025 **Fax:** 7026361345

**City** LAS VEGAS **State** NV **Zip** 89106

**REPRESENTATIVE** APNS Architecture **Contact** Kristen Neuman

**Address** 1200 S. 4th St. Ste 200 **Phone:** 7028391200 **Fax:** 7028391213

**City** LAS VEGAS **State** NV **Zip** 89104

**Property Owner Signature*** X _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

**Print Name** Don F. Ahern

Subscribed and sworn before me

This 12th day of April, 20 10.

_____

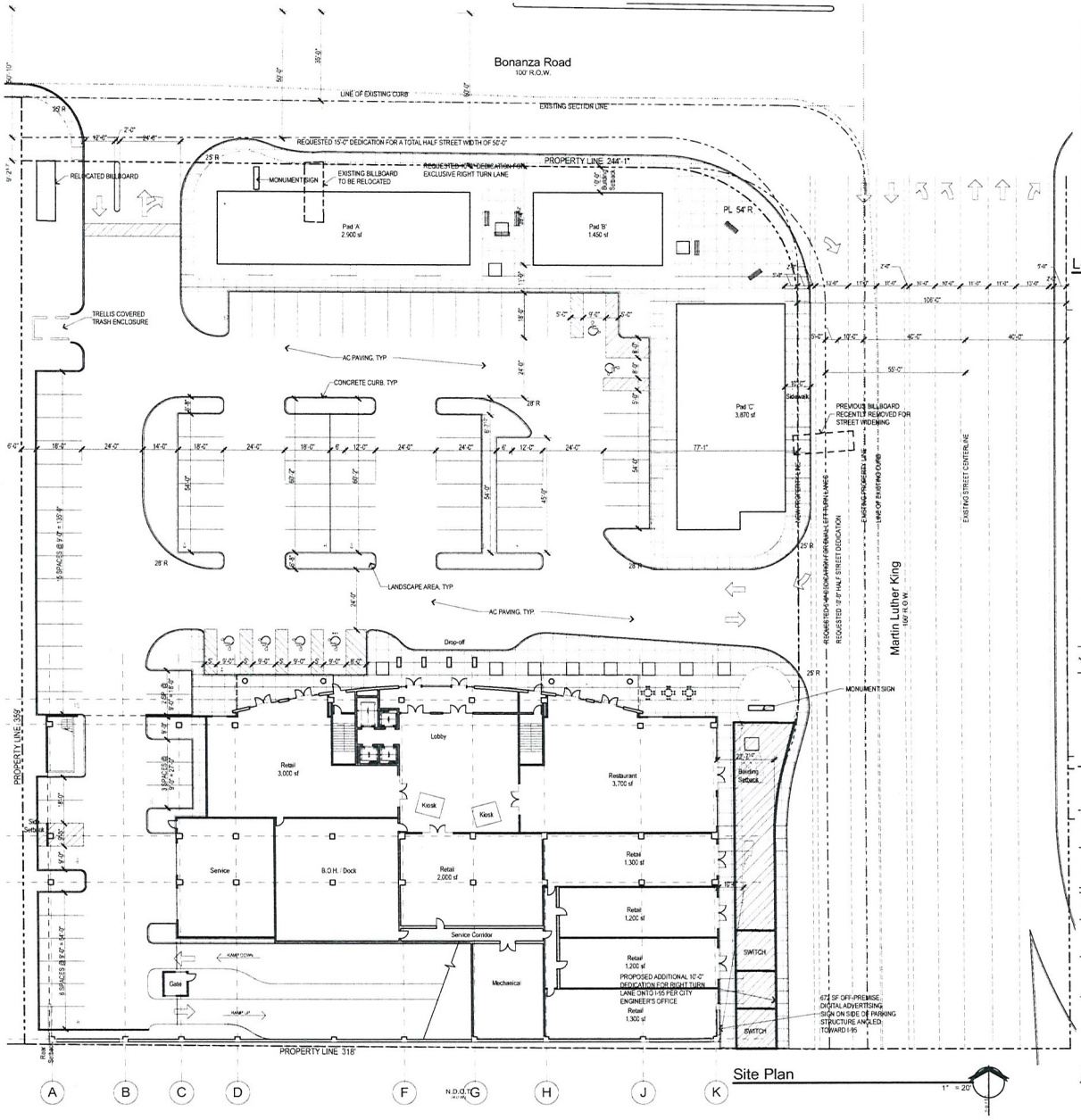
Notary Public in and for said County and State

Notary Public - State of Nevada
County of Clark
JONI B. STARCHER
My Appointment Expires
July 30, 2013
No: 93-0701-1

*FOR DEPARTMENT USE ONLY*

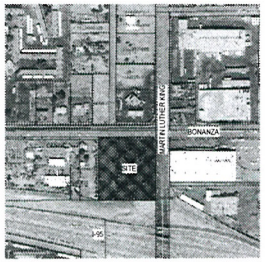
| | |
|---|---|
| Case # | EOT-38131 |
| Meeting Date: | 6-16-10 |
| Total Fee: | 300 |
| Date Received:* | 4-28-10 |
| Received By: | F-S |

* The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.




Site Plan

1" = 20'




Location Map

Vicinity Map

1" = 40'

## Site Zoning & Data

**SITE DATA:**

| | |
|---|---|
| PARCEL NUMBER | 139-28-401-033 |
| JURISDICTION | CITY OF LAS VEGAS - 89106 |
| EXISTING GENERAL PLAN | GC |
| EXISTING ZONING | R-E |
| PROPOSED ZONING | C-2 |
| SITE AREA | 113,549 NSF<br>2.61 NET ACRES |

SETBACKS - (BUILDING) (VARIANCE REQUESTED)

| | REQ'D | PROVIDED |
|---|---|---|
| FRONT | 20'-0" | 10'-0" |
| INTERIOR SIDE | 10'-0" | 10'-0" |
| SIDE STREET | 15'-0" | 5'-0", 22'-7" |
| REAR | 20'-0" | 0'-11" |

SETBACKS - (PARKING) (VARIANCE REQUESTED)

| | REQ'D | PROVIDED |
|---|---|---|
| FRONT | 15'-0" | 50'-4" |
| INTERIOR SIDE | 0'-0" | N/A |
| SIDE STREET | 15'-0" | 59'-1" |
| REAR | 0'-0" | N/A |

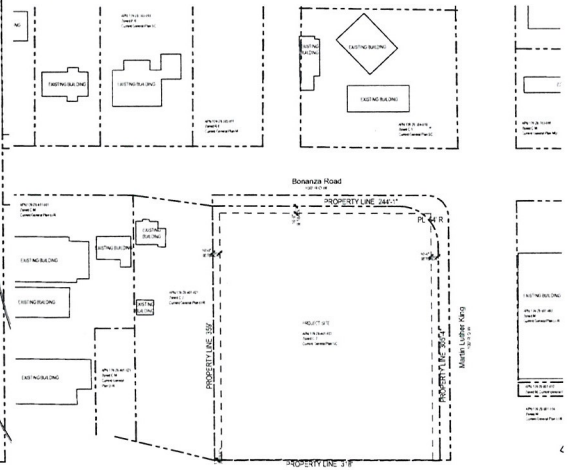
| | |
|---|---|
| MAX HEIGHT & STORIES | NONE |
| ACTUAL HEIGHT & STORIES | 246'-0" & 18 STORIES |
| LOT COVERAGE ALLOWED | 50% |
| ACTUAL LOT COVERAGE | 39.2 % |

**BUILDING AREA:**

| | |
|---|---|
| PAD 'A' | 3,000 sf |
| PAD 'B' | 1,501 sf |
| PAD 'C' | 4,500 sf |
| OFFICE | 150,000 sf |
| RETAIL | 10,000 sf |
| CHILD CARE | 4,500 sf |
| RESTAURANT | 3,700 sf |

**PARKING CALCULATIONS:**

| | |
|---|---|
| TOTAL PARKING REQUIRED | |
| CHILD CARE | 1/ STAFF + 1/10 CHILDREN = 15 |
| OFFICE | 150,000 @ 1:300 = 508 |
| RETAIL | 19,000 @ 1:175 = 109 |
| RESTAURANT (EATING AREA) | 1,000 @ 1:50 = 20 |
| RESTAURANT (REMAINING) | 2,700 @ 1:200 = 14 |
| PARKING REQUIRED | 666 |
| HANDICAPPED PARKING REQUIRED | 14 (2 VAN SPACES) |
| STANDARD PARKING PROVIDED | 568 |
| HANDICAPPED PARKING PROVIDED | 15 |
| COMPACT SPACES PROVIDED | 83 (11%) |
| TOTAL PARKING PROVIDED | 666 |




Zoning Map

RECEIVED
APR 28 2010
City of Las Vegas

EOT-38131

# Ahern Corporate Center

Special Use Permit

525 North Martin L. King Boulevard
Las Vegas, Nevada 89106


APTUS Architecture

1200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.839.1200
F 702.839.1213
info@aptusarchitecture.com


APTUS PROJECT NO 06.011

ARCHITECT

ENGINEER

NOTES

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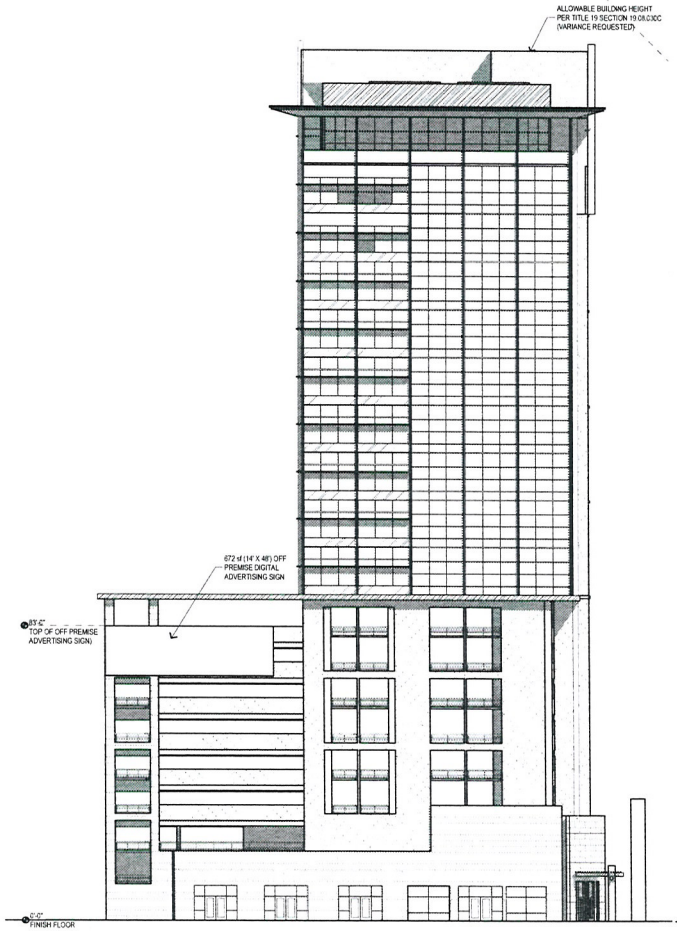
| NO. | DESCRIPTION | DATE |
|---|---|---|
| 2 | City of Las Vegas | 02.04.08 |
| | SUP, VAR Submittal (Rev.) | |
| 1 | City of Las Vegas | 1.15.08 |
| | SUP, VAR Submittal | |

ISSUED

TITLE
SITE PLAN AND ZONING INFO

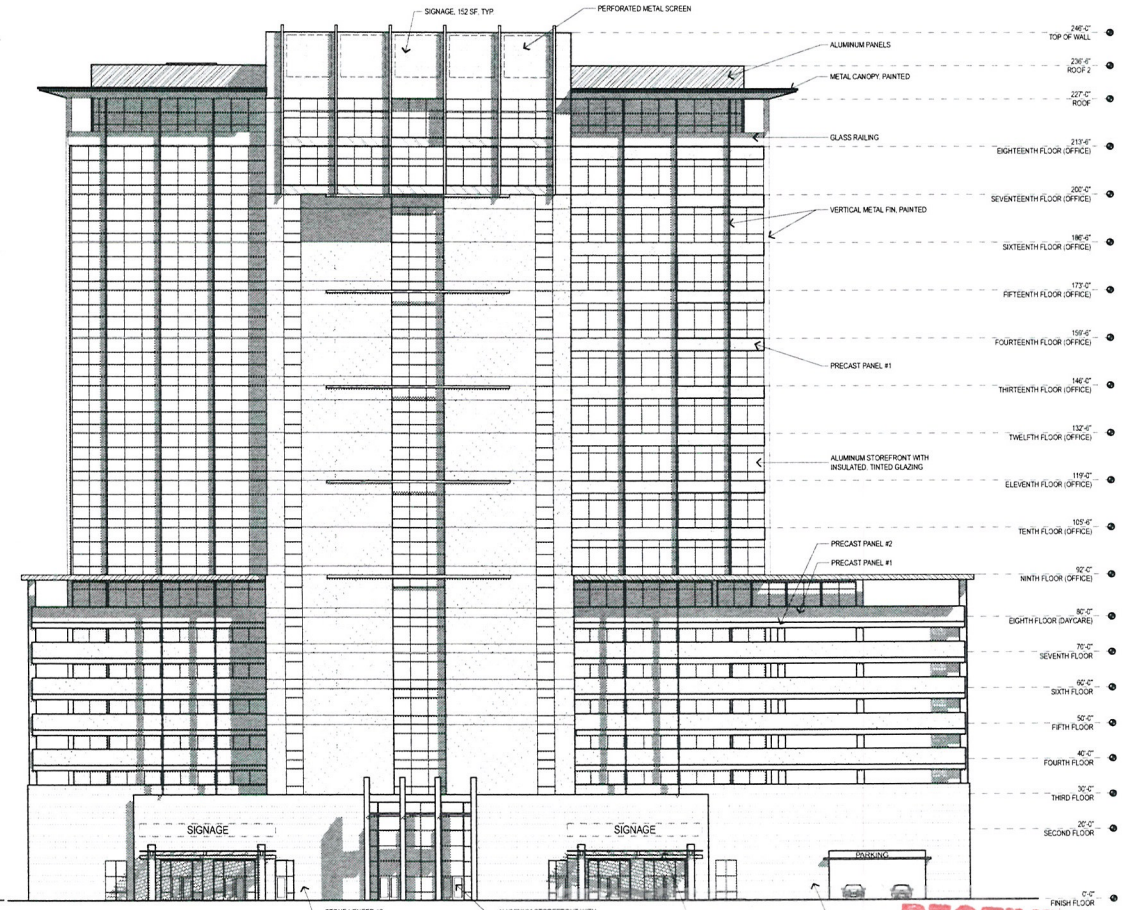
DRAWING NO
AS100

Ahern Corporate Center




D1 EAST ELEVATION

1/16" = 1'-0"




D2 NORTH ELEVATION

1/16" = 1'-0"

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Special Use Permit

525 North Martin L. King Boulevard

Las Vegas, Nevada 89106

APTUS Architecture

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info@aptusarchitecture.com

APTUS PROJECT NO. 06.011

ARCHITECT

ENGINEER

NOTES

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| NO. | DESCRIPTION | DATE |
|---|---|---|
| 2 | City of Las Vegas<br>SUP, VAR Submittal (Rev.) | 02.04.08 |
| 1 | City of Las Vegas<br>SUP, VAR Submittal | 1.15.08 |

ISSUED

TITLE

BUILDING ELEVATIONS

DRAWING NO.

A200

Ahern Corporate Center

EOT-38131

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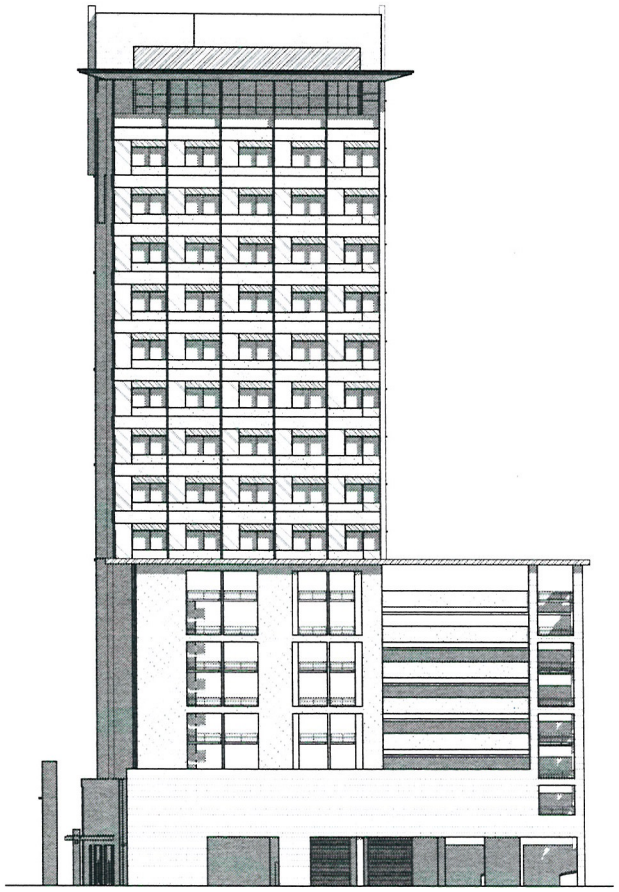
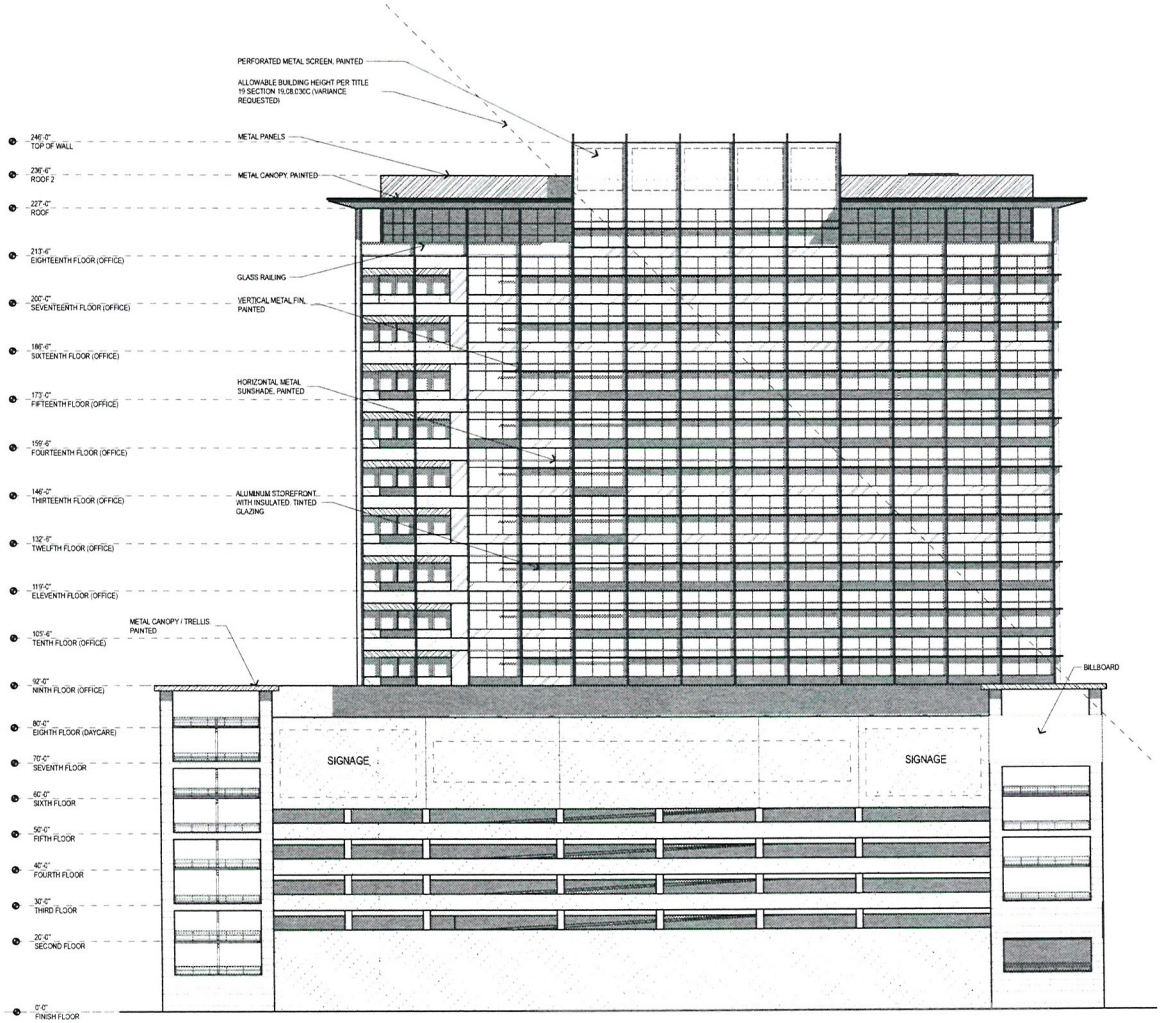
City of Las Vegas



D1 WEST ELEVATION
1/16" = 1'-0"




D2 SOUTH ELEVATION
1/16" = 1'-0"

# Ahern Corporate Center

Special Use Permit

525 North Martin L. King Boulevard
Las Vegas, Nevada 89106


APTUS Architecture
1200 South 4th Street
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Las Vegas, Nevada 89104
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info@aptusarchitecture.com


APTUS PROJECT NO. 06.011

ARCHITECT

ENGINEER

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| NO. | DESCRIPTION | DATE |
|---|---|---|
| 1 | City of Las Vegas SUP, VAR Submittal | 1.15.08 |

ISSUED

TITLE
BUILDING ELEVATIONS

DRAWING NO.
A201
Ahern Corporate Center

EOT-38131

RECEIVED
APR 28 2010
City of Las Vegas

EOT-38131 - APPLICANT: AHERN RENTALS - OWNER: DFA, LLC
SOUTHWEST CORNER OF BONANZA ROAD AND MARTIN L KING BOULEVARD

05/18/10

EOT-38131 - APPLICANT: AHERN RENTALS - OWNER: DFA, LLC
SOUTHWEST CORNER OF BONANZA ROAD AND MARTIN L KING BOULEVARD

05/18/10

EOT-38131 - APPLICANT: AHERN RENTALS - OWNER: DFA, LLC
SOUTHWEST CORNER OF BONANZA ROAD AND MARTIN L KING BOULEVARD

05/18/10

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SOUTHWEST CORNER OF BONANZA ROAD AND MARTIN L KING BOULEVARD

05/18/10

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SOUTHWEST CORNER OF BONANZA ROAD AND MARTIN L KING BOULEVARD

05/18/10

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SOUTHWEST CORNER OF BONANZA ROAD AND MARTIN L KING BOULEVARD

05/18/10

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SOUTHWEST CORNER OF BONANZA ROAD AND MARTIN L KING BOULEVARD

05/18/10

EOT-38131 - APPLICANT: AHERN RENTALS - OWNER: DFA, LLC
SOUTHWEST CORNER OF BONANZA ROAD AND MARTIN L KING BOULEVARD

05/18/10

LAS VEGAS CITY COUNCIL

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MAYOR

GARY REESE
MAYOR PRO TEM

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LOIS TARKANIAN
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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

June 5, 2008

Mr. Bruce Bilyeu
DFA, LLC
1611 West Bonanza Road
Las Vegas, Nevada 89106

RE: SDR-26639 – SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF MAY 7, 2008
RELATED TO VAR-26447

Dear Mr. Bilyeu:

The City Council at a regular meeting held May 7, 2008 considered the Appeal filed from the approval by the Planning Commission of a request for a Site Development Plan Review FOR A PROPOSED 20-FOOT BY 60-FOOT OFF-PREMISE DIGITAL (BILLBOARD) SIGN FLUSH WITH THE WALL OF THE PARKING STRUCTURE at the southwest corner of Bonanza Road and Martin L King Boulevard on 2.61 acres at the southwest corner of Bonanza Road and Martin L King Boulevard (APN 139-28-401-033), R-E (Residence Estates) Zone under Resolution of Intent to C-2 (General Commercial) Zone.

The City Council APPROVED the Appeal, thereby approving the Site Development Plan Review. 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. The sign shall be a maximum of 672 square feet.

2. Conformance to the Conditions of Approval for Rezoning (ZON-13896), Variance (VAR-13900), Variance (VAR-18250), Special Use Permit (SUP-13903) and Site Development Plan Review (SDR-13904) shall be required.

3. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. All development shall be in conformance with the site plan dated 2/5/08 and sign elevations date stamped 5/7/08, except as amended by conditions herein.

**EOT-38131**

5. The Off-Premise Digital (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 Digital (Billboard) Sign.

6. 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.

7. If the existing off-premise sign is voluntarily demolished, this Site Development Plan Review shall be expunged and a new off-premise sign shall not be permitted in the same location unless a Site Development Plan Review is approved for the new structure by the City Council.

Public Works

8. Site development to comply with all applicable conditions of approval for Zoning Reclassification ZON-13896, Site Development Plan Review SDR-13904 and all other site-related actions.

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. Kristen Neuman
APTUS Architecture
1200 South Fourth Street, Suite #206
Las Vegas, Nevada 89104

**EOT-38131**

APTUS Architecture

April 27, 2010

City of Las Vegas
Planning and Development Department
731 S. Fourth Street
Las Vegas, NV 89101

**APN: 139-28-401-033**
Re:
**Extension of Time** for Site Development Review and Variance

To Whom It May Concern:

We respectfully submit this request for an Extension of Time for a Site Development Review and a Variance for an off-premise advertising sign located on the new parking structure of the proposed eighteen-story Ahern Corporate Center located on the southwest corner of Bonanza and Martin Luther King Dr. This parcel was recently zoned C-2, application ZON-13896. We are requesting an extension of timer for a period of two years.

The off-premise advertising sign will be 1200 sf (20' x 60') and will be located on the east side of the parking structure. The top of the sign will be 83'-0" above the finish grade. We are requesting a variance of Title 19 section 19.40.100 C to allow a 1200 sf sign where 672sf is the maximum size and to allow the top of the sign to be +/- 58'-0" above the elevated roadway where 30' above the elevated roadway is the maximum. This sign will be digital and will be mounted on side of the parking structure at angle facing southeast.

In our opinion, this request will not negatively impact the design of the proposed project. We have made every attempt to follow City of Las Vegas Title 19 as closely as possible in the design and layout of this site. Please join us in our attempt to bring a much-needed high caliber project into this area.

Respectfully Submitted,

Kristen G. Neuman

Kristen G. Neuman, AIA
APTUS Architecture

**EOT-38131**

1200 South 4th Street, Suite 206, Las Vegas, Nevada 89104 P 702.839.1200 F 702.839.1213 info@aptusarchitecture.com

City of Las Vegas Agenda Item No.: **84.**

## *AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT*

**CITY COUNCIL MEETING OF: JUNE 16, 2010**

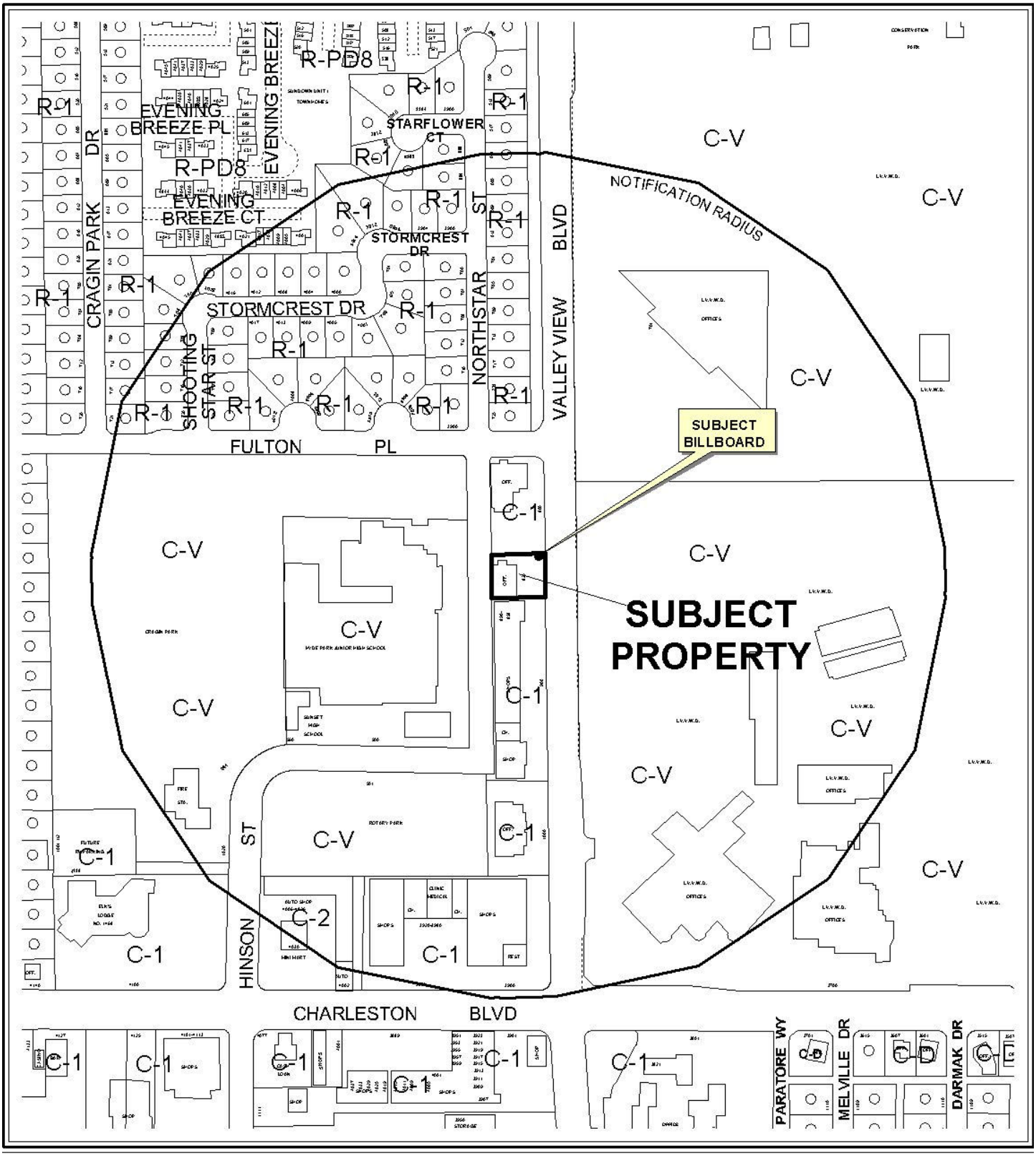
**DEPARTMENT: PLANNING & DEVELOPMENT**
**DIRECTOR: M. MARGO WHEELER** ☐ **Consent** ☒ **Discussion**

**SUBJECT:**
RQR-34682 – ABEYANCE ITEM - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: CLEAR CHANNEL OUTDOOR, LLC - OWNER: BRIGHT PATH, LLC - Request for Required Review of a previously approved Special Use Permit (SUP-4521) FOR A 40-FOOT BY 48- FOOT OFF-PREMISE SIGN at 820 South Valley View Boulevard (APN 139-31-801-002), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend APPROVAL

| **PROTESTS RECEIVED BEFORE:** | | **APPROVALS RECEIVED BEFORE:** | |
|---|---|---|---|
| **Planning Commission Mtg.** | **1** | **Planning Commission Mtg.** | **0** |
| **City Council Meeting** | **2** | **City Council Meeting** | **0** |

**RECOMMENDATION:**
The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions.

**BACKUP DOCUMENTATION:**
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. City Council Approval Letter for SUP-4521
6. Protest Postcards
7. Submitted at Meeting – Newspaper Article by Todd Farlow
8. Backup referenced from the July 23, 2009 Planning Commission Meeting Item RQR-34682




0 300 600 Feet

**CASE:** **RQR-34682**

**RADIUS:** 1000 FT

**ZONING OF SUBJECT PROPERTY:** C-1 (LIMITED COMMERCIAL)

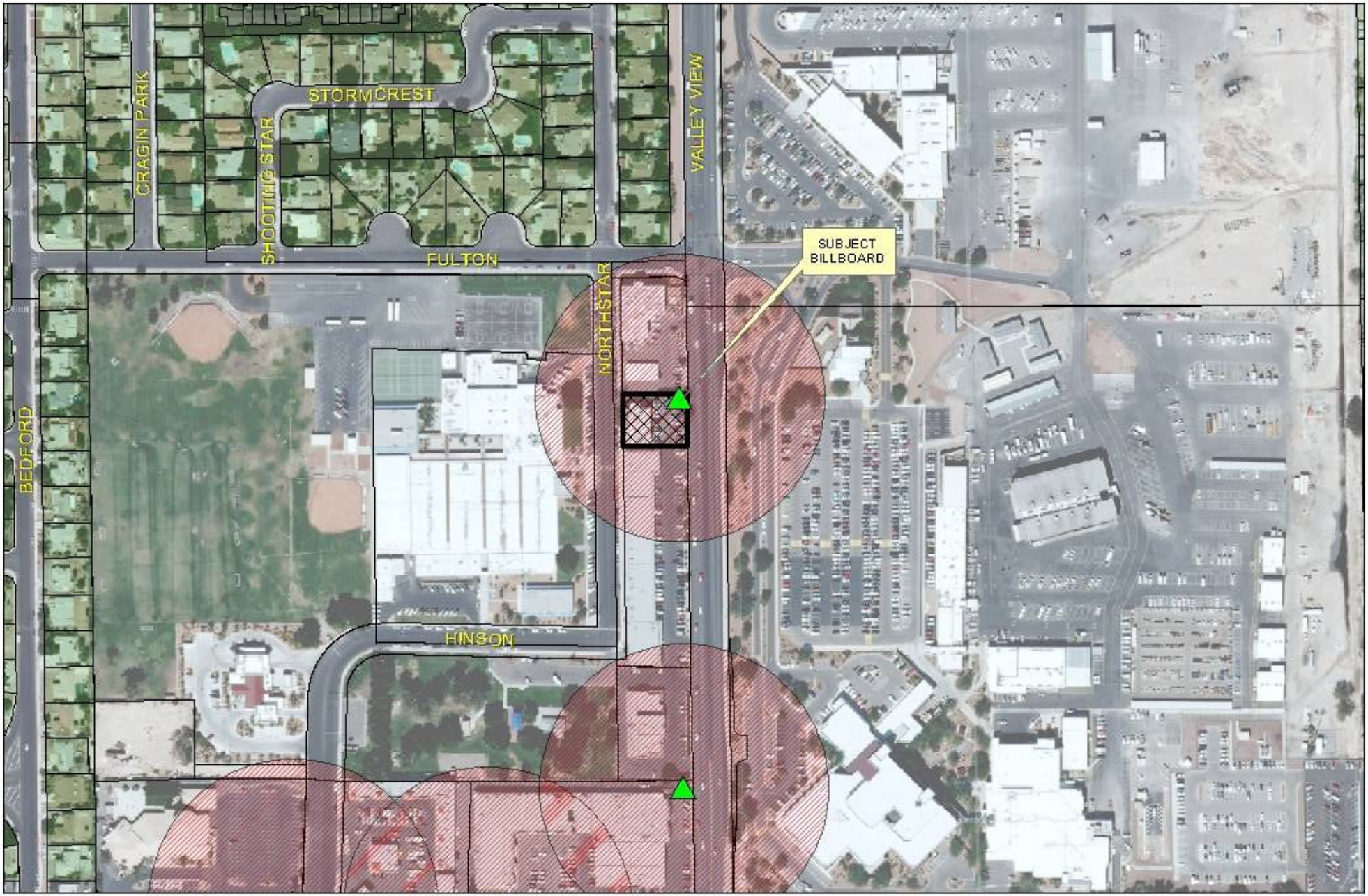
0 300 600 Feet

**CASE:** **RQR-34682**

**RADIUS:** 1000 FT

**ZONING OF SUBJECT PROPERTY:** C-1 (LIMITED COMMERCIAL)

N




**RQR-34682**

**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 OF: JUNE 16, 2010**
**DEPARTMENT: PLANNING AND DEVELOPMENT**
**ITEM DESCRIPTION: APPLICANT: CLEAR CHANNEL OUTDOOR, LLC - OWNER: BRIGHT PATH, LLC**

***THIS ITEM WAS HELD IN ABEYANCE FROM THE DECEMBER 16, 2009 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT.***

## ** STAFF RECOMMENDATION(S) **

The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions.

| *CASE NUMBER* | *RECOMMENDATION* | *REQUIRED FOR APPROVAL* |
|---|---|---|
| **RQR-36482** | Staff recommends APPROVAL, subject to conditions: | None |

## ** CONDITIONS **

***Planning and Development***

1. Conformance to the conditions for Special Use Permit (SUP- 4521).

2. This Special Use Permit (SUP-4521) shall be placed on an agenda closest to August 18, 2012 at which time the City Council may require the Off-Premise 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 Sign be removed.

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 (SUP-4521) 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.

DS

# ** STAFF REPORT **

## PROJECT DESCRIPTION

The subject site currently has a single building for Office use, along with a previously approved Special Use Permit (SUP-4521) that allowed a 14-foot by 48-foot, 40-foot tall Off-Premise Sign to be located in the parking lot at 820 South Valley View Boulevard. The sign faces and supporting structure of the Off-Premise Sign are in good condition with no discrepancies noted. A research of the building permit activity found that permit #95884385 was issued for the installation of a billboard sign under the address of 820 South Valley View Boulevard, which received a final inspection on 12/26/95. There have been no recent changes in land use or new development in the surrounding area since the approval of the Special Use Permit (SUP-4521). If the application is denied, the Off-Premise sign will have to be removed. Staff recommends approval of this request with a three-year review.

## BACKGROUND INFORMATION

| ***Related Relevant City Actions by P&D, Fire, Bldg., etc. and Property Sales*** | |
|---|---|
| 01/18/95 | The City Council approved a request for a Special Use Permit (U-0296-94) for a 14-foot by 48-foot Off-Premise Sign located at 820 South Valley View Boulevard. The Board of Zoning Adjustment recommended approval on 12/27/94. |
| 02/16/00 | The City Council approved a request for a Required Review [U-0296-94(1)] of a previously approved Special Use Permit (U-0296-94) for a 14-foot by 48-foot Off-Premise Sign located at 820 South Valley View Boulevard. The Planning Commission recommended denial on 01/13/00. |
| 07/05/01 | The City Council approved a request for a Required Review [U-0296-94(2)] of a previously approved Special Use Permit (U-0296-94) for a 14-foot by 48-foot Off-Premise Sign located at 820 South Valley View Boulevard. The Planning Commission recommended denial on 02/22/01. |
| 07/25/02 | The Planning Commission denied a request for the Required Review [U-0296-94(3)] of a previously approved Special Use Permit (U-0296-94) for a 14-foot by 48-foot Off-Premise Sign located at 820 South Valley View Boulevard. |
| 04/21/04 | A Code Enforcement case (#13373) was processed for the removal of an Off-Premise Sign due to zoning violation. Code Enforcement closed the case on 06/29/04. |
| 08/14/04 | The City Council approved a request for Special Use Permit (SUP-4521) for a 14-foot by 48-foot, 40-foot tall Off-Premise Sign at 820 South Valley View Boulevard. The Planning Commission recommended approval on 07/22/04. |

| | |
|---|---|
| 10/15/08 | The City Council approved a request for a Review of Condition (ROC-29270) to delete Condition Number Five of a previously approved Special Use Permit (SUP-4521) that limited one advertising sign per face at 820 South Valley View Boulevard. |
| 07/23/09 | The Planning Commission voted 7-0 to recommend APPROVAL (PC Agenda Item #23/ds). |
| ***Related Building Permits/Business Licenses*** | |
| 12/13/95 | A building permit (#95884385) was issued for an Off-Premise Sign at 820 South Valley View Boulevard. The permit was finalized on 12/26/95. |
| ***Pre-Application Meeting*** | |
| A pre-application meeting was not required for this type of application, nor was one held. | |
| ***Neighborhood Meeting*** | |
| A neighborhood meeting was not required, nor was one held. | |
| ***Field Check*** | |
| 06/18/09 | Staff conducted a field inspection of the site with the following observations:<br>• The subject billboard has no embellishment, animated signage, or electronic displays.<br>• All structural elements have been properly screened.<br>• The sign and supporting structure is in good condition and does not require repainting or bird deterrents. |

| ***Details of Application Request*** | |
|---|---|
| ***Site Area*** | |
| Gross Acres | .33 |

| **Surrounding Property** | **Existing Land Use** | **Planned Land Use** | **Existing Zoning** |
|---|---|---|---|
| Subject Property | Offices | SC (Service Commercial) | C-1 (Limited Commercial) |
| North | Offices | SC (Service Commercial) | C-1 (Limited Commercial) |
| South | Retail Establishments | SC (Service Commercial) | C-1 (Limited Commercial) |
| East | Las Vegas Water District Facilities | PF (Public Facilities) | C-V (Civic) |
| West | School | PF (Public Facilities) | C-V (Civic) |

| ***Special Districts/Zones*** | ***Yes*** | ***No*** | ***Compliance*** |
|---|---|---|---|
| **Special Area Plan** | | | |
| Rancho Charleston Land Use Study | X | | Y |

| *Special Districts/Zones* | *Yes* | *No* | *Compliance* |
|---|---|---|---|
| **Special Purpose and Overlay Districts** | | | |
| A-O Airport Overlay District (175 feet) | X | | Y |
| **Trails** | | X | N/A |
| **Rural Preservation Overlay District** | | X | N/A |
| **Development Impact Notification Assessment** | | X | N/A |
| **Project of Regional Significance** | | X | N/A |

**DEVELOPMENT STANDARDS**

| *Standard* | *Required/Allowed* | *Provided* | *Compliance* |
|---|---|---|---|
| Location | No Off-Premise Sign may be located within the public right-of way | Sign is not in public right-of way | Y |
| Zoning | Off-Premise Signs are permitted in the C-1, C-2, C-M and M Zoning Districts only | Sign is located in the C-1 (Limited Commercial) zoning district | 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. | Sign is 672 square feet in size. The sign does not have an embellishment. | Y |
| Height | No higher than 40 feet from grade t 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. | Structure elements of the sign are adequately screened from public view | Y |
| Off-Premise (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) | The sign is approximately 770 feet from another Off-Premise Sign | Y |

| *Standard* | *Required/Allowed* | *Provided* | *Compliance* |
|---|---|---|---|
| Off-Premise Sign (Billboard) | At least 300 feet to the nearest property line of a lot in any "R" zoned district. | Sign is approximately 330 feet from the nearest property line zoned for residential use. | Y |
| Other | All Off-Premise Signs (Billboards) shall be detached and permanently secured to the ground and shall not be located on property used for residential purposes. | The sign is secured to the ground on C-1 (Limited Commercial) zoned property. | Y |

**ANALYSIS**

This is the first Required Review of an approved Special Use Permit (SUP-4521) for a 14-foot by 48-foot, 40-foot tall Off-Premise Sign located at 820 South Valley View Boulevard. The billboard had a previous Special Use Permit (U-0296-94) approved in January 1995. In July 2002, the Planning Commission denied a request for a Required Review for the billboard, thereby requiring the sign to be removed, which was never accomplished.

The applicant reapplied for a Special Use Permit (SUP-4521) for the Off-Premise Sign and received approval in August 2004. The sign complies with all Title 19.14.100 requirements. A building permit (95884385) was issued for the installation, which received a final inspection on 12/26/95. During a field inspection of the site, the sign and supporting structure were in good condition with no discrepancies noted.

**FINDINGS**

The Off-Premise Sign meets Title 19.14.100 requirements, and is in good condition. There have been no significant changes in land use or new development since the approval of the Special Use Permit (SUP-4521) in August 2004; therefore, staff recommends approval, subject to a three-year review.

**NEIGHBORHOOD ASSOCIATIONS NOTIFIED** 19

**NOTICES MAILED** 80 (By City Clerk)

**APPROVALS** 0

**PROTESTS** 1

DS

PLANNING & DEVELOPMENT

CITY OF LAS VEGAS

DEVELOPMENT SERVICES CENTER

# PLANNING & DEVELOPMENT DEPARTMENT

## STATEMENT OF FINANCIAL INTEREST

Case Number: **RQR-34682** APN: 139 31 801 002

Name of Property Owner: BRIGHT PATH, LLC

Name of Applicant: Clear Channel Outdoor

Name of Representative: Paul Larsen

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

_____ Yes __X__ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Stephanie Cooper Herdman

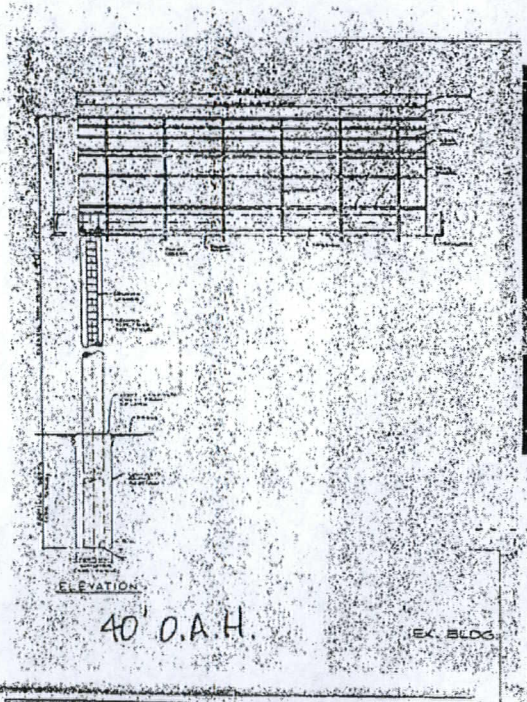
Subscribed and sworn before me

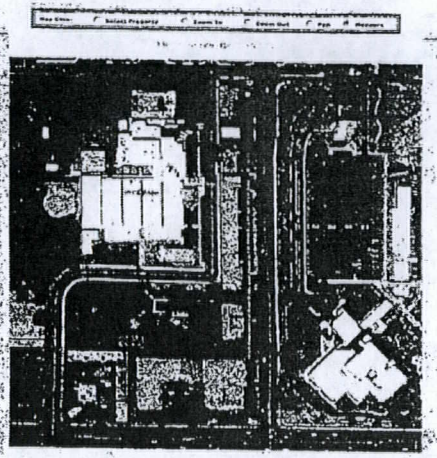
This 29th day of May, 2009

_____

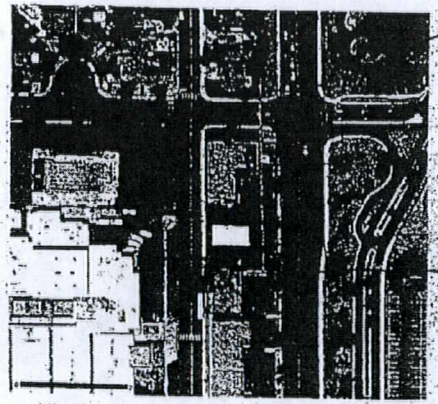
Notary Public in and for said County and State

REGAN STOKES
Notary Public-State of Nevada
APPT. NO. 09-8971-1
My App. Expires December 09, 2012

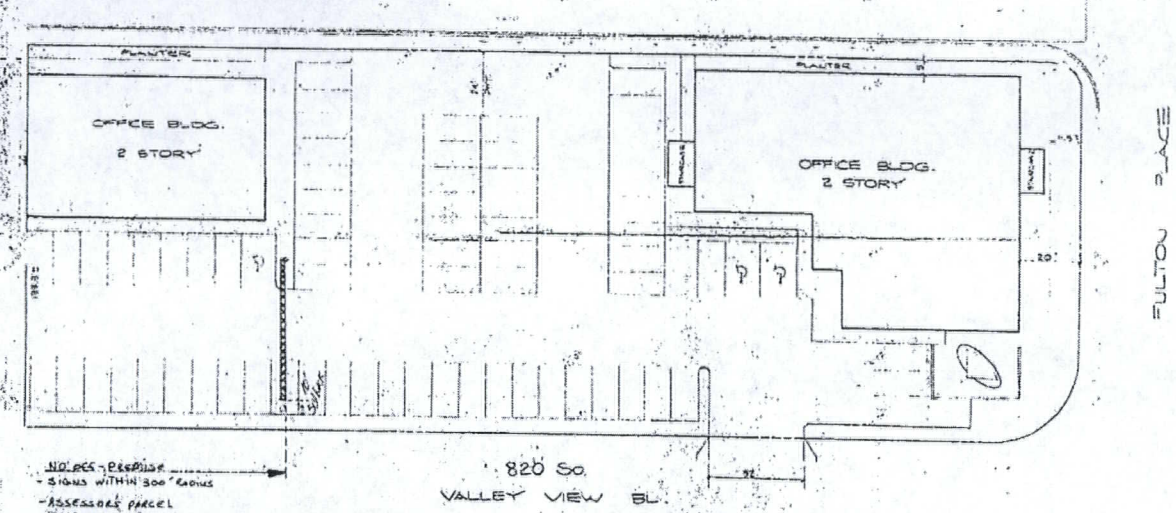


798' FROM ANOTHER OFF PREMISE ADVERTISING SIGN (BILLBOARD). WHERE 300' IS CODE.




AERIAL PROVIDED BY COUNTY ASSESSOR'S WEB SIGHT
338' FROM RESIDENTIAL USE




NO OFF-PREMISE
- SIGNS WITHIN 300' RADIUS
- ASSESSOR'S PARCEL
# 139 31 801 002
- NO RESIDENTIAL USE WITHIN 300' RADIUS
- LOCATION IS CONFORMING TO TITLE 19A CITY OF LAS VEGAS BUILDING & SIGN CODE

139-31-801-002

PARKING SPACES AVAILABLE = 73

RECEIVED
JUN 01 2009

RQR-34682
07/23/09 PC

ELIMINATE PATTERN HASTIN
REVERSED NORTH ARROW
REVISIONS

CHANNEL 15
SITE PLAN

ALCA ENGINEERING & SURVEYING INC

RQR-34682 - APPLICANT: CLEAR CHANNEL OUTDOOR, LLC - OWNER: BRIGHT PATH, LLC
820 SOUTH VALLEY VIEW BOULEVARD

05/18/10

RQR-34682 - APPLICANT: CLEAR CHANNEL OUTDOOR, LLC - OWNER: BRIGHT PATH, LLC
820 SOUTH VALLEY VIEW BOULEVARD

05/18/10

RQR-34682 - APPLICANT: CLEAR CHANNEL OUTDOOR, LLC - OWNER: BRIGHT PATH, LLC
820 SOUTH VALLEY VIEW BOULEVARD

05/18/10

RQR-34682 - APPLICANT: CLEAR CHANNEL OUTDOOR, LLC - OWNER: BRIGHT PATH, LLC
820 SOUTH VALLEY VIEW BOULEVARD

05/18/10

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
MICHAEL MACK
JANET MONCRIEF
STEVE WOLFSON

DOUGLAS A. SELBY
CITY MANAGER

November 2, 2004

Ms. Stephanie Christensen
Bright Pathologists, Limited Liability Company
820 South Valley View Boulevard
Las Vegas, Nevada 89107

RE: SUP-4521 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF AUGUST 18, 2004

Dear Ms. Christensen:

The City Council at a regular meeting held August 18, 2004 APPROVED the request for a Special Use Permit FOR A 40 FOOT HIGH, 14 FOOT X 48 FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 820 South Valley View Boulevard (APN 139-31-801-002), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on August 19, 2004. This approval is subject to:

Planning and Development

1. An aesthetic enhancement covering to be placed around the column of the billboard that may consist of a stucco feature or some other architectural feature that is compatible to the buildings on the property and to the area which is subject to the Planning and Development Department approval.

2. The Special Use Permit shall be reviewed in five (5) 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.

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 sign.

5. Only one advertising sign is permitted per sign face.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov
18112-001-6/04

**RQR-34682**
**07/23/09 PC**

6. 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 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.

7. All City Code requirements and design standards of all City Departments shall be satisfied.

Public Works

8. The off-premise advertising (billboard) sign shall not be located within public right-of-way, existing or proposed public sewer or drainage easements, or interfere with Site Visibility Restriction Zones.

Sincerely,

Angela Ciolli
Deputy City Clerk II for
Barbara Jo Ronemus, City Clerk

M. Margo Wheeler, AICP
Deputy Director
Planning and Development Department

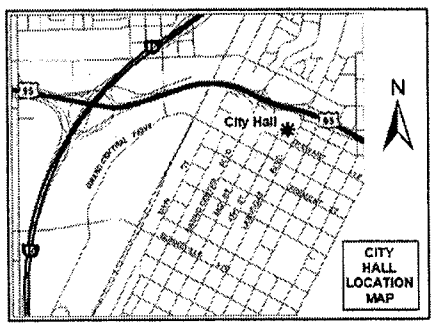
cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. Rod Carter
Clear Channel Outdoor
2880-B Meade Avenue, Suite #300
Las Vegas, Nevada 89102

RQR-34682
07/23/09 PC

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

**Return Service Requested**
**Official Notice of Public Hearin**




If you wish to file your protest or support on this re
appropriate box below and return this card in an envelope w
Office Of The City Clerk at the address listed above or fa
card to (702) 382-4803. If you would like to conta
Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your co:

**RQR-34682**
City Council Meeting of 8/19/2009

Maggie Avalos
725 Northstar St
Las Vegas, NV 89107 ★

RECEIVED
CITY CLERK
2009 AUG 14 A 10:37

Submitted after final agenda

Date 8/14/09 Item 66
W-1

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

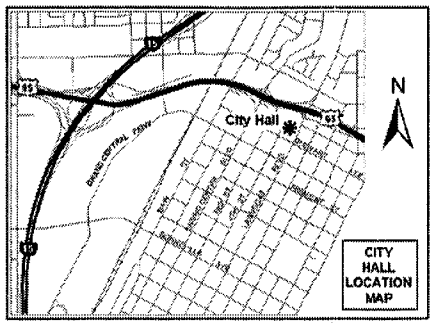
PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41[4]
0004279218 AUG 07 2009
MAILED FROM ZIP CODE 89101

2009 AUG 19 A 11:17

RECEIVED
CITY CLERK

**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.

**RQR-34682**
City Council Meeting of 8/19/2009

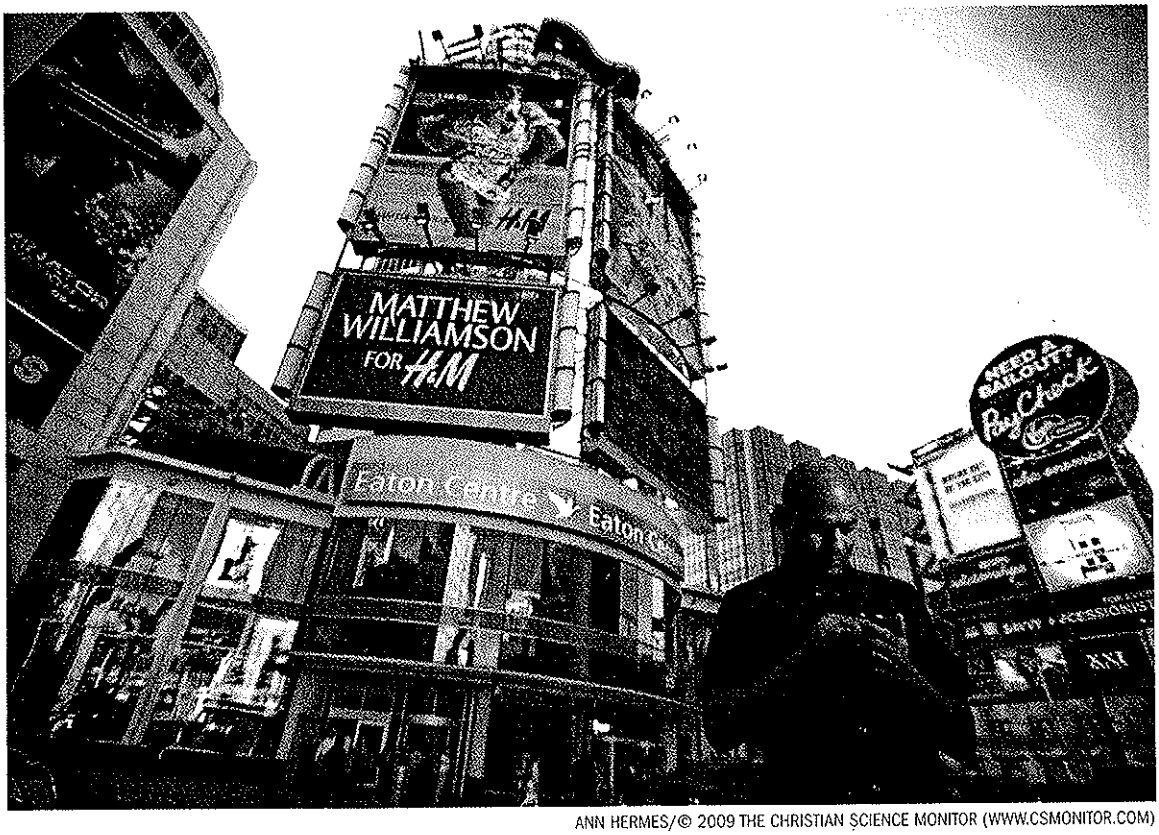
HAFER MARK C
HEELAN ROBERTA J
P O BOX 27769
LAS VEGAS NV 89126-1769

APN#13931712040

Submitted after final agenda

Date 8/19/09 Item 66 W-1

# Nailing Billboards




ANN HERMES/© 2009 THE CHRISTIAN SCIENCE MONITOR (WWW.CSMONITOR.COM)

Toronto activist Rami Tabello, coordinator of Illegalsigns.ca which tracks illegal billboards throughout the city, logs new billboards into his phone in Dundas Square.

In Toronto, about half the billboards you can spot from any given street corner are illegal. This isn't unusual—in fact, an estimated two-thirds of the outdoor advertising in Chicago sits outside of permitted zones. But up in Toronto, a group of activists is doing something about it.

They're not relying on viral videos or media hoaxes, either: Rami Tabello and the rest of the crew at IllegalSigns.ca use city codes and ordinances like secret weapons.

"We fight illegal advertising using the rule of law," Tabello explains. "Advertising on television, radio, and newspapers is a matter of choice—citizens can choose not to view those ads. Billboards are different. They destroy choice because they are located in public spaces. Either the public vista belongs to the public or it belongs to global media companies. Fighting illegal billboards is about reclaiming public space."

Through diligent research, friendly phone calls, regularly filed complaints, and extensive grassroots campaigning, IllegalSigns suggests, urges, nags, and downright cajoles Toronto's city council into removing illegal outdoor ads. One by one. The group, which has around ten volunteers, has filed well over 600 complaints since it formed in early 2007.

In December 2009, the Toronto city council passed a $10.4 million billboard tax and a new, restrictive bylaw to regulate outdoor ads. Should the changes stick, Tabello estimates that the current number of billboards will be reduced by half over the next few decades.

—*Anne Elizabeth Moore*



THE PROGRESSIVE

mitted at City Council
ate 6/16/10 Item 84
Judd Farlow

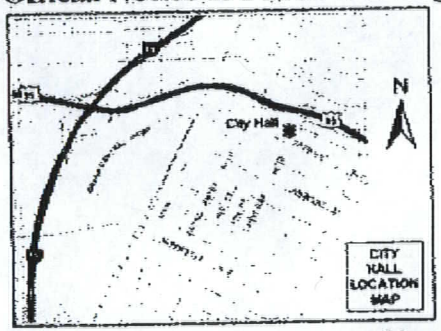
**NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL**

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
$ 00.41
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.

**RQR-34682**

Planning Commission Meeting of 7/23/2009

Case: RQR-34682

13931712004
HERRICK WILLIAM M
708 SHOOTING STAR ST
LAS VEGAS NV 89107-4356

EAVDP11 89107

23P

City of Las Vegas Agenda Item No.: **85.**

## *AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT*

**CITY COUNCIL MEETING OF: JUNE 16, 2010**

**DEPARTMENT: PLANNING & DEVELOPMENT**
**DIRECTOR: M. MARGO WHEELER** ☐ **Consent** ☒ **Discussion**

**SUBJECT:**

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

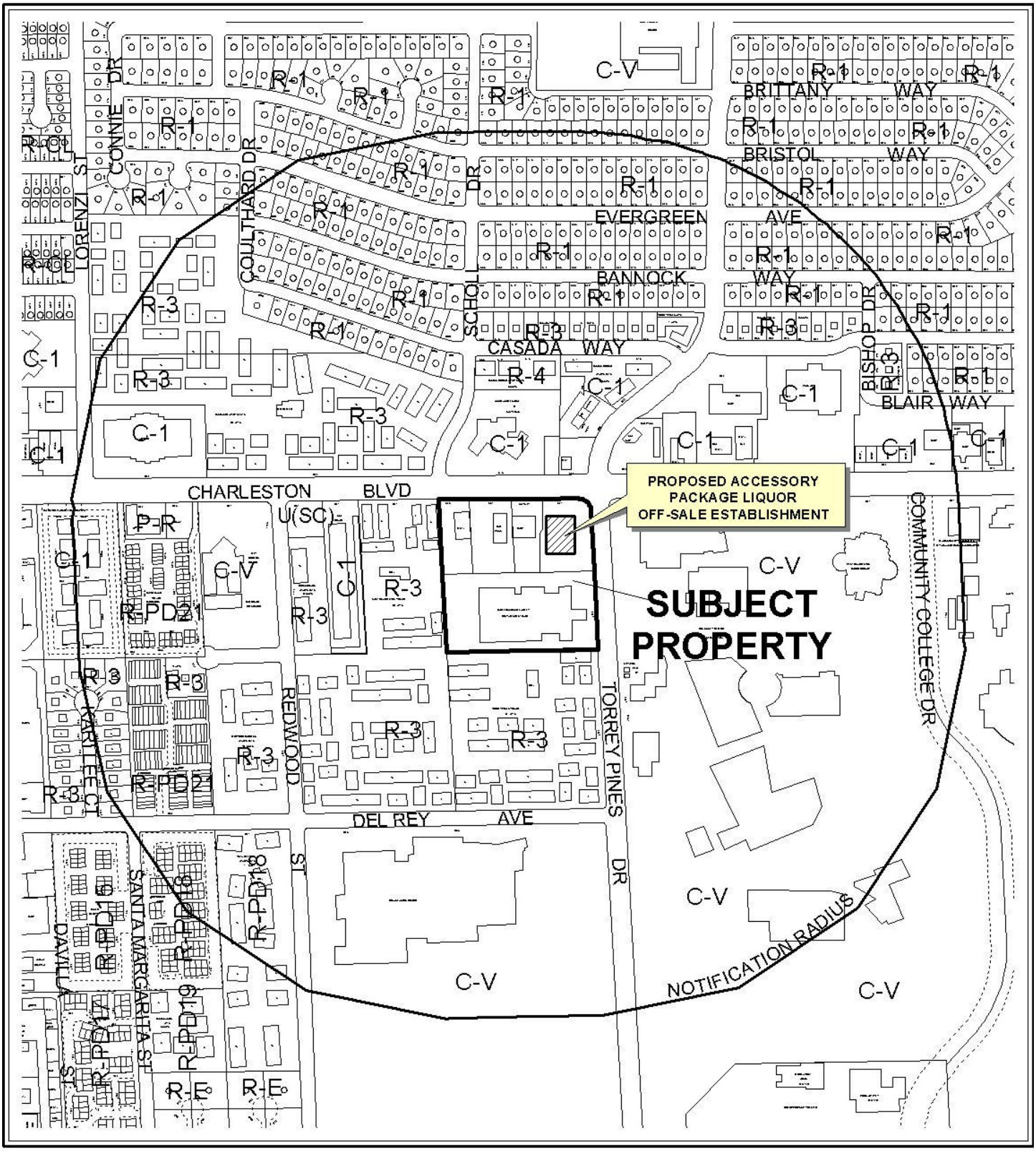
| **PROTESTS RECEIVED BEFORE:** | | **APPROVALS RECEIVED BEFORE:** | |
|---|---|---|---|
| **Planning Commission Mtg.** | **6** | **Planning Commission Mtg.** | **5** |
| **City Council Meeting** | **6** | **City Council Meeting** | **2** |

**RECOMMENDATION:**

The Planning Commission (5-0 vote) and Staff recommend APPROVAL, subject to conditions:

**BACKUP DOCUMENTATION:**

1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest Postcards/Letter and Support Postcards
7. Submitted after Final Agenda – Abeyance Request Letter by Lionel Sawyer and Collins
8. Backup referenced from the April 22, 2010 Planning Commission Meeting Item SUP-37603




0 500 1000 Feet

**CASE:** **SUP-37603**

**RADIUS:** 1500 FT

**ZONING OF SUBJECT PROPERTY:** C-1 (LIMITED COMMERCIAL)

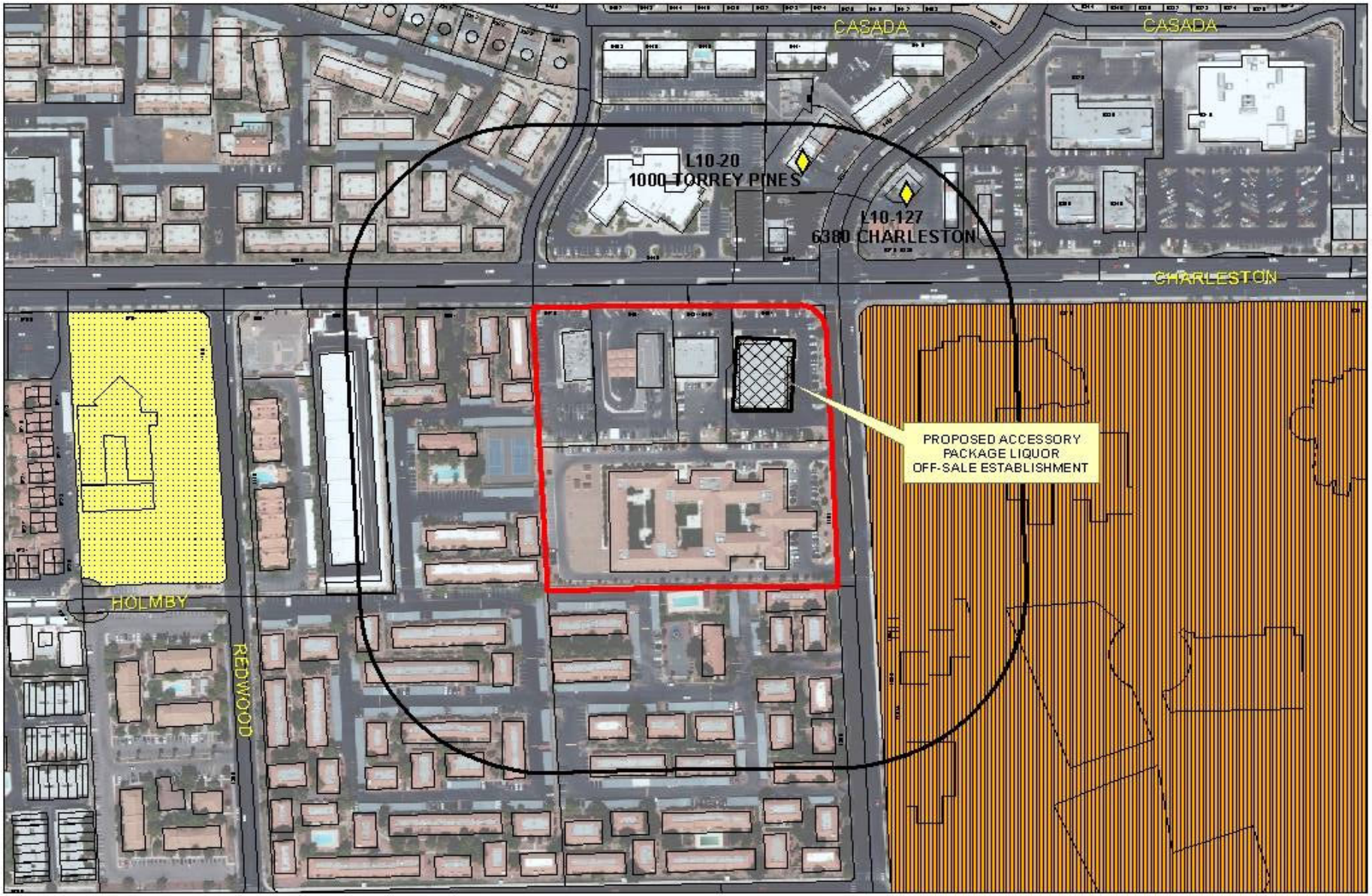
N

0 500 1000 Feet

**CASE:** **SUP-37603**

**RADIUS:** 1500 FT

**ZONING OF SUBJECT PROPERTY:** C-1 (LIMITED COMMERCIAL)




**SUP-37603**

**Business Licenses**

- Child Care/ Children Facility
- Beer/Wine/Cooler On Sale
- Beer/Wine/Cooler Off Sales
- Beer/Wine/Cooler On-Off Sale
- Package Liquor Sales
- Supper Club/ Restaurant Service Bar
- Tavern
- RELIGIOUS
- CITY PARKS
- SCHOOLS
- Subject Property
- 400 foot buffer

N

City of Las Vegas

## AGENDA MEMO

**CITY COUNCIL MEETING DATE: JUNE 16, 2010**
**DEPARTMENT: PLANNING AND DEVELOPMENT**
**ITEM DESCRIPTION: APPLICANT: WALGREEN CO. - OWNER: VILLAGE/TORREY PINES PARTNERS, LP**

***THIS ITEM WAS HELD IN ABEYANCE FROM THE JUNE 16, 2010 CITY COUNCIL MEETING AT THE REQUEST OF COUNCIL.***

## ** STAFF RECOMMENDATION(S) **

The Planning Commission (5-0 vote) and Staff recommend APPROVAL, subject to conditions:

| *CASE NUMBER* | *RECOMMENDATION* | *REQUIRED FOR APPROVAL* |
|---|---|---|
| **SUP-37603** | Staff recommends APPROVAL. | N/A |

## ** CONDITIONS **

# SUP-37603 CONDITIONS

***Planning and Development***

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Retail Establishment with Accessory Package Liquor Off-Sale use.

2. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. Approval of this Special Use Permit does not constitute approval of a liquor license.

4. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

5. All beer and wine coolers shall remain in their original manufacturer's configuration of four- or six-packs.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

**Staff Report Page One**
**June 16, 2010 - City Council Meeting**

# ** STAFF REPORT **

## PROJECT DESCRIPTION

This is a request for a Special Use Permit for a 47 square-foot Retail Establishment with Accessory Package Liquor Off-Sale use within an existing 9,057 square-foot Retail Establishment at 6401 West Charleston Boulevard. The applicant requests a waiver for the proposed Accessory Package Liquor Off-Sale use because the subject site is located within 72 feet of the College of Southern Nevada. The proposed use will not require any additional parking beyond that which is required for the principal use on the site. No more than 10 percent of the retail floor space is devoted to alcoholic beverage sales. This site location is well suited for this use, and the existing establishment meets the minimum Special Use Requirements; therefore, staff recommends approval. If this request is denied, no alcohol may be sold on the premises without approval of another Special Use Permit.

## ISSUES

- The waiver is not needed, as the college of Southern Nevada does not meet the Title 19 definition of "school."
- Accessory Package Liquor Off-Sale is ancillary to the sale of groceries, and is limited to no more than 10 percent of the retail floor space. The applicant is dedicating 0.51 percent of the retail floor space to the sale of alcohol.

## BACKGROUND INFORMATION

| ***Related Relevant City Actions by P&D, Fire, Bldg., etc*** | |
|---|---|
| 11/01/95 | The City Council approved a request (Z-0068-95) for Zoning Reclassification at 6401 West Charleston Boulevard. Planning Commission recommended approval of the request. |
| 04/22/10 | The Planning Commission (5-0 vote) recommended APPROVAL (PC Agenda Item #9/ao). |

| ***Most Recent Change of Ownership*** | |
|---|---|
| 07/29/96 | A deed was recorded for a change in ownership. |

| *Related Building Permits/Business Licenses* | |
|---|---|
| 08/14/96 | A building permit (#96016645) was issued for a new building at 6401 West Charleston Boulevard. The license was completed on 11/25/96. |
| 07/17/96 | A building permit (#96014349) was issued for onsite improvement at 6401 West Charleston Boulevard. The license expired on 06/21/97. |
| 12/13/96 | A business license application (C05-01794) was issued for cigarette sales at 6401 West Charleston Boulevard. The license is still active. |
| 12/13/96 | A business license application (D11-00140) was issued for a drug store at 6401 West Charleston Boulevard. The license is still active. |
| 07/18/08 | A business license application (Q04-00078) was issued for a pharmacy firm at 6401 West Charleston Boulevard. The license is still active. |

| *Pre-Application Meeting* | |
|---|---|
| 02/11/10 | A pre-application meeting was held with the applicant where elements of submitting a Special Use Permit were discussed. Topics included:<br>• The project meets the 400 foot distance separation.<br>• The applicant must provide calculations on the floor plan to indicate, that the Accessory Package Liquor Off-Sale will occupy no more than 10% of the retail floor space.<br>• No additional Parking is required beyond that which is required for the principal use(s) on the site. |

| *Neighborhood Meeting* |
|---|
| A neighborhood meeting is not required, nor was one held. |

| *Field Check* | |
|---|---|
| 03/18/10 | A site inspection was conducted by staff with the following observations:<br>• The site was noted as a well maintained commercial development.<br>• There is an unpermitted banner sign is installed on the building façade facing Charleston Boulevard. The violation has been referred to Code Enforcement. |

| *Details of Application Request* | |
|---|---|
| *Site Area* | |
| Net Acres | 1.43 |

| *Surrounding Property* | *Existing Land Use Per Title 19.04* | *Planned or Special Land Use Designation* | *Existing Zoning District* |
|---|---|---|---|
| Subject Property | Commercial Center | S-C (Service Commercial) | C-1 (Limited Commercial) |
| North | Restaurant Establishment | S-C (Service Commercial) | C-1 (Limited Commercial) |
| South | Nursing Facility | S-C (Service Commercial) | C-1 (Limited Commercial) |
| East | School | PF (Public Facility) | C-V (Civic) |
| West | Retail Establishments. | S-C (Service Commercial) | C-1 (Limited Commercial) |

| *Master Plan Areas* | *Yes* | *No* | *Compliance* |
|---|---|---|---|
| **Master Plan Area** | | X | N/A |

| *Special Purpose and Overlay Districts* | *Yes* | *No* | *Compliance* |
|---|---|---|---|
| **Special Purpose and Overlay Districts** | | X | N/A |
| **Trails** | | X | N/A |
| **Rural Preservation Overlay District** | | X | N/A |
| **Las Vegas Redevelopment Plan Area** | | X | N/A |
| **Development Impact Notification Assessment** | | X | N/A |
| **Project of Regional Significance** | | X | N/A |

**DEVELOPMENT STANDARDS**

***Pursuant to Title 19.10, the following parking standards apply:***

| *Parking Requirement* | | | | | | | |
|---|---|---|---|---|---|---|---|
| | *Gross Floor Area or Number of Units* | *Required* | | | *Provided* | | *Compliance* |
| | | | *Parking* | | *Parking* | | |
| *Use* | | *Parking Ratio* | Regular | Handi-capped | Regular | Handi-capped | |
| General Retail Store, Other than Listed (3,500 Square feet or More) | 9,057 SF | 1:175 | 49 | | 67 | | Y |
| **TOTAL SPACES REQUIRED** | | | 52 | | 71 | | Y |
| **TOTAL (With Handicapped)** | | | 49 | 3 | 67 | 4 | Y |

## ANALYSIS

The applicant is proposing an Accessory Package Liquor Off-Sale use as a part of a proposed Retail Establishment at 6401 West Charleston Boulevard. No additional parking beyond that which is required for the principal use on the site is required as a result of the addition of this use. The applicant requests a waiver to allow a 72-foot distance separation from the property line of the subject site to a school, where 400 feet is required. However, per Title 19 a school is defined as "an institiution that provides kindergarten through 12th grade eduation." The College of Southern Nevada is an institution of higher learning and is not classified as a "school"; therefore, a waiver is not needed and staff recommends approval.

## FINDINGS (SUP-37603)

In order to approve a Special Use Permit application, per Title 19.18.060 the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The proposed Accessory Package Liquor Off-Sale use will be located within the existing retail Establishment and it is an accessory use, taking up 0.519 of the retail floor space. The proposed use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site is physically suitable for the type and intensity of the proposed use. There is no additional parking requirement for the Retail Establishment with Accessory Package Liquor Off-Sale use other than that which is required for the principal use on site.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   Site access is provided from Charleston Boulevard, a 100-foot Primary Arterial, and Torrey Pines Drive, an 80-foot Secondary Collector as designated in the Master Plan of Street and Highways. These streets are of sufficient size to accommodate the needs of the proposed Accessory Package Liquor Off-Sale use.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

Approval of the proposed Special Use Permit will not compromise the public health, safety and general welfare, as the use will be subject to regular inspections for business licensing.

**5. The use meets all of the applicable conditions per Title 19.04.**

The proposed use will be located within an existing Retail Establishment and complies with minimum Special Use Permit requirements.

**NEIGHBORHOOD ASSOCIATIONS NOTIFIED** 8

**NOTICES MAILED** 547 (By City Clerk)

**APPROVALS** 5

**PROTESTS** 6

# PLANNING & DEVELOPMENT DEPARTMENT

## STATEMENT OF FINANCIAL INTEREST

Case Number: SUP-37603 APN: 163-02-114-002

Name of Property Owner: Village Torrey Pines Partners LP

Name of Applicant: Walgreen Co.

Name of Representative: Lionel Sawyer & Collins

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Village / Torrey Pines Partners L.P.
By: VPGP, Inc. its general partner
Signature of Property Owner: Debra L. Perry

Print Name: Debra L. Perry
Vice President

Subscribed and sworn before me

This 28th day of October, 2009

_____
Notary Public in and for said County and State

DONA GOMEZ
COMM. # 1788637
NOTARY PUBLIC - CALIFORNIA
CITY & COUNTY OF SAN FRANCISCO
MY COMM. EXP. FEB. 8, 2012

RECEIVED
MAR 08 2010



#3915

PLANNING & DEVELOPMENT

# PLANNING & DEVELOPMENT DEPARTMENT

DEVELOPMENT SERVICES CENTER

## APPLICATION / PETITION FORM

**Application/Petition For:** SUP: Retail Establishment with Accessory Package Liquor Off-Sale

**Project Address (Location)** 6401 West Charleston Boulevard

**Project Name** Walgreens **Proposed Use** Drug Store (existing)

**Assessor's Parcel #(s)** 163-02-114-002 **Ward #** 1

**General Plan:** existing XX proposed ____ **Zoning:** existing C-1 proposed ____

**Commercial Square Footage** ____ **Floor Area Ratio** ____

**Gross Acres** ____ **Lots/Units** ____ **Density** ____

**Additional Information** ____

**PROPERTY OWNER** Village/Torrey Pines Partners LP **Contact** Chris Phipps @ Village Prop.

**Address** 121 Spear Street, Ste 250 **Phone:** (415) 546-9373 **Fax:** (415) 227-2228

**City** San Francisco **State** CA **Zip** 94105

**E-mail Address** none

**APPLICANT** Walgreen Co. **Contact** Rebecca Lidskin, Attorney

**Address** 104 Wilmot Road, M.S. #1420 **Phone:** (847) 315-4651 **Fax:** (847) 315-4825

**City** Deerfield **State** Illinois **Zip** 60015

**E-mail Address** Rebecca.Lidskin@walgreens.com

**REPRESENTATIVE** Lionel Sawyer & Collins **Contact** Jennifer Roberts

**Address** 300 South Fourth Street #1700 **Phone:** (702) 383-8946 **Fax:** (702) 671-2490

**City** Las Vegas **State** Nevada **Zip** 89101

**E-mail Address** jroberts@lionelsawyer.com

Village/Torrey Pines Partners, LP
By VPGP, Inc., its general partner

**Property Owner Signature*** Debra L. Perry

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

**Print Name** Debra L. Perry
Vice President

Subscribed and sworn before me

This 28th day of October, 20 09.

Notary Public in and for said County and State

DONA GOMEZ
COMM. # 1788637
NOTARY PUBLIC - CALIFORNIA
CITY & COUNTY OF SAN FRANCISCO
MY COMM. EXP. FEB. 8, 2012

*FOR DEPARTMENT USE ONLY*

| | |
|---|---|
| Case # | SUP-37603 |
| Meeting Date: | 4/22/10 |
| Total Fee: | $ 1280.00 |
| Date Received:* | 3/8/10 |
| Received By: | |

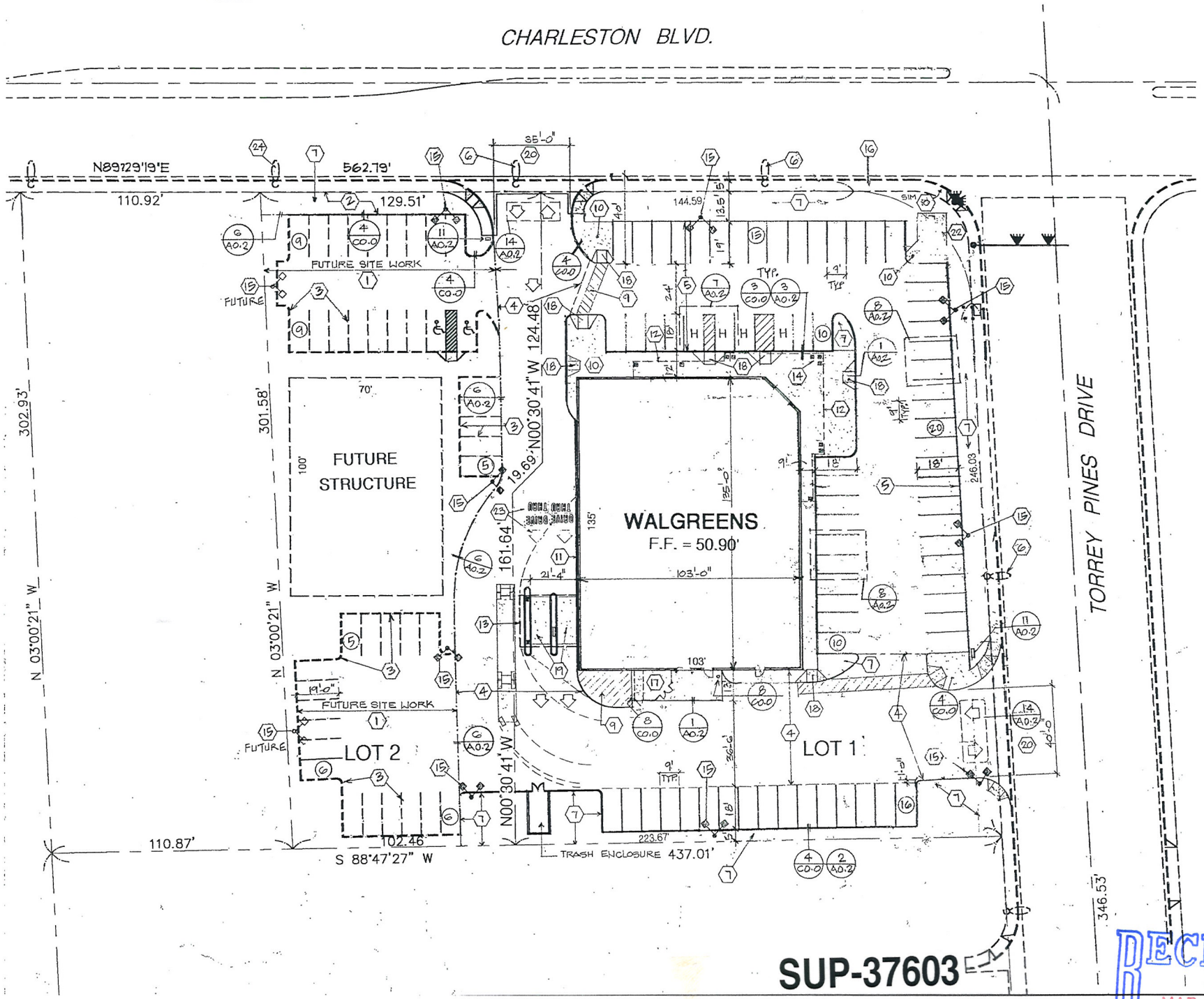
*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

RECEIVED
MAR 08 2010

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

#3915




SUP-37603
04/22/10 PC

RECEIVED
MAR 08 2010

**Walgreens**
FACILITIES PLANNING, DESIGN, & ENGINEERING
106 WILMOT ROAD
DEERFIELD, IL 60015-4616

| NO. | DATE | BY | DESCRIPTION | CONST |
|---|---|---|---|---|

REVISIONS

CERTIFICATION AND SEAL

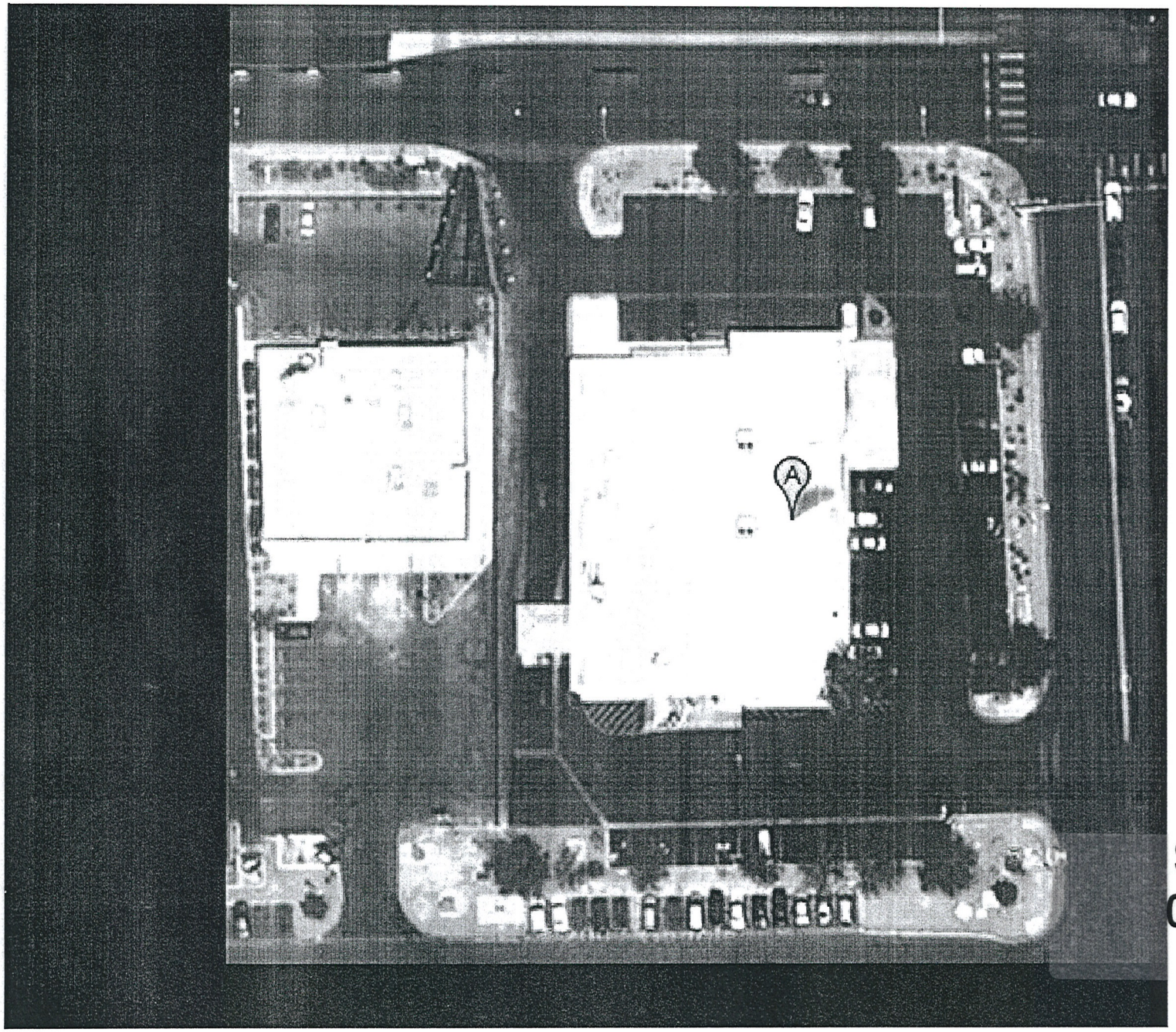
I HEREBY CERTIFY THAT THIS PLAN AND SPECIFICATION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT OR ENGINEER UNDER THE LAWS OF THE STATE OF XXXXXXXX AS SIGNIFIED BY MY HAND AND SEAL.

STORE NUMBER 03915

PROJECT NAME
WALGREENS STORE
6401 W CHARLESTON BLVD
LAS VEGAS, NV

DRAWING TITLE
SITE PLAN

| | | |
|---|---|---|
| CADD PLOT: 03915-A01-BW-16NOV09 | SCALE: 1"=20'-0" | DRAWING NO. |
| VOID PLOT: | DRAWN BY: K.TIMMERMANN COS | A0.1 |
| SUPERSEDES PLAN DATED: | DATE: 11-16-09 REVIEWED BY: | OF DWGS. |



SUP-37603
04/22/10 PC

RECEIVED
MAR 08 2010

**Walgreens**
FACILITIES PLANNING, DESIGN, & ENGINEERING
106 WILMOT ROAD
DEERFIELD, IL 60015-4616

| NO. | DATE | BY | DESCRIPTION | CONST |
|---|---|---|---|---|

REVISIONS

CERTIFICATION AND SEAL

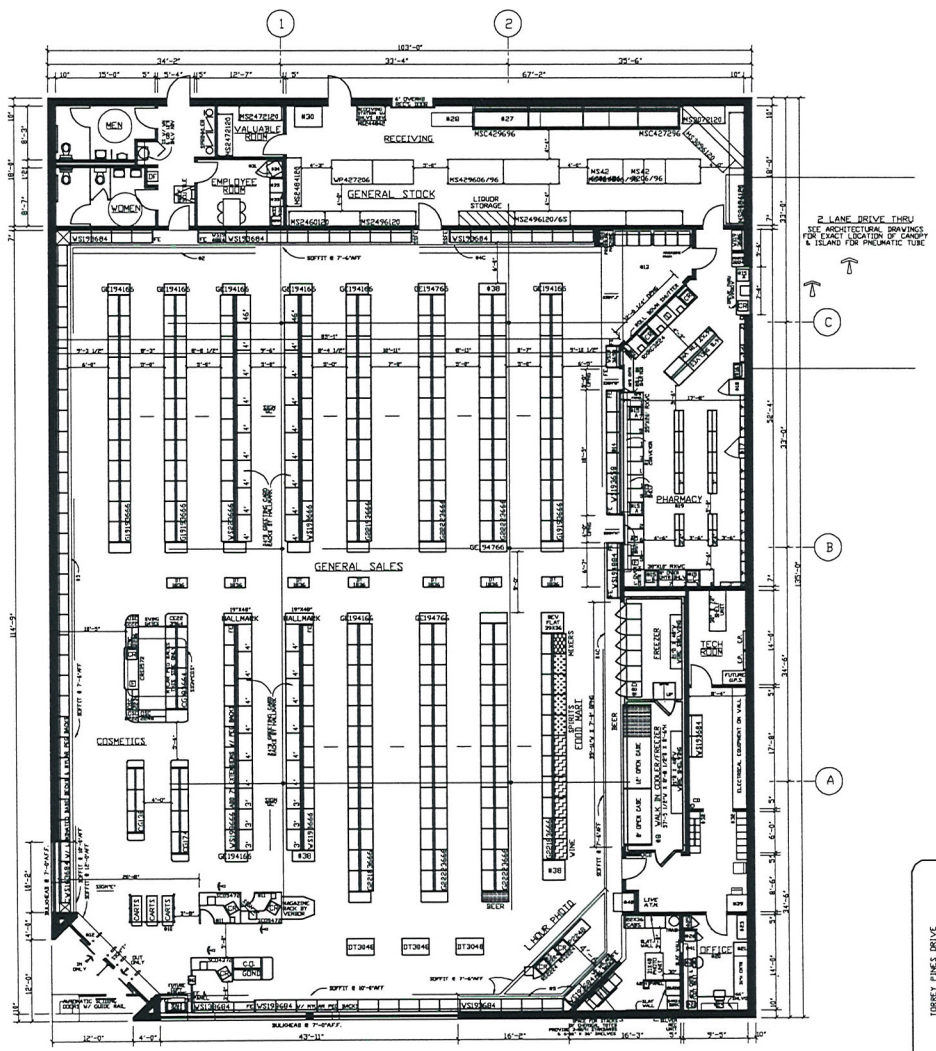
I HEREBY CERTIFY THAT THIS PLAN AND SPECIFICATION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT OR ENGINEER UNDER THE LAWS OF THE STATE OF XXXXXXXX AS SIGNIFIED BY MY HAND AND SEAL.

STORE NUMBER 03915

PROJECT NAME
WALGREENS STORE
6401 W CHARLESTON BLVD
LAS VEGAS, NV

DRAWING TITLE
LANDSCAPE PLAN

| | | |
|---|---|---|
| CADD PLOT: 0_01SLT-1-BW-16NOV09 | SCALE: 1"=20'-0" | DRAWING NO. |
| VOID PLOT: | DRAWN BY: K. THALMANN COS | L1 |
| SUPERSEDES PLAN DATED: | DATE: 11-16-09 | |
| | REVIEWED BY: | |




## INTERIOR HANGING SIGNS

GENERAL SALES AREA:
ALL SIGNS AND AISLE MARKERS @ 9'-6" AFF UNLESS OTHERWISE NOTED.

SIGN "C" CHECKOUT/THANK YOU
SIGN "E" ENTRANCE/EXIT
SIGN "L" LIQUOR/THANK YOU
SIGN "T" STORE HOURS SIGN
SIGN "GC" GREETING CARD CUBIC
SIGN "COS" COSMETIC HANGING CUBIC 8' X 8' X 30"H @ 8'-0" AFF
SIGN "SB" SAN BRUNO CHECKOUT LANE #
SIGN "N" SAN BRUNO PHOTO

PHARMACY DEPARTMENT:
REFER TO FIXTURE PLAN FOR REQUIRED SIGNS
SIGN "J" PICK UP PRESCRIPTIONS
SIGN "K" DROP OFF PRESCRIPTIONS
SIGN "Q" CONSULTATION WINDOW

ATTACH SIGNS TO UNDERSIDE OF SOFFIT. REFER TO FIXTURE PLAN FOR SIGN LOCATION. PROVIDE (2) HOLLOW WALL ANCHORS PER SIGN. SCREW THREADED EYEBOLT INTO ANCHOR. HANG SIGNS FROM EYEBOLTS WITH "S" HOOKS.

## GENERAL NOTES

GENERAL SALES AREA:
1. SEE PROJECT DATA FOR FIXTURE MANUFACTURER
2. SECURITY MIRROR ON SOFFIT OF REAR WALL
3. COSMETIC CORNICE
4. PLASTIC "FL" CORNICE SPECIFIED ON THIS DRAWING TO BE SOFFIT MOUNTED. CORNICE INSERTS TO BE CORRESPONDING WITH WALL ABOVE AND NOTED AS FOLLOWS: #4A-DARK ROSE, #4B-BROWN, #4C-DARK BLUE, #4D-DARK RED
5. PHOTO CORNICE
6. CANDY SCALE SHELF
7. REFRIGERATION: 3' SPACE BEHIND CASES
   A. MASTER-RS, 1 - 3 DOOR MEDIUM TEMP CASE, BMG-60; 84"W X 34.5"D X 78.5"H
   B. MASTER-RS, 1 - 3 DOOR LOW TEMP CASE, BLG-60; 84"W X 34.5"D X 78.5"H
   C. MASTER-RS, 1 - 2 DOOR MEDIUM TEMP CASE, BMG-52; 56"W X 34.5"D X 78.5"H
   D. MASTER-RS, 1 - 2 DOOR LOW TEMP CASE, BLG-52; 56"W X 34.5"D X 78.5"H
   E. MASTER-RS, 1 - 2 DOOR PICK-UP BOX TLG-32; 36"W X 24.5"D X 78.5"H
   F. MASTER-RS, 1 - WINE COOLER WRB-500; 70"W X 31"D X 76"H
   G. MASTER-RS, 1 - WALK-IN COOLER PROVIDE
      --- #1000R COOLMASTER DOORS
      26 3/4" X 7'3" EACH AND
      6 #100FR FREEZERMASTER DOORS
      26 3/8" X 7'3" EACH BY ANTHONY.
   A. __ DOORS: 3 PER EACH DOOR PROVIDE (2) 7' REV-O-FLOW GRAVITY SHELVES UPPER (5) WITH SLIDES AND LOWER (2) WITH ROLLERS COMPLETE WITH UPRIGHTS.
   B. __ DOORS: FOR EACH DOOR PROVIDE (7) 26"D ANTHONY WINE SHELVES AND (4) 84" POSTS.
   C. __ DOORS: 3' ROLLER CONVEYOR AT FLOOR LEVEL
   D. 6 DOORS: FOR EACH DOOR PROVIDE (8) 26"D ANTHONY SHELVES
   E. __ DOORS: FOR EACH DOOR PROVIDE (2) 26"D ANTHONY SHELVES AND (4) 36"D MERCHANDISER SHELVES
   F. __ DOORS: 3' DOUBLE DECK ROLLER CONVEYOR
   G. __ DOORS: FOR EACH DOOR PROVIDE (2) MOBILE ICE MERCHANDISERS
9. ICE CHEST BY VENDOR: APPROX. 50 X 24 X 70
10. RAILINGS TO BE 40"H DOUBLE LINE RAILS
11. FREE STANDING CHECKOUTS TO HAVE A GATE AND 36"H SIDE SCREEN. PROVIDE A 6"H DARK BROWN VINYL BASE AT ALL CHECKOUTS
12. ELECTRONIC ARTICLE SURVEILLANCE SYSTEM
PHARMACY DEPARTMENT:
13. RX WAITING ROOM
   (6) SEATS
   (1) TABLE LAMP (WHEN SHOWN)
   (1) MAGAZINE RACK LOCATE AT 42" AFF
   (2) PIECES OF ARTWORK (SEE CSE. INTERIOR ELEVATION FOR LOCATIONS)
14. FIXED GLASS PANELS (OPENING CSE. ABOVE DWGS)
15. COMPUTER TERMINAL
   15M: INTERCOM PLUS TERMINAL
   15I: INTERCOM TERMINAL
   15C: TRAINING TERMINAL
16. RX SINK AND CABINET
17. CRX CABINET
18. RX REFRIGERATOR
19. PROVIDE A CARPETED FLOOR WITH A RUBBER RUNNER. RX UNDERCOUNTER INSERTS:
   #1 - RX 3 DRAWER VIAL UNIT
   #2 - RX 3 DRAWER FILE INSERT
   #3 - RX OPEN UNIT
   #5 - RX PRINTER CABINET
   #6 - RX 5 DRAWER FILE INSERT
   #7 - RX OPEN UNIT W/ CPU SHELF
   #8 - RX PRINTER INSERT
   #9 - RX COMMUNICATION CABINET
OFFICE:
20. PROVIDE TILED FLOOR & VINYL WALLCOVERING
21. UNDER COUNTER SHELF UNIT
22. COMPUTER PRINTER
23. LATERAL FILE
24. ADMINISTRATION TERMINAL
25. TILL LOCKER
26. SAFE
STOCKROOM
27. GRAVITY CONVEYOR
28. MEST-A-FLEX CONVEYOR
29. MOVER ROLLER CONVEYOR
30. BALER 78"W X 24"D X 78"H
EMPLOYEE ROOM
31. (1) TABLE & (4) CHAIRS PROJECT PROVIDED BY WALGREENS
32. EMPLOYEE LOCKERS: (1) 7'V & (1) 6'V X 18"D
33. (2) 24"W X 18"D EMPLOYEE LOUNGE COUNTER
34. EMPLOYEE ROOM REFRIGERATOR
35. (2) SUNDRIES CABINETS: 24"V X 23"D X 32.25"H (BENEATH COUNTER #33).
36. 7'-0" MIRROR ON WALL ABOVE COUNTER
MISC:
37. (1) ELECTRICAL OUTLET FOR FUTURE USE
38. VENDOR RACKS: REMOVE BASE DECK & SHOES; END PANEL TO REMAIN.
39. EMPLOYEE TRAINING CABINET & 2 CHAIRS
40. PROVIDE 2'0 X 3'W X 7'-6"H DISPLAY FOR ATM. (SEE ARCHITECTURAL DRAWINGS FOR DETAIL)
41. PROVIDE 18"W X 20"H OPNG. W/ ONE-WAY GLASS 52"AFF (VIEWED FROM OFFICE)

| EXECUTIVE APPROVAL | | DATE |
|---|---|---|
| EXEC. VICE PRESIDENT DRUG STORE OPERATIONS | G.S.KRAISS | 12-22-95 |
| SR. VICE PRESIDENT FACILITIES DEVELOPMENT | W.A.SHIEL | 12-22-95 |
| VICE PRESIDENT DRUG STORE OPERATIONS | J.B.KARLIN | 01-02-96 |
| REGIONAL VICE PRESIDENT | | |
| SR. MANAGER PLANNING & DESIGN | J.L.HAYES | 12-22-95 |

**Walgreens**
FACILITIES PLANNING AND DESIGN
200 WILMOT ROAD DEERFIELD, IL 60015
708-940-2500

PROJECT DATA

| TYPE | | | | | |
|---|---|---|---|---|---|
| NEW LOCATION | ☒ | GENERAL SALES | ☒ | FOOD MART | ☒ |
| NEW LOCATION EXIST'G BLDG. | ☐ | PHARMACY | ☒ | BEER | ☐ |
| REMODEL | ☐ | LIQUOR | ☐ | SECURITY | ☐ |
| | | 1 HOUR PHOTO | ☒ | 24 HOUR STORE | ☐ |

SQUARE FOOT AREA SUMMARY

| DEPARTMENT | | SALES | STOCK | SERVICE | TOTAL EXIST'G | TOTAL NEW |
|---|---|---|---|---|---|---|
| GEN. SALES | EXIST | | | | | |
| | NEW | 9057 | 1662 | 1277 | | 11996 |
| LIQ. | EXIST | | | | | |
| | NEW | | | | | |
| BEER | EXIST | | | | | |
| | NEW | | | | | |
| 1 HR. PHOTO | EXIST | | | | | |
| | NEW | 225 | | | | 225 |
| BSMT. | EXIST | | | | | |
| | NEW | | | | | |
| MEZZ-ANINE | EXIST | | | | | |
| | NEW | | | | | |
| RX & WAITG | EXIST | | | | | |
| | NEW | 984 | | | | 984 |
| FOOD MART | EXIST | | | | | |
| | NEW | 700 | | | | 700 |
| TOTAL EXIST | | | | | | |
| TOTAL NEW | | 10966 | 1662 | 1277 | | 13905 |

TOTAL AREA FIRST FLOOR 13905 SQ. FT.
TOTAL AREA OTHER LEVELS 0 SQ. FT.
GROSS AREA INCLUDING ALL DEPARTMENTS AND ALL LEVELS 13905 SQ. FT.
RX SHELVING LINEAL FEET 112 LIN. FT.
RX SQUARE FOOT AREA 798 SQ. FT.

FIXTURE MANUFACTURER

KICHLER/MYERS ☐ MADIX/MYERS ☐ LOZIER/STONECRAFT ☒

REVISIONS

| NO. | DATE | BY | DESCRIPTION | CONST. |
|---|---|---|---|---|
| 1 | 1-19-96 | W.B. | MERCH. AND SHELF SPACING ADDED. | |

CERTIFICATION AND SEAL

I HEREBY CERTIFY THAT THIS PLAN AND SPECIFICATION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT OR ENGINEER UNDER THE LAWS OF THE STATE OF NEVADA. AS SIGNIFIED BY MY HAND AND SEAL.

PROJECT NAME
TORREY PINES & CHARLESTON
LAS VEGAS, NEVADA

DRAWING TITLE
FIXTURE PLAN

DATE: 12-19-95 STORE NO. 045-03915 DRAWING NO. D1
DRAWN BY: BELLAMY SCALE: 1/8"=1'-0"
CADD PLOT: F039105101 RELEASED TO CONSTRUCTION
MICRO PLOT: 039105101 OF DWGS.

01-15-96
EXCISION OFF, PER PHOTO UPDATES; REVISED BASE PROF. DECK & ADDED ANGLE IRON SUPPORT IN OFFICE. REVISE WALLMARK EXISTS & QC SIGNS, PER MERCH. REVISE CART RAILS.

03-06-96
FIRST CHECK SET; ADD EMPLOYEE ROOM REVISIONS PER VS FOR LIVE ATA.

01-15-96
AS-BUILT SET, PHOTO UPDATES, REVISED SOFFIT HEIGHTS & LAYOUTS IN VESTIBULES, V1090V-ADD RX SIGNS ADD WALLMARK FIXTS.

2436

SUP-37603

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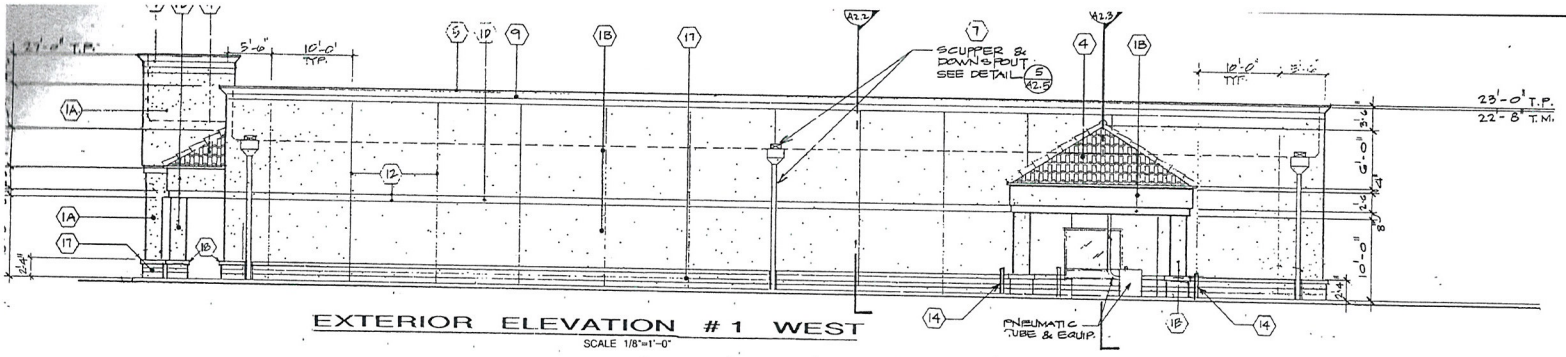
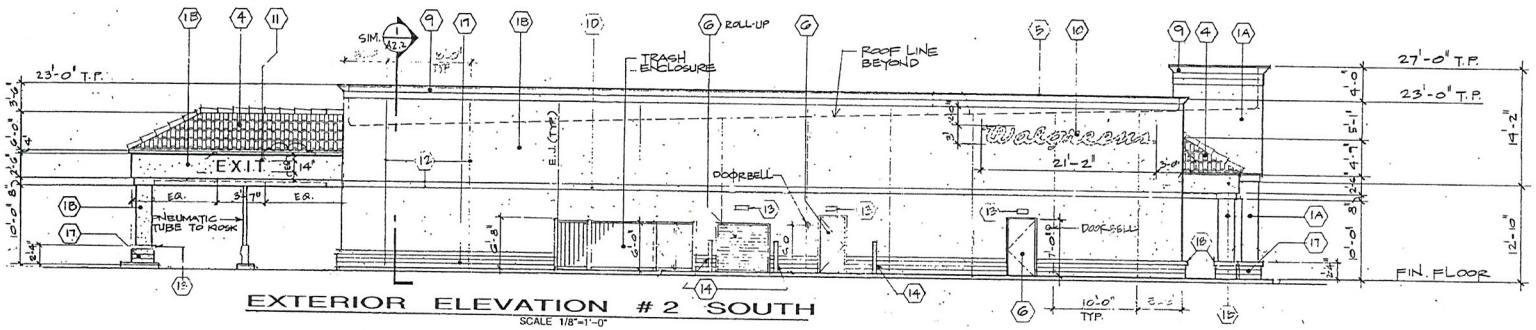


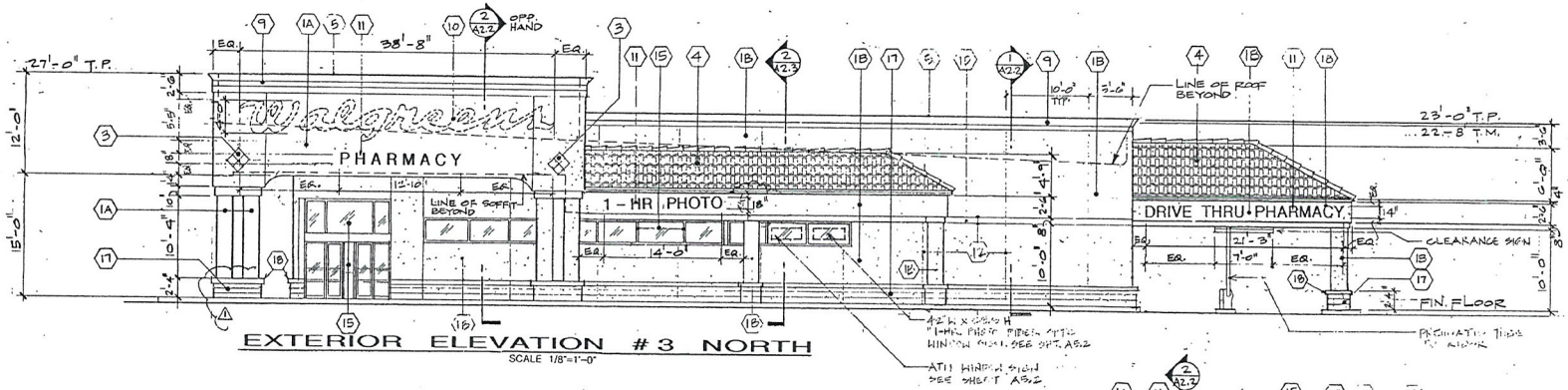

EXTERIOR ELEVATION # 1 WEST

SCALE 1/8"=1'-0"



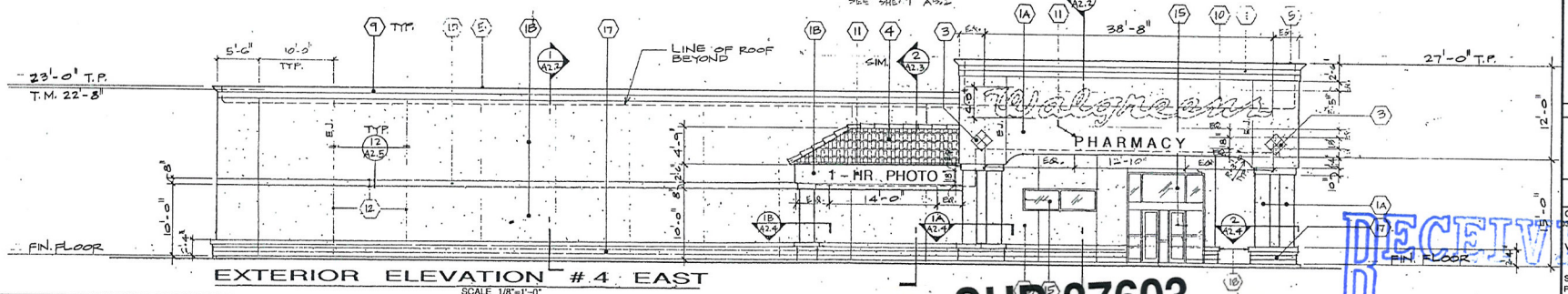

EXTERIOR ELEVATION # 2 SOUTH

SCALE 1/8"=1'-0"




EXTERIOR ELEVATION # 3 NORTH

SCALE 1/8"=1'-0"




EXTERIOR ELEVATION # 4 EAST

SCALE 1/8"=1'-0"

**SUP-37603**

**04/22/10 PC**

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MAR 08 2010

**Walgreens**

FACILITIES PLANNING, DESIGN, & ENGINEERING
106 WILMOT ROAD
DEERFIELD, IL 60015-4616

| NO. | DATE | BY | DESCRIPTION | CONST |
|---|---|---|---|---|

REVISIONS

CERTIFICATION AND SEAL

I HEREBY CERTIFY THAT THIS PLAN AND SPECIFICATION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT OR ENGINEER UNDER THE LAWS OF THE STATE OF XXXXXXXX AS SIGNIFIED BY MY HAND AND SEAL.

STORE NUMBER 03915

PROJECT NAME
WALGREENS STORE
6401 W CHARLESTON BLVD
LAS VEGAS, NV

DRAWING TITLE
EXTERIOR ELEVATIONS

CADD PLOT: 03915 A21 BW 16NOV09
VOID PLOT:
SUPERSEDES PLAN DATED:

SCALE: AS SHOWN
DRAWN BY: K. THALMANN COS
DATE: 11-16-09
REVIEWED BY:

DRAWING NO. A2.1

OF DWGS

SUP-37603 - APPLICANT: WALGREEN CO. - OWNER: VILLAGE/TORREY PINES PARTNERS, LP
6401 WEST CHARLESTON BOULEVARD

03/18/10

SUP-37603 - APPLICANT: WALGREEN CO. - OWNER: VILLAGE/TORREY PINES PARTNERS, LP
6401 WEST CHARLESTON BOULEVARD

03/18/10

# LIONEL SAWYER & COLLINS

ATTORNEYS AT LAW
1700 BANK OF AMERICA PLAZA
300 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101
(702) 383-8888
FAX (702) 383-8845
lsc@lionelsawyer.com
www.lionelsawyer.com

SAMUEL S. LIONEL
GRANT SAWYER
(1918-1996)
JON R. COLLINS
(1923-1987)
RICHARD H. BRYAN
JEFFREY P. ZUCKER
PAUL R. HEJMANOWSKI
ROBERT D. FAISS
DAVID N. FREDERICK
RODNEY M. JEAN
HARVEY WHITTEMORE
TODD TOUTON
CAM FERENBACH
LYNDA S. MABRY
MARK H. GOLDSTEIN
KIRBY J. SMITH
COLLEEN A. DOLAN
JENNIFER A. SMITH
DAN R. REASER
PAUL E. LARSEN
ALLEN J. WILT

LYNN S. FULSTONE
RORY J. REID
DAN C. McGUIRE
JOHN E. DAWSON
FRED D. "PETE" GIBSON, III
CHARLES H. McCREA JR.
GREGORY E. SMITH
MALANI L. KOTCHKA
LESLIE BRYAN HART
CRAIG E. ETEM
TODD E. KENNEDY
MATTHEW E. WATSON
SHAWN M. ELICEGUI
JOHN M. NAYLOR
WILLIAM J. McKEAN
ELIZABETH BRICKFIELD
GREGORY R. GEMIGNANI
LINDA M. BULLEN
LAURA J. THALACKER
DOREEN SPEARS HARTWELL
LAURA K. GRANIER
MAXIMILIANO D. COUVILLIER III

MICHAEL D. KNOX
ERIN FLYNN
JENNIFER ROBERTS
MEREDITH L. STOW
DOUGLAS A. CANNON
RICHARD T. CUNNINGHAM
MATTHEW R. POLICASTRO
JENNIFER J. DiMARZIO
PEARL L. GALLAGHER
CHRISTINE D. SMITH
SUSAN L. MYERS
BRIAN S. PICK
JENNIFER L. BRASTER
LUCAS J. TUCKER
CHRISTOPHER WALTHER

KEVIN J. HEJMANOWSKI
KETAN D. BHIRUD
LAUREN D. CALVERT
ROBERT W. HERNQUIST
CHRISTIAN HALE
TIMOTHY R. MULLINER
COURTNEY MILLER O'MARA
BRIAN H. SCHUSTERMAN
MOHAMED A. IQBAL, JR.
KELLY R. KICHLINE
MARK J. GARDBERG
ELIZABETH A. HIGH
JAMES B. GIBSON
GREG J. CARLSON
ABIGAYLE F. DANG

OF COUNSEL
RICHARD J. MORGAN*
ELLEN WHITTEMORE
CHRISTOPHER MATHEWS
MARK A. CLAYTON

*ADMITTED IN CA ONLY
WRITER'S DIRECT DIAL NUMBER:
(702)-383-8946
jroberts@lionelsawyer.com


March 8, 2010

**VIA HAND DELIVERY**

Planning and Development Department
City of Las Vegas
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

**RE:** ***Application for Special Use Permit & Waiver of Distance Restriction***

To Whom It May Concern:

I am writing on behalf of Walgreen Co. in support of the application for a special use permit and waiver of the distance restrictions to allow for the addition of accessory "off-sale" packaged beer, wine, and liquor at the premises of Walgreens at 6401 West Charleston Boulevard. The location is currently operating and licensed as a drug store.

This location is zoned C-1, Limited Commercial. The proposed sale of packaged liquor will not adversely affect nearby properties, as the business is located on the major commercial corridor of Charleston Boulevard and is adjacent to other commercial uses. There are numerous businesses along Charleston Boulevard that sell alcohol, so the proposed additional use would not be unique to the area. The addition of packaged alcoholic beverages would constitute a very minor portion of Walgreens' overall business at this location. As the site is zoned for commercial use, the sale of alcoholic beverages is appropriate. The site also currently complies with all other requirements pursuant to the City of Las Vegas Municipal Code.

Walgreen Co. recognizes that the College of Southern Nevada is located within 400 feet of the store. Accordingly, the company hereby respectfully requests a waiver

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SUP-37603
04/22/10 PC

of the distance restrictions since the Walgreens has less than 20,000 square feet of retail floor space and is separated from the school by a public right-of-way, Torrey Pines. However, if the width of the public right-of-way is determined to be less than 100 feet in width, Walgreens would contend that the definitions of public or private school in Chapter 19 of the Las Vegas Municipal Code only extends to schools consisting of grades K through 12. Thus, a waiver may not be necessary here.

Additionally, there would be minimal impact on the College of Southern Nevada by the addition of liquor because there is no on-campus housing, which means that the college is a commuter-campus with students only visiting for limited periods. Moreover, many students at the college are of legal drinking age, so the concern about minors frequenting the business would be diminished in this case. The location will not devote more than 10% of the retail floor space to the display or merchandising, so the presence of alcoholic beverages will be minimal, and the store will undertake measures to prevent minors from accessing the liquor.

With this special use permit, Walgreens will remain competitive with similar businesses by offering patrons the option to purchase packaged beer, wine, or liquor for consumption off-premises. Since this use is commonly found at similar drug and retail grocery stores in Las Vegas, there would be no variable impact on other businesses by allowing Walgreens to sell alcohol for the convenience of its customers at this location.

Furthermore, Walgreen Co. is a well-established national company with shares traded on the New York Stock Exchange. The company has over 60 stores in southern Nevada that maintain a low impact on neighboring properties. Walgreens will continue to maintain its high-level standard of operations, and the design, hours of operation, traffic generation, lighting, and noise at this location will remain unchanged with the issuance of a special use permit to allow for accessory packaged beer, wine, and liquor sales. This Walgreens location operates from 7:00 a.m. to midnight every day.

As Walgreens is currently operating and the addition of packaged beer, wine, and liquor for sale is compatible with the surrounding area, we respectfully request a special use permit and waiver of the distance restriction to a City park to allow for the addition of accessory "off-sale" packaged beer, wine, and liquor sales.

Please call me if you have any questions or need additional information.

Sincerely,

Jennifer Roberts

**SUP-37603**
**04/22/10 PC**

cc: Ms. Rebecca Lidskin

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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2010 MAY 11 A 11:04

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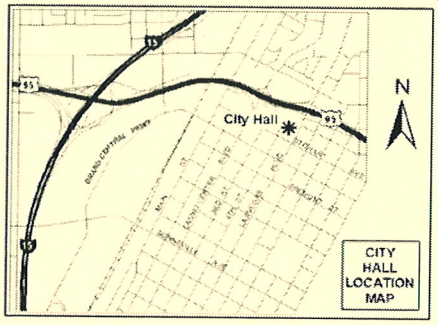
PITNEY BOWES
02 1M
0004279218
$ 00.41⁴
MAY 07 2010
MAILED FROM ZIP CODE 89101

**Return Service Requested**
**Official Notice of Public Hearing**




If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

**SUP-37603**

City Council Meeting of 5/19/2010

LARKIN RICHARD & LIDA
6417 EVERGREEN AVE
LAS VEGAS NV 89107-3454

APN#13835412041

CAVDS11 89107

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 MAY 07 2010
MAILED FROM ZIP CODE 89101

**Return Service Requested**
**Official Notice of Public Hearing**

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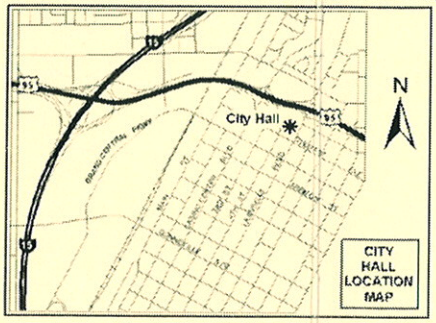
2010 MAY 13 A 11:17

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

**SUP-37603**

City Council Meeting of 5/19/2010

HU HUI YING
6713 W CHARLESTON BLVD #2
LAS VEGAS NV 89146-9220

APN#16302111004

CAVDS11 89146

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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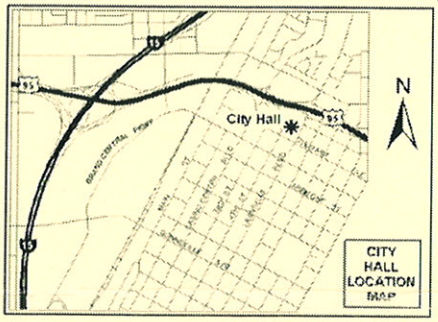
02 1M $ 00.41⁴
0004279218 MAY 07 2010
MAILED FROM ZIP CODE 89101

**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-37603**

City Council Meeting of 5/19/2010

TO CLOSE TO SCHOOL YOUNG STUDENT MY REQUEST SOME HOMELESS TO BUY LIQUER FOR THEM

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CITY CLERK
2010 MAY 14 A 10:52

BERRIS RHOMMEL
6743 W CHARLESTON BLVD #4
LAS VEGAS NV 89146-9053

APN#16302111060

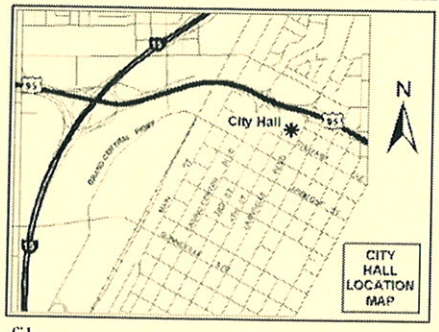
Submitted after final agenda

Date 5/13/10 Item 85

CAVDS11 89146

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

**Return Service Requested**
**Official Notice of Public Hearing**

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

**SUP-37603**

City Council Meeting of 5/19/2010 : Please don't give permision for this liquor, on torrey a lot student walk alone from Bonanza Highschool and CSN. ~~this area~~. We don't need more bad ~~bsn~~ business

RECEIVED CITY CLERK
2010 MAY 18 A 11:14

PRESORTED FIRST CLASS
UNITED STATES POSTAGE PITNEY BOWES
02 1M 0004279218 $ 00.41⁴ MAY 07 2010
MAILED FROM ZIP CODE 89101

MELGAR EULALIO & LILIAM C
6509 BRISTOL WY
LAS VEGAS NV 89107-3308

APN#13835316040

CAUSE11 85107

## Application Information

SUP-37603 - APPLICANT: WALGREEN CO. - OWNER: VILLAGE/TORREY PINES PARTNERS, LP - Request for a Special Use Permit FOR A 79 SQUARE-FOOT ACCESSORY PACKAGE LIQUOR OFF-SALE WITHIN AN EXISTING 13,905 SQUARE-FOOT RETAIL ESTABLISHMENT at 6401 West Charleston Boulevard (APN 163-02-114-002), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian)

I have kids this busines is focus for drogs Remember a lot of teen walk from High school and kids walk from ~~Intermedio~~ - and middle school Cortesde - and Rosewaren school. Please keep out this beseines our neerborhood

## Application Location

The proposed project may not pertain to the entire highlighted project site.

## Public Hearing Information

| | |
|---|---|
| **Meeting:** | City Council |
| **Date:** | ***May 19, 2010*** |
| **Time:** | 1:00 P.M. |
| **Location:** | City Council Chambers<br>400 Stewart Avenue<br>Las Vegas, Nevada |

Any and all interested persons may appear and be heard at said meeting, or may, prior thereto, file written objections thereto or approvals thereof with the City Clerk, 1st Floor, City Hall, 400 Stewart Avenue, Las Vegas, Nevada, 89101. For further information, including the full staff report, please call (702) 229-6311 (TDD 386-9108) or go to http://www.lasvegasnevada.gov

submitted after final age...

Date 5/18/10 Item 85

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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2010 MAY 11 A 11:05

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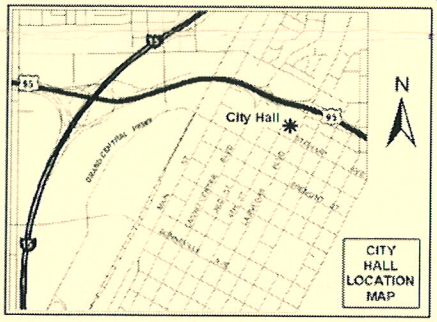
**Official Notice of Public Hearing**

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

**SUP-37603**
City Council Meeting of 5/19/2010

CRUZ VICTOR ANTONIO
6533 BRISTOL WY
LAS VEGAS NV 89107-3308

APN#13835316034

CAVDS11 89107

## Application Information

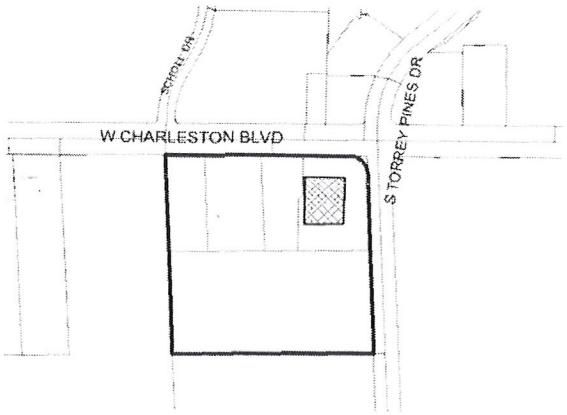
SUP-37603 - APPLICANT: WALGREEN CO. - OWNER: VILLAGE/TORREY PINES PARTNERS, LP - Request for a Special Use Permit FOR A 79 SQUARE-FOOT ACCESSORY PACKAGE LIQUOR OFF-SALE WITHIN AN EXISTING 13,905 SQUARE-FOOT RETAIL ESTABLISHMENT at 6401 West Charleston Boulevard (APN 163-02-114-002), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian)

5-8-10

We need Jobsss, not this tape of restrictions. This is Las Vegas!!!
"Viva Las Vegas".

Thank You.

## Application Location




The proposed project may not pertain to the entire highlighted project site.

## Public Hearing Information

**Meeting:** City Council
**Date:** ***May 19, 2010***
**Time:** 1:00 P.M.
**Location:** City Council Chambers
400 Stewart Avenue
Las Vegas, Nevada

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FINANCE & OPERATIONS, *REAL PROPERTY MANAGEMENT*
4190 MCLEOD DRIVE • LAS VEGAS, NV 89121 • (702) 799-5214 • FAX (702) 5436

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**CCSD**
**CLARK COUNTY SCHOOL DISTRICT**

BOARD OF SCHOOL TRUSTEES

Terri Janison, President
Carolyn Edwards, Vice President
Dr. Linda E. Young, Clerk
Chris Garvey, Member
Larry P. Mason, Member
Sheila Moulton, Member
Deanna L. Wright, Member

Dr. Walt Rulffes, Superintendent

May 17, 2010

2010 MAY 17 P 4:01

City Clerk
First Floor
City Hall
400 Stewart Avenue,
Las Vegas, Nevada

Re: Special Use Permit for a Package Liquor on Retail Establishment, SUP-37603

Protest

Dear Planning & Development Department:

The Clark County School District (CCSD) has reviewed the Official Notice of Public Hearing for the above referenced application.

The CCSD reviews each request it receives in regards to Public Hearing Notices. It appears that requests for gaming and liquor licenses that are within the minimum distance to schools, especially in regards to elementary schools, has been steadily increasing.

We would encourage you to support the guidelines and applicable code requirements that are in place for minimum distances to schools for gaming and liquor establishments until these requirements are otherwise amended.

Please contact me at (702) 799-5214 if you have any questions on this matter.

Sincerely,

Tracy Murphy
Real Property Management
Finance and Operations Division

TM/po

Cc: Linda Perri



05/17/2010 MON 15:00 [TX/RX NO 7786] 001

PAGE 01/01
ED SILK
05/13/2010 11:41 17028781331
05/13/2010 THU 10:42 [TX/RX NO 7766] 001

RECEIVED
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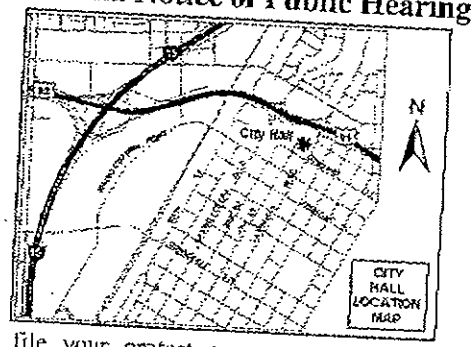
2010 MAY 13 A 11:45

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

**Return Service Requested**
**Official Notice of Public Hearing**




If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

**SUP-37603**

City Council Meeting of 5/19/2010

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 MAY 07 2010
MAILED FROM ZIP CODE 89101

SILAKOWSKI EDWARD
6750 DEL REY AVE #238
LAS VEGAS NV 89146-1062

APN#16302113050

CAUSE1 85146

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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2010 MAY 17 A 11:12

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MAY 07 2010
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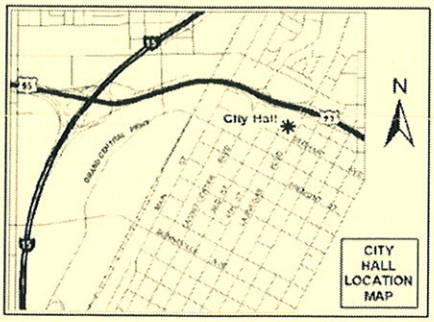


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[X] I SUPPORT this Request
[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

**SUP-37603**
City Council Meeting of 5/19/2010

MALINE FAMILY TRUST
9790 CORBETT ST
LAS VEGAS NV 89149-1427

APN#16302211044

CAVDS11 89149

Submitted after final agenda

Date Item

# LIONEL SAWYER & COLLINS

ATTORNEYS AT LAW
1700 BANK OF AMERICA PLAZA
300 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101
(702) 383-8888
FAX (702) 383-8845
lsc@lionelsawyer.com
www.lionelsawyer.com

SAMUEL S. LIONEL
GRANT SAWYER (1918-1996)
JON R. COLLINS (1923-1967)
RICHARD H. BRYAN
JEFFREY P. ZUCKER
PAUL R. HEJMANOWSKI
ROBERT D. FAISS
DAVID N. FREDERICK
RODNEY M. JEAN
HARVEY WHITTEMORE
TODD TOUTON
SAM FERENBACH
LYNDA S. MABRY
MARK H. GOLDSTEIN
KIRBY J. SMITH
COLLEEN A. DOLAN
JENNIFER A. SMITH
DAN R. REASER
PAUL E. LARSEN
ALLEN J. WILT
LYNN S. FULSTONE
RORY J. REID
DAN C. McGUIRE
JOHN E. DAWSON
FRED D. "PETE" GIBSON, III
CHARLES H. McCREA JR.
GREGORY E. SMITH
MALANI L. KOTCHKA
LESLIE BRYAN HART
CRAIG E. ETEM
TODD C. KENNEDY
MATTHEW E. WATSON
SHAWN M. ELICEGUI
JOHN M. NAYLOR
WILLIAM J. McKEAN
ELIZABETH BRICKFIELD
GREGORY R. GEMIGNANI
LINDA M. DULLEN
LAURA J. THALACKER
DOREEN SPEARS HARTWELL
LAURA K. GRANIER
MAXIMILIANO D. COUVILLIER III
MICHAEL D. KNOX
ERIN FLYNN
JENNIFER ROBERTS
MEREDITH L. STOW
DOUGLAS A. CANNON
RICHARD T. CUNNINGHAM
MATTHEW R. POLICASTRO
JENNIFER J. DIMARZIO
PEARL L. GALLAGHER
CHRISTINE D. SMITH
SUSAN L. MYERS
BRIAN S. PICK
JENNIFER L. BRASTER
LUCAS J. TUCKER
CHRISTOPHER WALTHER
KEVIN J. HEJMANOWSKI
KETAN D. BHIRUD
LAUREN D. CALVERT
ROBERT W. HERNQUIST
CHRISTIAN HALE
TIMOTHY R. MULLINER
COURTNEY MILLER O'MARA
BRIAN H. SCHUSTERMAN
MOHAMED A. IQBAL, JR.
KELLY R. KICHLINE
MARK J. GARDBERG
ELIZABETH A. HIGH
JAMES B. GIBSON
GREG J. CARLSON
ABIGAYLE F. DANG

OF COUNSEL
A. WILLIAM MAUPIN
RICHARD J. MORGAN*
ELLEN WHITTEMORE
CHRISTOPHER MATHEWS
MARK A. CLAYTON

*ADMITTED IN GA ONLY
WRITER'S DIRECT DIAL NUMBER:
(702)-383-8946
jroberts@lionelsawyer.com


June 15, 2010

**VIA FACSIMILE ONLY**

RECEIVED
2010 JUN 15 P 2:59
CITY CLERK

Angela Crolli
Office of the City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

**RE:** ***Walgreen Co. – SUP-37603***

Dear Angela:

I am writing on behalf of Walgreen Co. concerning its special use permit application to add accessory package liquor off-sale to the existing Walgreens at 6401 West Charleston (APN #163-02-114-002). The application is scheduled for hearing before the Las Vegas City Council tomorrow. However, Walgreens would like to respectfully request a continuance in order to meet with surrounding neighbors.

Accordingly, Walgreens respectfully requests that SUP-37603 be held for 30 days. If approved for a continuance, Walgreens will supply the requisite notice fees.

If you have questions or require additional information, please contact me.

Sincerely,

Jennifer Roberts

Submitted after final agenda
Date 6/15/10 Item 85

cc: Ms. Rebecca Lidskin

**NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL**

# CITY OF LAS VEGAS

## ONE MOTION / ONE VOTE

*Planning and Development Department*
*Case Planning Division*
*731 South Fourth Street*
*Las Vegas, Nevada 89101*
*(702) 229-6301 Phone (702) 385-7268 Fax*

**SUBJECT:** SUP-37603 - APPLICANT: WALGREEN CO. - OWNER: VILLAGE/TORREY PINES PARTNERS, LP

The above item has been placed on the One Motion/One Vote portion of the Planning Commission agenda for the ***APRIL 22, 2010*** Planning Commission meeting. All of these items will be placed at the beginning of the agenda. The Chairman of the Planning Commission will open them at the same time

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to ***Carman Burney at (702) 385-7268***. If there is no one present at the Planning Commission meeting who wants to discuss this item, you will not be called to the podium to discuss the case. However, you must be present in case any Planning Commissioner or member of the public wants to discuss the item. If you have any questions, please contact my office at (702) 229-6301.

Please sign and date that you have read and agree to the conditions and return to our office by 5:00PM APRIL 21, 2010

Signature — 4/21/10 Date

Rebecca Lidskin
Please Print Name

Walgreen Co.
Company Name

Sincerely,

Steve Gebeke
Planning Supervisor
Case Planning Division

RECEIVED
APR 21 2010

Submitted after final agenda
Date 4/21/10 Item 9

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41[4]
0004279216 APR 09 2010
MAILED FROM ZIP CODE 89101

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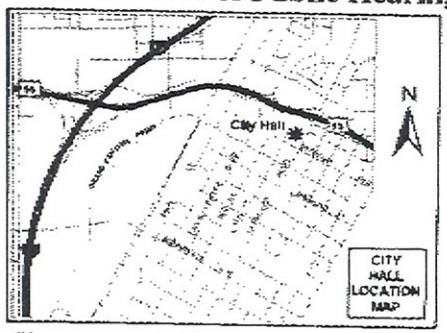
**Official Notice of Public Hearing**




There is no shortage of places to buy Liquor. We need no more!!

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

**SUP-37603**

Planning Commission Meeting of 4/22/2010

Case: SUP-37603

13835411068
TIOGA-SEARCHLIGHT HOLDINGS L L C
%R BROWN
5059 N TIOGA WY
LAS VEGAS NV 89149-5831

Submitted after final agenda
Date 4/22/10
Item 9P

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APR 20 2010

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Las Vegas, Nevada 89101-2986

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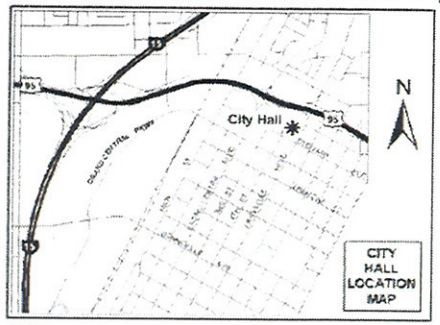
**Official Notice of Public Hearing**

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

**SUP-37603**

Planning Commission Meeting of 4/22/2010

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MAILED FROM ZIP CODE 89101

Case: SUP-37603
13835814028
LONARDO GENE R & PEARL A
6300 BLAIR WY
LAS VEGAS NV 89107-3500

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APR 21 2010

BAVDS11 89107

Submitted after final agenda
Date 4/22 PC Item 9P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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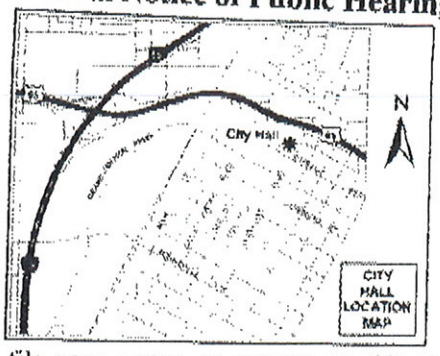


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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

**SUP-37603**

Planning Commission Meeting of 4/22/2010

Case: SUP-37603

13835411068
TIOGA-SEARCHLIGHT HOLDINGS L L C
%R BROWN
5059 N TIOGA WY
LAS VEGAS NV 89149-5831

RECEIVED
APR 16 2010

Submitted after final agenda
Date 4/22 PC Item 9P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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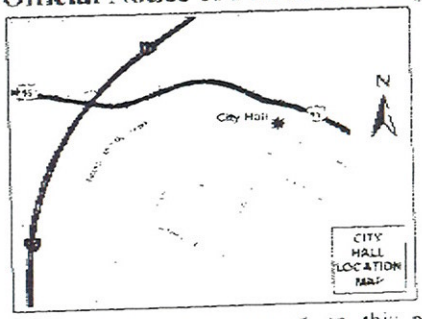
**Official Notice of Public Hearing**

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**SUP-37603**

Planning Commission Meeting of 4/22/2010

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APR 16 2010

Case SUP-37603

13835810038
TODD JOHN R
6329 EVERGREEN AVE
LAS VEGAS NV 89107-3450

Submitted after final agenda
Date 4/22/10
Item 9A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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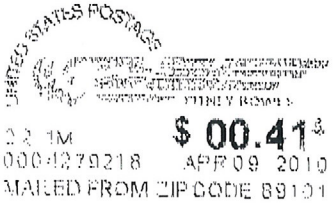


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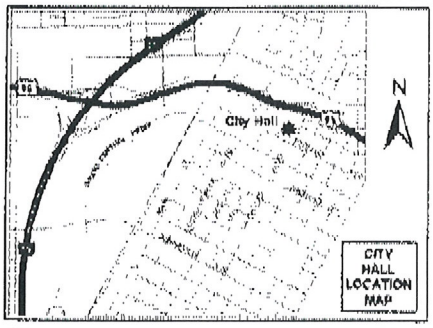
**Official Notice of Public Hearing**

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

**SUP-37603**

Planning Commission Meeting of 4/22/2010

Case: SUP-37603
16302211077
SALZANO ENRIQUE R & CELIA
4608 GONZALES DR
LAS VEGAS NV 89130-5303

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APR 11 2010

9P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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UNITED STATES POSTAGE PITNEY BOWES
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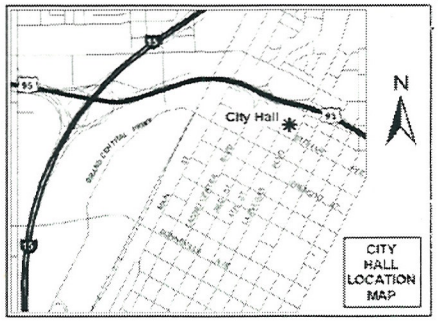
**Official Notice of Public Hearing**




The last Thing we need is another liquor store in our area!!!!

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Please use available blank space on card for your comments.

**SUP-37603**

Planning Commission Meeting of 4/22/2010

Case: SUP-37603
13835411065
HODY KENNETH & SHARON LIVING TR
6544 CASADA WY
LAS VEGAS NV 89107-3313

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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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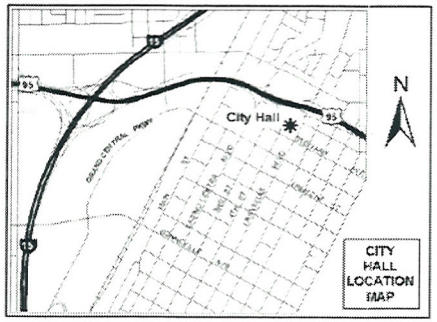


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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

**SUP-37603**

Planning Commission Meeting of 4/22/2010

Case: SUP-37603

13835411003
LEWIS LIVING TRUST
6500 EVERGREEN AVE
LAS VEGAS NV 89107-3321

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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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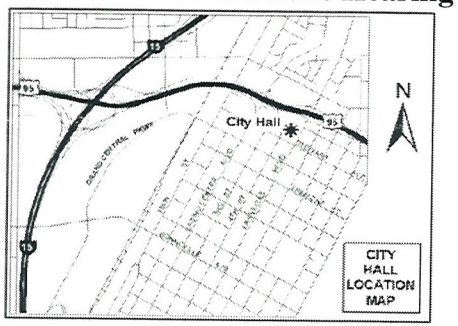


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**SUP-37603**

Planning Commission Meeting of 4/22/2010

Case: SUP-37603
16302113083
SILAKOWSKI EDWARD F TRUST
6750 DEL REY AVE #262
LAS VEGAS NV 89146-1063

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94

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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MAILED FROM ZIP CODE 89101

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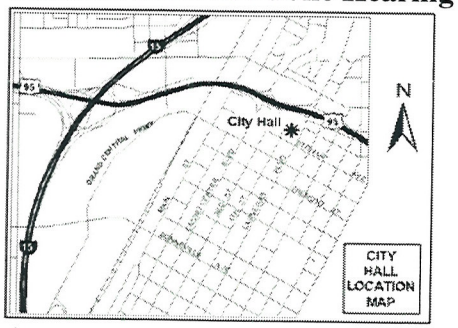


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**SUP-37603**

Planning Commission Meeting of 4/22/2010

Case: SUP-37603

16302113050
SILAKOWSKI EDWARD
6750 DEL REY AVE #238
LAS VEGAS NV 89146-1062

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APR 13 2010

9A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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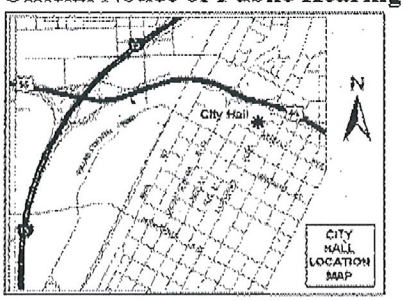
**Official Notice of Public Hearing**

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

**SUP-37603**

Planning Commission Meeting of 4/22/2010

Case: SUP-37603
16302211037
WILCOX JULIE A
1920 S MARYLAND PKWY
LAS VEGAS NV 89104-3106

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APR 12 2010

9A

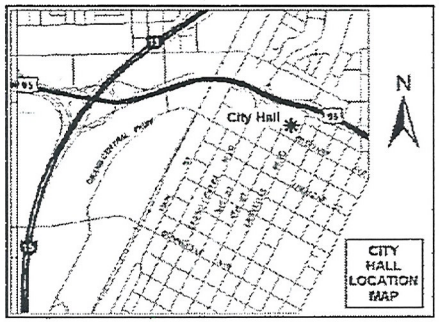
P.001/001

(FAX)

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

**Return Service Requested**

**Official Notice of Public Hearing**

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**SUP-37603**

Planning Commission Meeting of 4/22/2010

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MAILED FROM ZIP CODE 89101

Case: SUP-37603

16302111047
SINIBALDI MATTHEW J
6715 W CHARLESTON BLVD #4
LAS VEGAS NV 89146-9221

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APR 12 2010

04/12/2010 01:44

9A

City of Las Vegas Agenda Item No.: **86.**

## *AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT*
**CITY COUNCIL MEETING OF: JUNE 16, 2010**

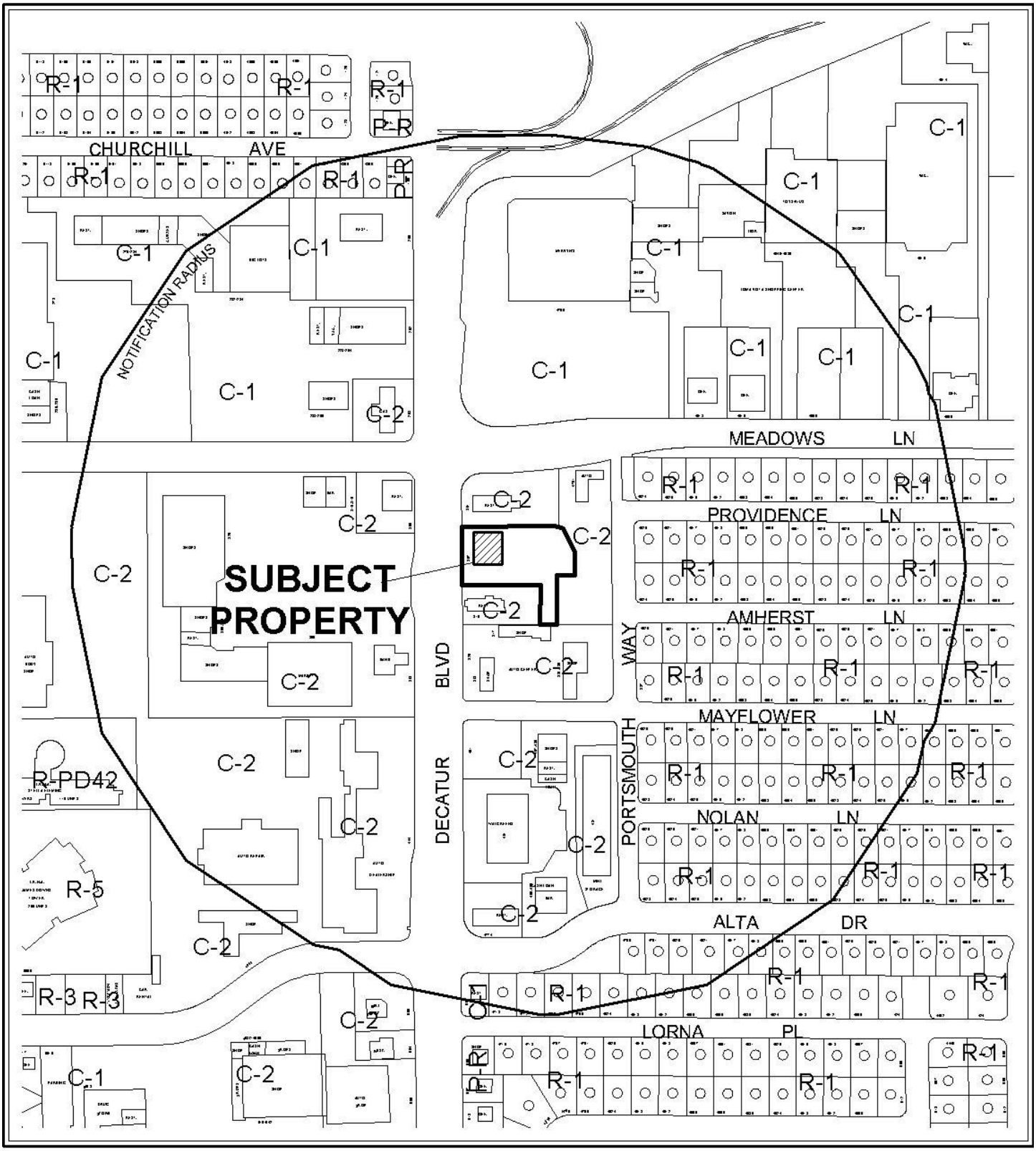
**DEPARTMENT: PLANNING & DEVELOPMENT**
**DIRECTOR: M. MARGO WHEELER** ☐ **Consent** ☒ **Discussion**

**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** | **8** |

**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. Submitted at Meeting – Support Letters by Attorney Jennifer Lazovich and Correspondence by June Ingram, Juanita Clark and Betty Craik
8. Submitted after Meeting – Recordation Notice of Council Action and Conditions of Approval
9. Backup referenced from the April 22, 2010 Planning Commission Meeting Item SUP-37576



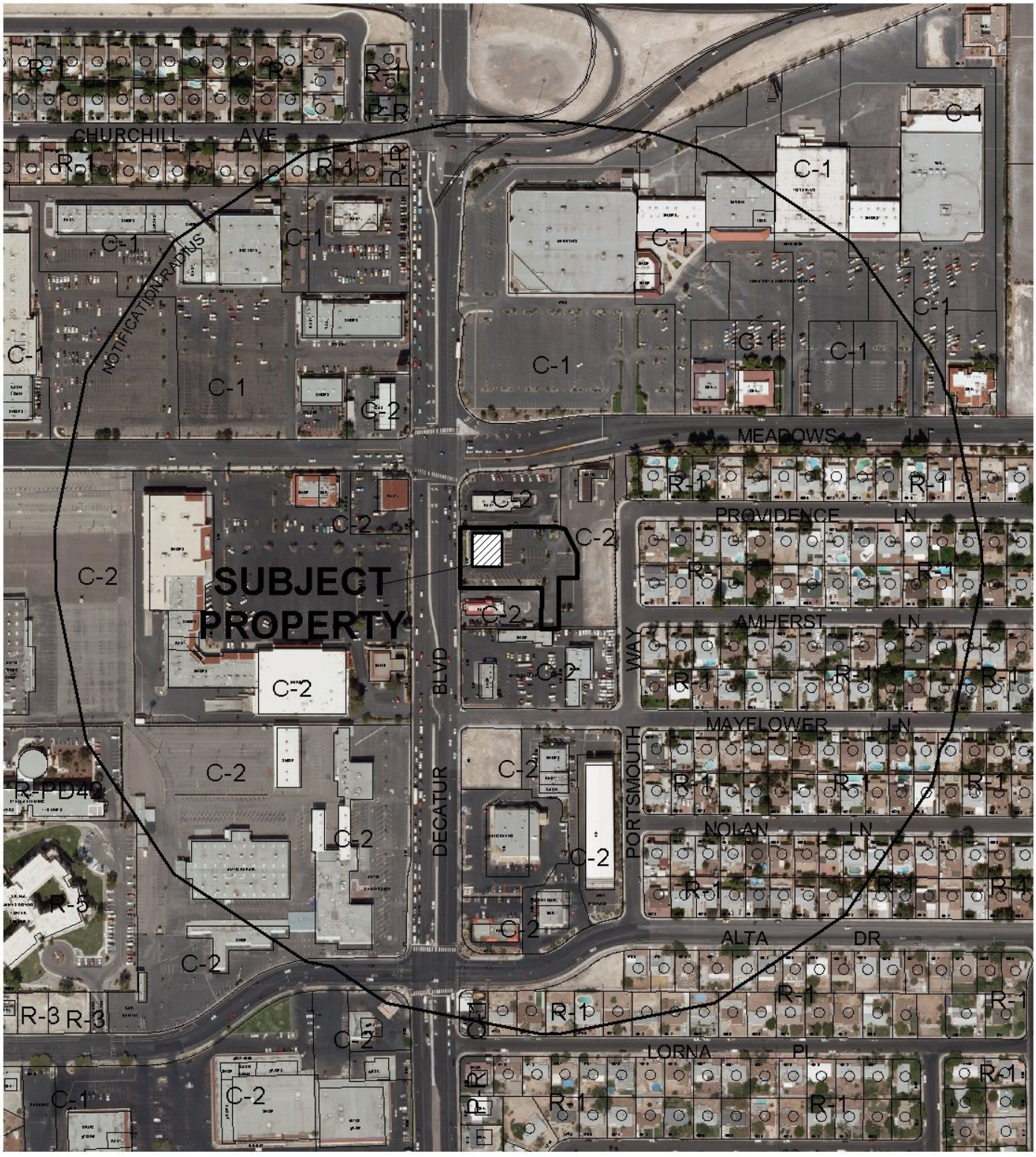

0 300 600 Feet

**CASE:** **SUP-37576**

**RADIUS:** 1000 FT

**ZONING OF SUBJECT PROPERTY:** C-2 (GENERAL COMMERCIAL)

N



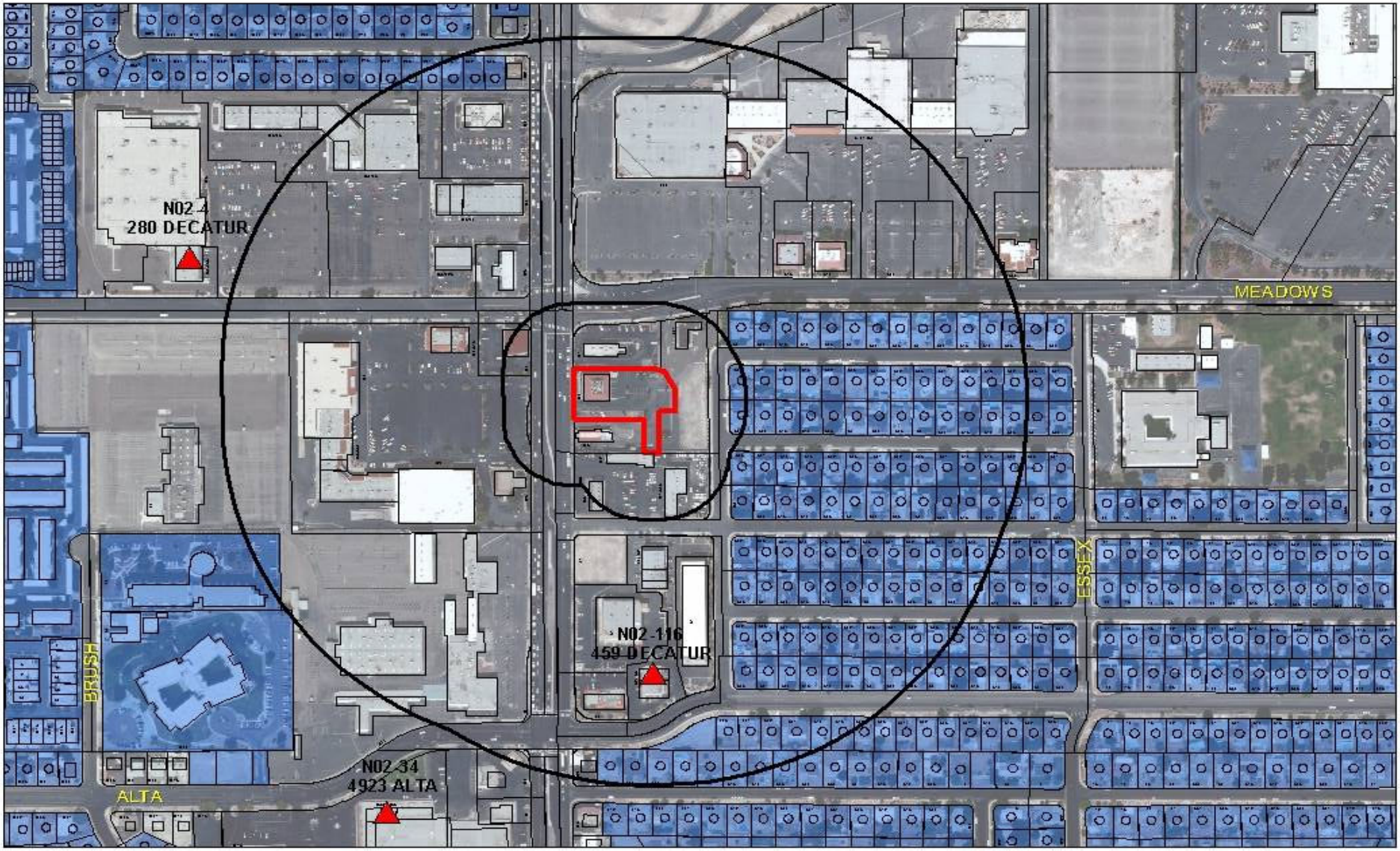

0 300 600 Feet

**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 16, 2010**
**DEPARTMENT: PLANNING AND DEVELOPMENT**
**ITEM DESCRIPTION: APPLICANT: CASH AMERICA/SUPER PAWN - OWNER: FREMONT WEST, LLC**

***THIS ITEM WAS HELD IN ABEYANCE FROM THE JUNE 2, 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 16, 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:<br>• The submittal of application materials, meeting dates, and deadlines were discussed.<br>• 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** 7

**PROTESTS** 8

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: | Ben S. |

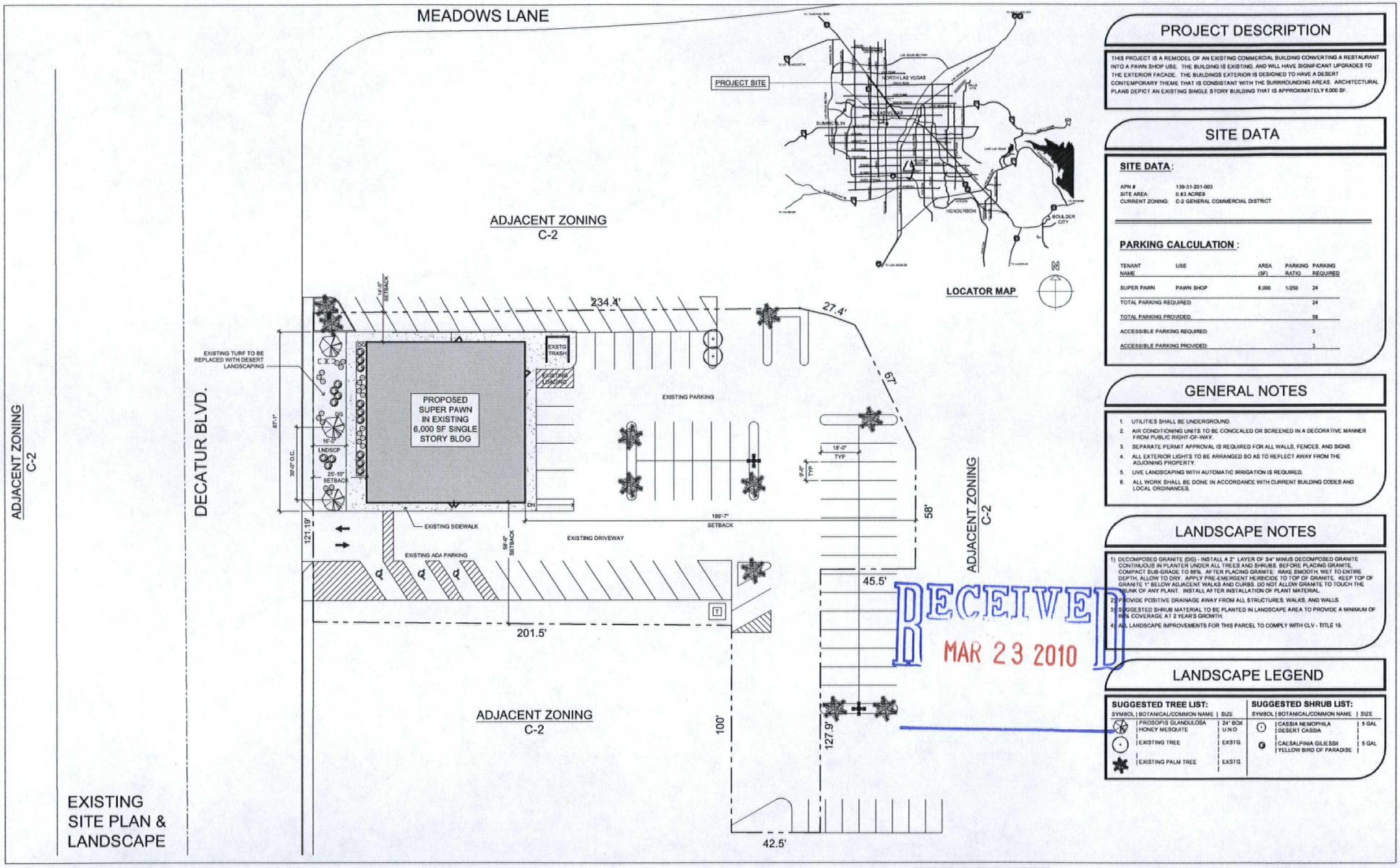
*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

RECEIVED
MAR 04 2010
Cash Am

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

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 |
|---|---|---|
| | PROSOPIS GLANDULOSA HONEY MESQUITE | 24" BOX U.N.O |
| | EXISTING TREE | EXSTG. |
| | EXISTING PALM TREE | EXSTG. |

**SUGGESTED SHRUB LIST:**

| SYMBOL | BOTANICAL/COMMON NAME | SIZE |
|---|---|---|
| | CASSIA NEMOPHILA DESERT CASSIA | 5 GAL |
| | CAESALPINIA GILIESSII YELLOW BIRD OF PARADISE | 5 GAL |

RECEIVED
MAR 23 2010

# CASH AMERICA SUPER PAWN

307 S. DECATUR BLVD. LAS VEGAS, NV 89107

PROJECT NO: 09 069
DATE: 3/23/10

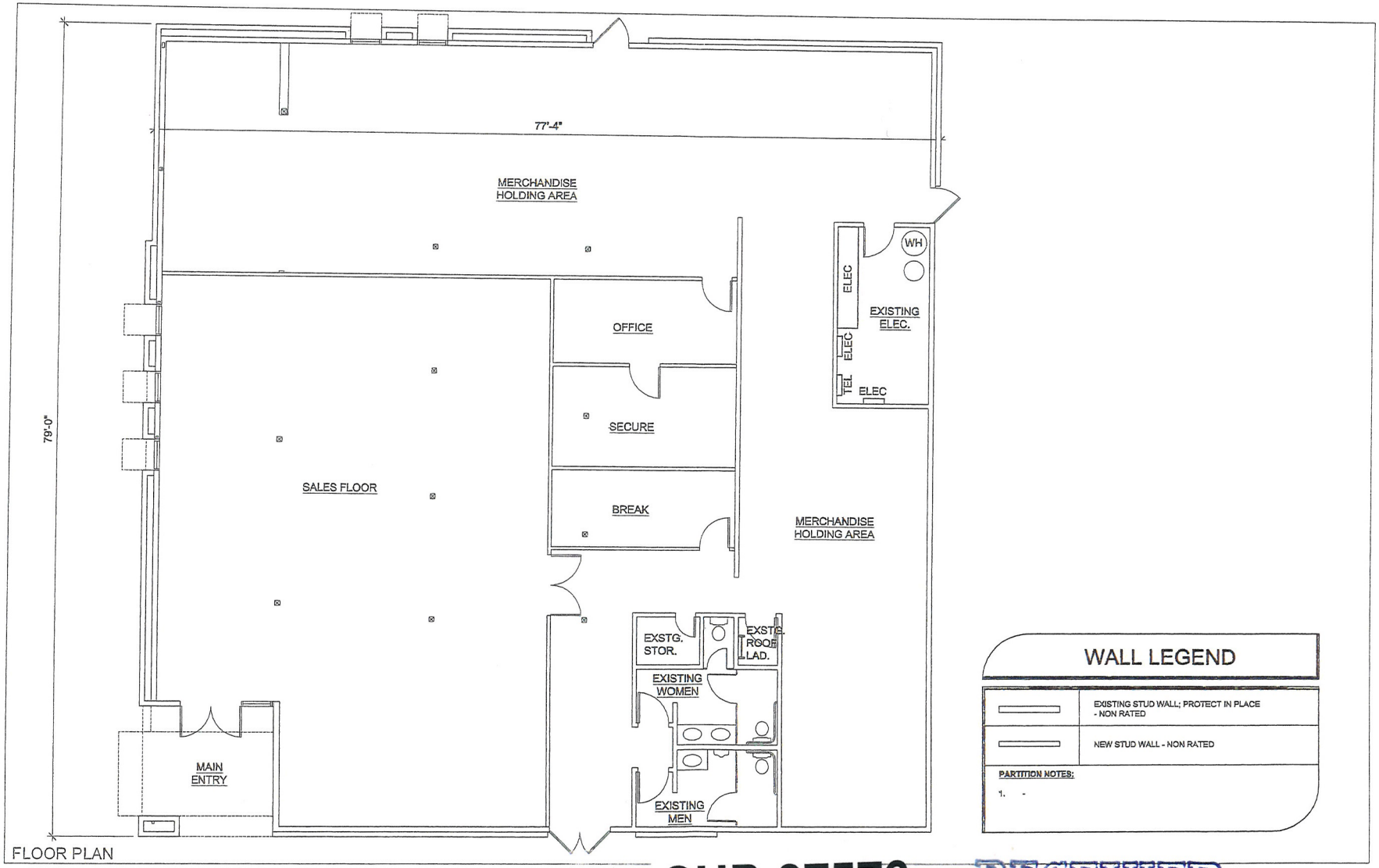
SCALE: 1"=20'-0"

NORTH

SHEET NO: DR-01

designcell
10777 W.TWAIN AVE, SUITE 125, T 702-403-1575
DESIGNCELL.CC

**SUP-37576**
**REVISED**




FLOOR PLAN

CASH AMERICA SUPER PAWN
307 S. DECATUR BLVD. LAS VEGAS, NV 89107

**SUP-37576**
**REVISED**

PROJECT NO:
DATE:
DRAWN BY:
SCALE 1/4" = 1'-0"
NORTH

SHEET NO:
DR-02

RECEIVED
MAR 04 2010

designcell
10777 W.TWAIN AVE, SUITE 125, LAS VEGAS NV 89135
T 702-403-1575
WWW.DESIGNCELL.CC

SUP-37576 - APPLICANT: CASH AMERICA/SUPER PAWN - OWNER: FREMONT WEST, LLC
307 SOUTH DECATUR BOULEVARD

03/18/10

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307 SOUTH DECATUR BOULEVARD

03/18/10

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03/18/10

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307 SOUTH DECATUR BOULEVARD

03/18/10

KAEMPFER CROWELL

KAEMPFER CROWELL RENSHAW GRONAUER & FIORENTINO

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Fax: 702.796.7181

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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

RECEIVED
MAR – 8 2010

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SUP-37576
REVISED
04/22/10 PC

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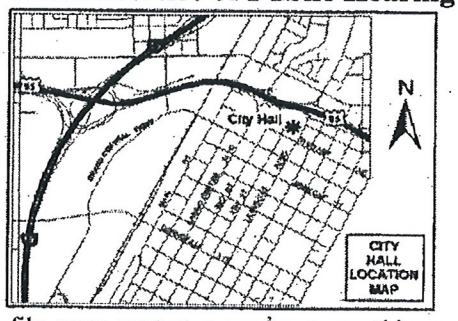
CITY CLERK
2010 MAY 10 P 3:20

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
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

Harry A. Sax
9217 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

Submitted at City Council
Date 6/10 Item 86
By Jennifer Lazovich

**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.

# 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,

Bette Craik
President

Thelma Zora
Sec. - Treas.

Elva Decker
Director

Linda Nalley
Director

4416 ALTA DRIVE - LAS VEGAS - NV - 89107 - (702-870-4002)

Sierra Town Center III, LLC
8375 W. Flamingo Rd, St. 200
Las Vegas, NV 89147

May 18, 2010

Mayor Oscar Goodman and
Members of the Las Vegas City Council
City of Las Vegas
400 E. Stewart Avenue
Las Vegas, Nevada 89101

Re: Special Use Permit Application of Cash America International, Inc.
d/b/a SuperPawn

Dear Mayor Goodman and Members of the Las Vegas City Council:

It has been brought to my attention that SuperPawn has recently filed an application for a special use permit with the City of Las Vegas. SuperPawn has been a tenant in my Sierra Town Center Shopping Center at Craig and Clayton in North Las Vegas for over ten years.

We have found SuperPawn to be a complimentary retail tenant who offers a wide array of merchandise to our shopping center customers. Other tenants in the shopping center include 24 Hours Fitness, Big 5 Sporting Goods, Taco Bell, and UMC Quick Care, just to name a few. SuperPawn has been an excellent tenant and conducts business in a professional manner.

We would be happy to lease space to SuperPawn in any of our commercial developments throughout the City and hereby give our recommendation in support of SuperPawn's pending application.

If you have any questions, please do not hesitate to contact me.

Sincerely,

James E. Betz
Manager

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)

March 10, 2010

Councilwoman Tarkanian
City of Las Vegas
400 E. Stewart Street
Las Vegas, NV 89101

**RE: SDR-37577 & SUP-37576**

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Sincerely,

Gregory Naftzger
4318 Evergreen Place

cc: Margo Wheeler (Fax: 474-7463)

March 10, 2010

Councilwoman Tarkanian
City of Las Vegas
400 E. Stewart Street
Las Vegas, NV 89101

**RE: SDR-37577 & SUP-37576**

Dear Councilwoman Tarkanian:

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Sincerely,

Scott Naftzger
4625 Dover 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,

Michael Aupperle
4705 Dover Place

cc: Margo Wheeler (Fax: 474-7463)

CHARLESTON NEIGHBORHOOD
PRESERVATION

"Doing things today that will improve tomorrow"

Phone/Fax: 702-877-2438

# A. PAWNSHOPS FOSTER CRIMINALITY

To: CLV Mayor + Council
From: CNP
Date: June 2, 2010
Item #54

## 1. Pawnshops are markets for stolen property.

Patrick Colquhoun, in A Treatise on the Police of the Metropolis (1796), stated " … '[] if there were no Receivers there would be no thieves.' — Deprive a thief of a safe and ready market for his goods, and he is undone."

A paper written by Thomas J. Miles of The University of Chicago Law School entitled "MARKETS FOR STOLEN PROPERTY: PAWNSHOPS AND CRIME" supports Colquhon's position.
(Source: http://www.law.umich.edu/centersandprograms/lawandeconomics/workshops/Documents/Winter2008/miles.pdf )

Miles found that, generally, pawnshops serve the credit needs of low-income individuals and are consequently located in higher crime communities. Miles observed that:

- Thieves rarely retain for themselves the items that they steal.
- Instead, they typically trade their booty for cash in markets for stolen goods.
- Evidence suggests that these markets are extensive.

As outlets for stolen property, Miles also found that pawnshops

- May stimulate criminal activity,
- Are predicted to increase crimes in which offenders obtain types of property that may be converted into cash at pawnshops (jewelry, watches, electronics, and handguns), and
- Aids in thwarting law enforcement from apprehending criminals.

The goal of most thieves is to get cash for the stolen property. Apprehension by the authorities while the goods are in one's possession increases the odds of conviction. The risk of possession of stolen property is reduced for criminals operating in the vicinity of a pawnshop and the consequent increase in expected rewards encourages criminal activity in locations with pawnshops.

Miles concluded that increases in the number of pawnshops raise the rate of those crimes in which pawnable property is stolen – such as burglary, robbery, and larceny – and estimates indicated that a 10% increase in the rate of pawnshops raises the rate of robberies, burglaries, and larcenies in urban counties by between 0.8 and 1.1 percentage points.

## 2. Organized retail crime is on the rise, and using pawnshops to fence their stolen goods

(source: Wisconsin Crime Prevention Practitioners Association and Retail Industry Leaders Association, http://www.wicrimeprevention.com/?p=369 )

In 1996, according to the Federal Bureau of Investigation (FBI), the value of all goods stolen during the commission of robberies, burglaries, and larcenies in 1996 exceeded $6 billion.

Submitted at City Council
Date 6/16/10 Item 86
By: June Ingram

BOARD & ADVISORY MEMBERS
Denis Ardine-Vicki Arnold-Dick Bratton-Erna Clark-Juanita Clark-Miriam Een- Danielle Hanstip-Rose Honrath-June Ingram-Rick Johnson-Juanita Krol-Rod & Betty Larsen- Geno & Pearl Lonardo-Flo Monalvo-Dorothy Orr-Jim Seward-Pamela Stancliffe-Tim Vinz-Marion Lowell

In 2010, the FBI estimated that $30 billion worth of merchandise is stolen each year.

According to the January 2010 **Retail Industry Leaders Association's (RILA)** Current Crime Trends Survey:

pg 2 of 3

- 78% of retailers report seeing an increase in amateur and opportunistic shoplifting
- 65% of retailers report seeing an increase in organized retail crime
- 74% of retailers report seeing an increase of stolen items being found in online market places

Retailers reported that there were no decreases in stolen items being found in on-line marketplaces, pawn shops, flea markets and traditional fencing operations. Seventy-five percent (75%) of retailers saw an increase of stolen items being found in online marketplaces, 47% in flea markets, 47% in traditional fencing operations and 16% in pawn shops.

## 3. Pawnshops also Create a Market for Thieves

In a Washington Post article dated July 23, 2009, and entitled **Chief Setting Up Task Force to Investigate Pawnshops for Links to Thefts, the authorities found that** pawnshops will signal to thieves items the thieves should steal and sell by displaying price tags that describe an item but have no item attached.

## 4. A Desperate Economy and Easy Access to Pawnshops – the perfect storm

A March 10, 2009 article in the Boston Globe, entitled "Economy fuels rise in crime, police say Larceny, domestic violence, break-ins climb statewide," indicates a correlation between a bad economy and a rise in Crime rates. The article states that "as more people lose their jobs and savings to the swooning economy, police officers across the state are grappling with sharp rises in burglaries, larcenies, and car break-ins, which many of them believe are tied to the financial gloom."

Consumer desperation, anger, and frustration are cited as a likely root cause of several other trends, police say: ... a greater willingness to buy wares such as iPods and GPS devices from pawn shops instead of retail stores - a choice that helps drive the underground economy.

In Lawrence, [Massachusetts,] police saw the number of home burglaries jump 52 percent, to 514, in 2008.

In Lowell, [Massachusetts,] larcenies and thefts went up 21 percent to 2,290 last year.

[ ... ]

The connection between crime and the economy has always come with caveats. Although most police officials and criminologists agree that a recession usually leads to a rise in property crimes, many say that

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Phone/Fax: 702-877-2438

every crime is triggered by a variety of societal and personal pressures that cannot be explained by any single factor.

p. 393

In Boston, major crimes are down citywide, but some sections have seen jumps in auto thefts, burglaries, and robberies. Commissioner Edward F. Davis said the economy is a likely cause, though the drug trade and chronic poverty also play key roles.

## B. PAWNSHOPS: CRIMINALS BITE THE HAND THAT FEEDS THEM

Pawnshops paint the target on households for being robbed, and they also become a target for the very criminals that supply their stock. If you do a Google search on Pawnshops + Crimes, dozens of stories pop up. A few of the headlines found in our searches include the following:

1. **Granite Falls, North Carolina: Police identify person of interest in pawn shop shooting** ... Dec 30, 2009 ... Granite Falls police have released a sketch of a person of interest in the shooting death of a pawn shop clerk. (source: http://www.wcnc.com/home/Pawn-shop-clerk-found-shot-to-death-80263677.html)

2. **Dubuque, Iowa: UPDATE: No charges filed in Dubuque pawnshop shooting** ... Mar 2, 2010 . . (source: www.kwwl.com/Global/story.asp?S=12071716)

3. **PORTLAND, Oregon: Arrest Made In Pawn Shop Shooting, Robbery** -....Apr 19, 2010 ... -- Police said two shots were fired during an armed robbery at a northeast Portland gun shop Friday evening. (source: www.kptv.com/news/23179198/detail.html)

4. **Chattanooga, Tennessee: Chattanooga Police Property Crimes Investigators are seeking clues in a theft that occurred at a local pawn shop two weeks ago** ... Apr 21, 2010 (source: www.chattanoogan.com/articles/article_173999.asp)

There is nothing to recommend allowing a pawnshop to be permitted to open its doors at the proposed location. Pawnshops create a market for crime outside their doors and then are victimized in their own space in return.

June Ingram, President and BOARD

June Ingram

BOARD & ADVISORY MEMBERS
Dennis Ardine-Vicki Arnold-Dick Bratton-Erna Clark-Juanita Clark-Miriam Een- Danielle Hanslip-Rose Honrath-June Ingram-Rick Johnson-Jolanta Krol-Rod & Betty Larsen- Geno & Pearl Lonardo-Flo Montalvo-Dorothy Orr-Jim Seward-Pamela Stanciliffe-Tim Volz-Marnie Cahill

# CHARLESTON NEIGHBORHOOD PRESERVATION

"Doing things today that will improve tomorrow"

Phone/Fax: 702-877-2438


TO: Mayor GOODMAN, Mayor Pro Tem REESE, and Council Members ANTHONY, BARLOW, ROSS, TARKANIAN, and WOLFSON!
FROM: CNP
DATE: June 15, 2010
RE: Agenda Item selected from CLV Agenda for June 16, 2010

#86. SUP-37576—NO, is the vote we request on this special use permit for a CASH AMERICA/SUPERPAWN to operate at 307 Decatur. For a yes vote, 2 waivers must be allowed.
1st a 96 ft. waiver in distance from occupied homes would need to be granted by council, placing residents 96 ft. closer to an interest-loan business than our law allows.
2nd a 750 ft. waiver in distance from an established financial institution needs to be granted, placing residents 750 ft. closer to an already in business financial institution.
If approved, these folks would be surrounded by the established financial institution to the SW and this new one to the NW, plus a 3rd financial institution in operation to the West across Decatur next to the Target store.

The major portion of this neighborhood is closed to normal **North** access by the Meadows Lane wall, to the **East** by a fence dividing the neighborhood WITH E.W. Griffith elementary school at 324 East Essex from the YMCA using chainlink fence with a 3 ft. wide open pedestrian-gate on Mayflower, to the **South**, access is to Alta via Portsmouth, East Essex and Bedford, while to the **West**, a wall and broadside of a storage unit enclose the neighborhood along Portsmouth except for Mayflower St which provides access to Northbound Decatur and East travel to the YMCA fence which has a double-wide gate which if not locked, would allow access North to the YMCA or East through the Century Link parking lot to Valley View.

Some residents recalled receiving notices that Walgreen Drug wanted a variance for liquor sales, which council has approved, but only 3 seemed to know about response cards for 307 S. Decatur being site for CASHAMERICA/SUPERPAWN with one of them thinking it was to be located at the Von's market site.

We were told that some of these neighborhood residents were going to be called about a meeting, then heard that some were not.

This 'pocket' neighborhood and elementary school have survived what we consider major encroachments. We plead for your NO vote regarding these 2 additional waivers.

With Wishes for A HAPPY FATHER'S DAY!

June INGRAM, President and BOARD

June Ingram
CNP President

Submitted at City Council
Date 6/16/10 Item 86
By: Juanita Clark


BOARD & ADVISORY MEMBERS
Dennis Ardine-Vicki Arnold-Dick Bratton-Erna Clark-Juanita Clark-Miriam Een- Danielle Hanslip-Rose Honrath-June Ingram-Rick Johnson-Jolanta Krol-Rod &Betty Larsen- Geno &Pearl Lonardo-Flo Montalvo-Dorothy Orr-Jim Seward-Pamela Stancliffe-Tim Volz-Marcus Gobel-Ginger Norton-Denise Reitz-Layne Rushforth-Jeanine Sweany-Julia Whaun-Jean Withers-Others

# CHARLESTON NEIGHBORHOOD PRESERVATION

"Doing things today that will improve tomorrow"

Phone/Fax: 702-877-2438

From CHARLESTON NEIGHBORHOOD PRESERVATION, a bunch of residents who try to keep neighborhoods pleasant, functional places to live where we can feel reasonably safe as we walk and play in our neighborhood as well as work in out yards and visit.

Dear Resident, May 11, 2010

You will have a PAWN SHOP on the site where the SIZZLER used to be according to the Las Vegas Planning Commission since they all voted YES for it, even though 1 board member spoke against it on behalf of the neighborhood group named above.

We see the pawnshop business as taking things and money away from a neighborhood instead of helping it to grow. We consider there will be more foot-traffic through your neighborhood by people who do not live there. We do not consider a pawnshop to be a convenience to a neighborhood, but possibly encouraging an increase in burglary and break-ins.

This pawnshop business had 2 zoning problems which no resident mentioned. #1—it is too close to resident homes, but evidently that business measured from their proposed Front door near Decatur, which adds more footage from the distance to your homes. Shouldn't the measuring start from the East boundary of the proposed business?
#2—it is too close to the "money loan" ~~business across Decatur next to Target~~ by Walgreen according to Las Vegas City rules because these businesses are not neighborhood improvements, but this seemed to be ignored.

165 cards were mailed out in this neighborhood, but we understand that some of you thought the pawn business was to go in the old Von's, some did not get one, and some were paying most attention to the cards from Walgreen about selling packaged liquor. The city received only 1 card, so you can see why the councilwoman did not think you were very interested.

The City Council will do the FINAL vote on Wed, May 19th which we think will be another YES.

We had suggested, maybe a small market like Fresh & Easy, some of you mentioned "another restaurant". You already have those big storage units adding 'out of the neighborhood people' to your living area.

Maybe you could get some neighbors together to decide. If YES is not the best for your neighborhood, you can call the Las Vegas City Council at 229-6405. Then ask to be connected to Las Vegas Councilwoman Tarkanian's office. Tell that person that you don't want a pawnshop business in your neighborhood. Some reasons why not would be good, the short distance could be one reason. Did anyone come around and ask you, the people what you wanted?

If you do not care, there is probably no reason to call city council. Those that do care, should call with their message.

If you want to know about what time on May 19th the PAWNSHIP in your neighborhood will be on the agenda, you can call us at 877-2438 on the 15th and we will take a guess. Several of us will probably be at the Council meeting too, so if some of you came, would be great! We will have a blue paper circle taped on our tops, so you can identify us (but do phone and let us know if some of you are coming!)

President June and board member Dick of CHARLESTON NEIGHBORHOOD PRESERVATION

Submitted at City Council
Date: 6/16/10
Item: 86
By: Betty Crank

Inst #: 201006240002888
Fees: $15.00
N/C Fee: $0.00
06/24/2010 01:22:16 PM
Receipt #: 401330
Requestor:
LAS VEGAS CITY
Recorded By: RNS Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

APN(s): 139-31-201-003

**CITY OF LAS VEGAS NOTICE OF ZONING ACTION**

TO: ALL INTERESTED PARTIES

**Assessor's Parcel No(s):** 139-31-201-003

**Legal Description**: THAT PORTION OF THE SOUTHWEST QUARTER (SW¼) OF THE NORTHWEST QUARTER (NW¼) OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B. & M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER (SWC) OF THE NORTHWEST QUARTER (NW¼) OF SAID SECTION 31;

THENCE NORTH 00° 16' 07" WEST ALONG THE WEST LINE OF SAID SECTION 31, A DISTANCE OF 896.83 FEET;

THENCE DEPARTING SAID WEST LINE NORTH 89° 43' 53" EAST 50.00 FEET;

THENCE NORTH 00° 16' 07" WEST 116.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 00° 16' 07" WEST, 121.19 FEET;

THENCE NORTH 89° 43' 53" EAST, 242.00 FEET;

THENCE SOUTH 38° 47' 35" EAST, 60.98 FEET;

THENCE SOUTH 00° 16' 07" EAST, 59.00 FEET;

THENCE NORTH 89° 32' 59" WEST, 51.00 FEET;

THENCE SOUTH 00° 16' 07" EAST, 134.00 FEET;

THENCE NORTH 89° 32' 59" WEST, 29.00 FEET;

THENCE NORTH 00° 16' 07" WEST, 116.00 FEET;

THENCE NORTH 89° 32' 59" WEST, 200.00 FEET TO THE TRUE POINT OF BEGINNING.

PLEASE BE ADVISED that the Las Vegas City Council, at a duly-noticed hearing held on **June 16, 2010** approved the following **Case Number(s): SUP-37576** together with various conditions, limitations, and restrictions which may affect your occupancy and/or use, and any other successor property owner(s) occupancy and/or use of the above-referenced real property in the city of Las Vegas.

YOU ARE HEREBY ADVISED AND DIRECTED to contact the city of Las Vegas' Department of Planning & Development and/or the Las Vegas City Clerk's Office to request a copy of any and all such conditions, limitations, or restrictions.

June 17, 2010

Fred Solis, AICP, Senior Planner
City of Las Vegas
731 South Fourth Street
Las Vegas, NV 89101 – (702) 229-6301

**WHEN RECORDED, RETURN TO:**
**CITY OF LAS VEGAS, CITY CLERK**
**400 STEWART AVENUE, 1ST FLOOR**
**LAS VEGAS, NV 89101**

**NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL**

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279218
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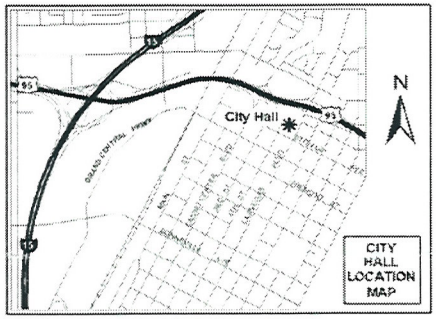
APR 09 2010
MAILED FROM ZIP CODE 89101

**Return Service Requested**
**Official Notice of Public Hearing**




If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

**SUP-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

Apr 11 10 10:33p C. R. McCurley p.2 702 870 8916

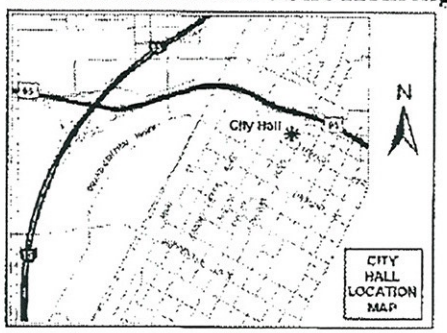
RECEIVED
CITY CLERK

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**




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

13931210014
MCCURLEY CHARLES R
4508 PROVIDENCE LN
LAS VEGAS NV 89107-2904

Date 4/11/10 Item 70 Submitted after final agenda

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

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
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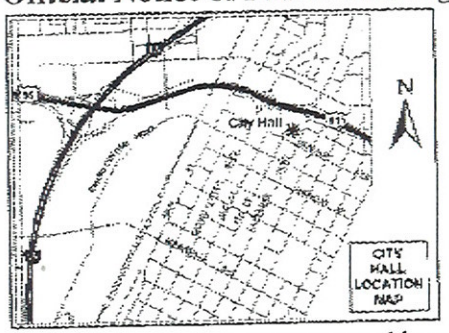
APR 09 2010
MAILED FROM ZIP CODE 89101

**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-37576**

Planning Commission Meeting of 4/22/2010

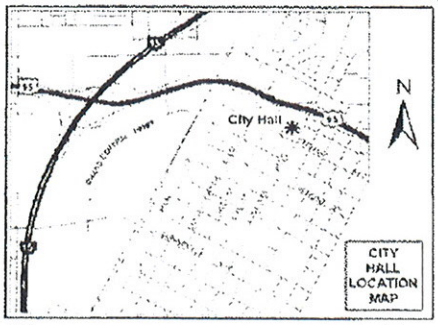
Case: SUP-37576
13931211025
EXECUTIVE INVESTMENTS XII L L C
2271 W MALVERN AVE #376
FULLERTON CA 92833-2106

Submitted after final agenda
Date 4/22/10
Item 40

RECEIVED
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

RECEIVED
APR 16 2010

Submitted after final agenda
Date 4/22PC Item 40 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
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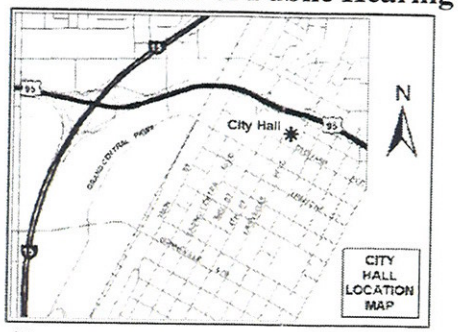
APR 09 2010
MAILED FROM ZIP CODE 89101

**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-37576**

Planning Commission Meeting of 4/22/2010

Case: SUP-37576

13931214030
MCNEILL BARRY C
4629 ALTA DR
LAS VEGAS NV 89107-2952

RECEIVED
APR 14 2010

89107 2952

Submitted after final agenda
Date 4/22 PC
Item 49

# 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

# 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

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:

It has recently come to my attention that SuperPawn has filed for a special use permit application for the former Sizzler location near Decatur Boulevard and Meadows Lane. This building has been vacant for some time. As a resident in the area, vacant buildings are unattractive and can lead to the impression that our neighborhood is on the decline. I have seen the upgrades that SuperPawn is proposing to make to the building and the landscaping along Decatur Boulevard. These upgrades would be a tremendous enhancement and may spur additional improvements in other commercial shopping centers in the area. I urge your support of SuperPawn's applications.

Sincerely,

Scott Naftzger
4625 Dover Place

cc: Margo Wheeler (Fax: 474-7463)

**Wendy's of Las Vegas, Inc.**
1614 E. Lake Mead Blvd.
North Las Vegas, NV 89030
702-642-9011
Fax: 702-642-7371

April 8, 2010

To Whom It May Concern:

Regarding our Wendy's located at Decatur and Meadows lane, our landlord informed us of a proposed Cashways Super Pawn going in on the pad next to that location. We are not opposed to having them as a neighbor to our restaurant. We have a Cashways Super Pawn next to one of our other locations and have never had any issues or concerns with them as a neighbor. If you have any questions or need further information please feel free to contact me.

Thank you,

Gina L. Garcia
Division Vice President
Wendy's of Las Vegas, Inc.

Harry A. Sax
9717 Highridge Drive
Las Vegas, NV 89134

March 30, 2010

Barry Becker
Becker Enterprises
50 So. Jones Blvd.
Las Vegas, NV 89107

Dear Barry,

I have no objection to you leasing the closed Sizzler Steakhouse next to our Arby's at 315 So. Decatur to Super Pawn.

Sincerely,

Harry A. Sax
Franchisee
Arby's – Las Vegas

City of Las Vegas Agenda Item No.: **87.**

## *AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT*

**CITY COUNCIL MEETING OF: JUNE 16, 2010**

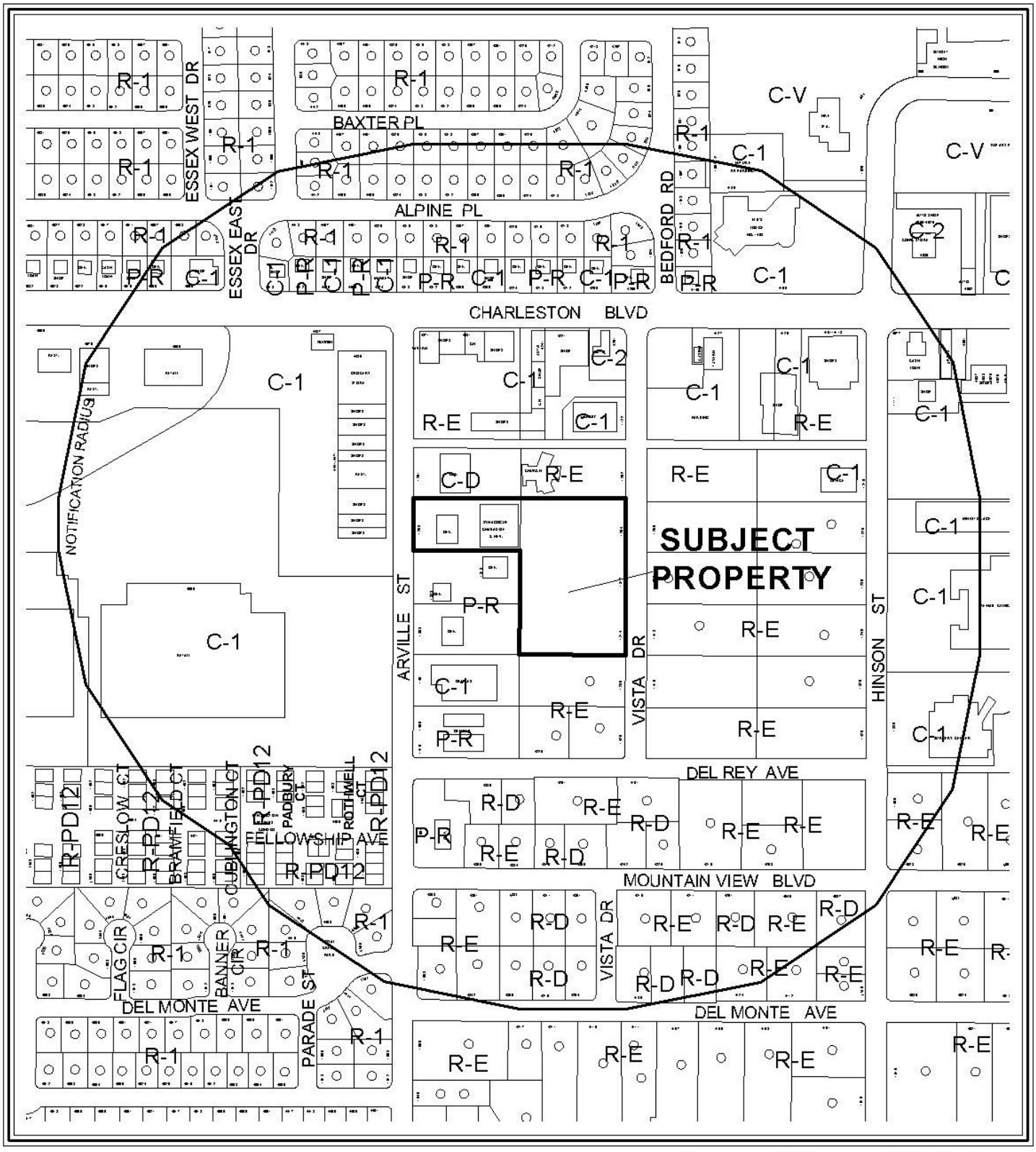
**DEPARTMENT: PLANNING & DEVELOPMENT**
**DIRECTOR: M. MARGO WHEELER** ☐ **Consent** ☒ **Discussion**

**SUBJECT:**
ROC-37581 – ABEYANCE ITEM - 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.** | **2** | **Planning Commission Mtg.** | **7** |
| **City Council Meeting** | **3** | **City Council Meeting** | **9** |

**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
8. Protest/Support Postcards
9. Submitted after Final Agenda – Withdrawal Letter by Brown, Brown and Premsrirut
10. Submitted after Meeting - City Council Approval Letter for SDR-18342 - Complete




**CASE:** **ROC-37581**

**RADIUS:** 1000 FT

**ZONING OF SUBJECT PROPERTY:** R-E (RESIDENCE ESTATES)

0 300 600 Feet

**CASE:** **ROC-37581**

**RADIUS:** 1000 FT

**ZONING OF SUBJECT PROPERTY:** R-E (RESIDENCE ESTATES)

N

City of Las Vegas

## AGENDA MEMO

**CITY COUNCIL MEETING DATE: JUNE 16, 2010**
**DEPARTMENT: PLANNING AND DEVELOPMENT**
**ITEM DESCRIPTION: APPLICANT/OWNER: CHABAD OF SOUTHERN NEVADA**

***THIS ITEM WAS HELD IN ABEYANCE FROM THE JUNE 2, 2010 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT***

**** 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:<br>• Construction of the school is progressing<br>• 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** 16

**PROTESTS** 5

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* [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 that submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Construction Code.

RECEIVED
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
No: 05-97161-1 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.

ALAN R. RIEKKI
CITY SURVEYOR, CITY OF LAS VEGAS, NEVADA
NEVADA CERTIFICATE NO. 12469

8/11/09
DATE

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.

BY: M. MARGO WHEELER, AICP
DIRECTOR OF PLANNING AND DEVELOPMENT
CITY OF LAS VEGAS

7/30/09
DATE

## 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.

BY: Shad Ormsby, P.E.
DIVISION OF WATER RESOURCES

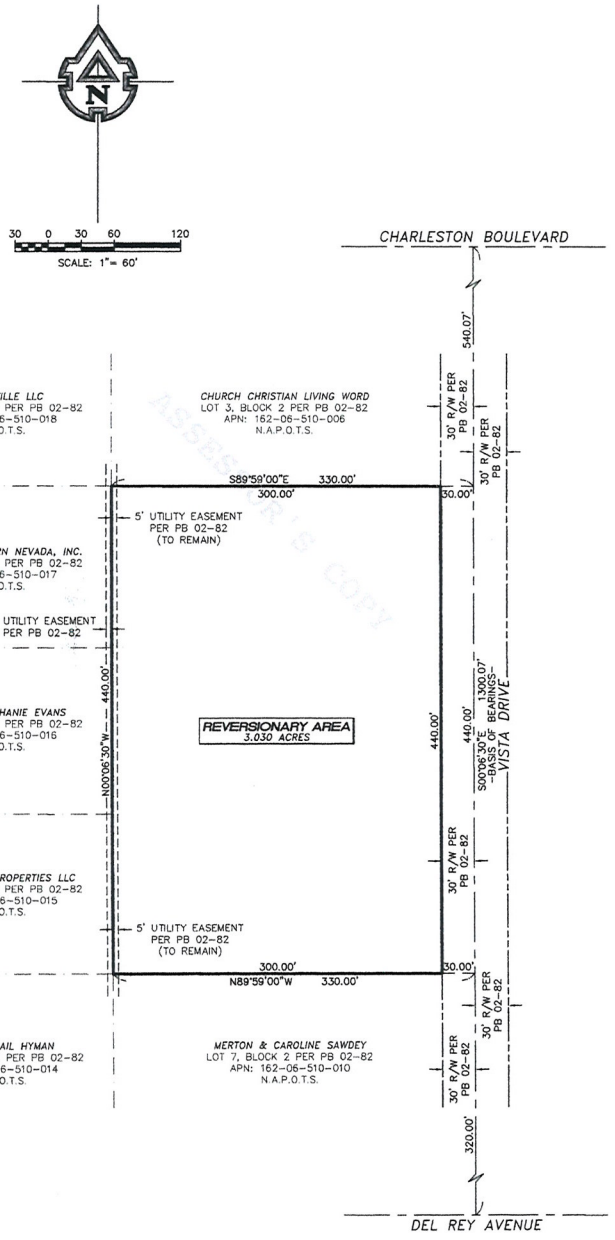
07/29/09
DATE

## 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.

BY: WALTER B. ROSS
SOUTHERN NEVADA HEALTH DISTRICT

07/28/09
DATE




## 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

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# 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

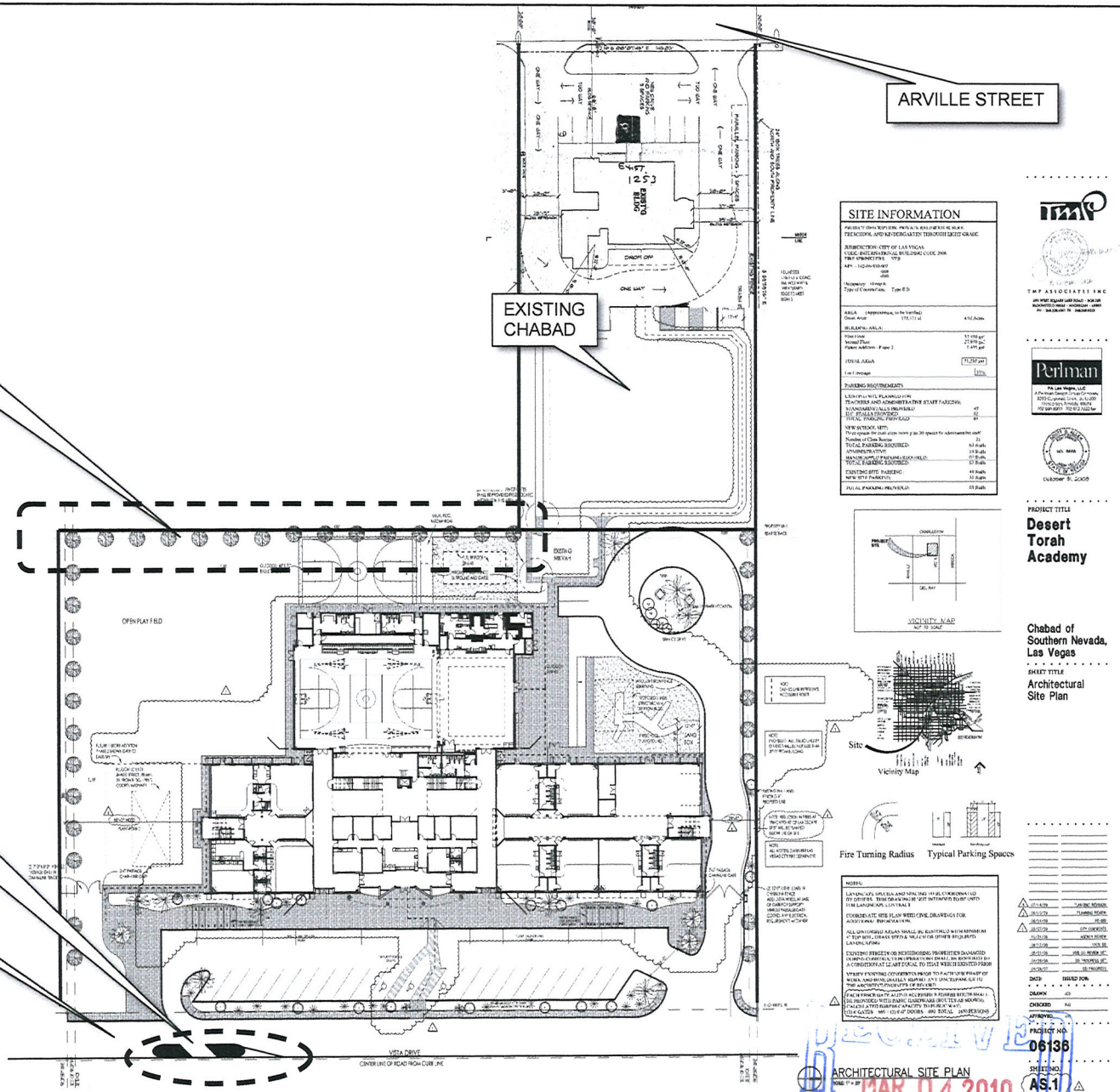

DATE: 07/07/2009 | JOB#: 1090090.00 | SHEET 1 OF 1

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.
20090913
CLARK COUNTY, NEVADA RECORDS
DEBBIE CONWAY - RECORDER
FEE: $34 DEPUTY BAT

**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




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.
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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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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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MAR 04 2010

ROC-37581

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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MAR 04 2010

ROC-37581

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M
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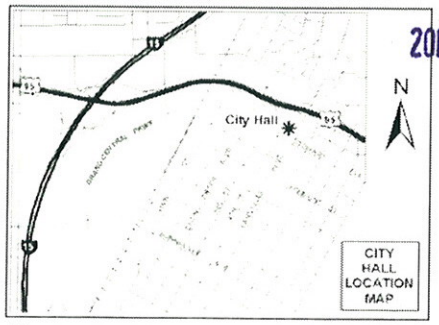
$ 00.41⁴
MAY 20 2010
MAILED FROM ZIP CODE 89101

RECEIVED
CITY CLERK
2010 MAY 25 A 11:13

**Return Service Requested**
**Official Notice of Public Hearing**




If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

Case: ROC-37581

16206510003
MAHILL L L C ETAL
8144 W MADDINGLEY AVE
LAS VEGAS NV 89117-7638

City Council Meeting of 06/02/2010

Submitted after final agenda

Date 5/25/10 Item 58

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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2010 MAY 27 A 11:07

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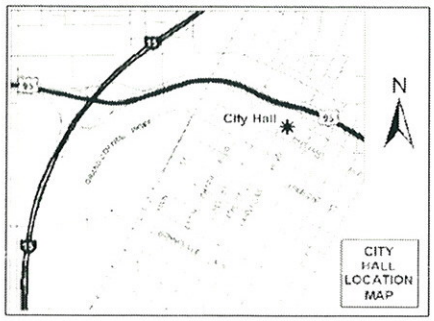
**Official Notice of Public Hearing**

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

City Council Meeting of 06/02/2010

Case: ROC-37581
16206217024
DEANNA & BILL LIVING TRUST
1456 BLISWORTH CT
LAS VEGAS NV 89102-1576

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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02 1M $ 00.41⁴
0004279218 MAY 20 2010
MAILED FROM ZIP CODE 89101

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2010 MAY 25 A 7:59

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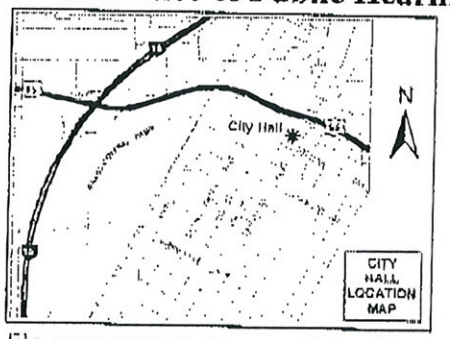
**Official Notice of Public Hearing**

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

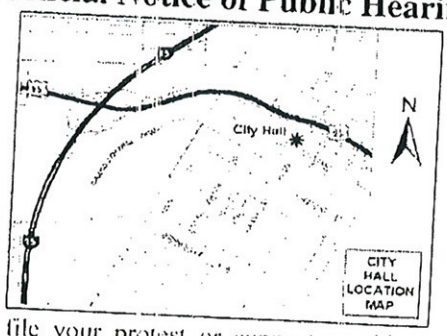
Please use available blank space on card for your comments.

City Council Meeting of 06/02/2010

Case: ROC-37581
16206510036
MCGRATH THOMAS J & ELIZABETH J
3075 WESTWIND RD
LAS VEGAS NV 89146-6858

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

**Return Service Requested**
**Official Notice of Public Hearing**

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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City Council Meeting of 06/02/2010

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2010 MAY 25 A 8:00

Case: ROC-37581
16206217016
LEDERMAN BATSHEVA
1473 BLISWORTH CT #102
LAS VEGAS NV 89102-1408

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

RECEIVED
CITY CLERK

2010 MAY 25 A 11:13

REPORTED
FIRST CLASS

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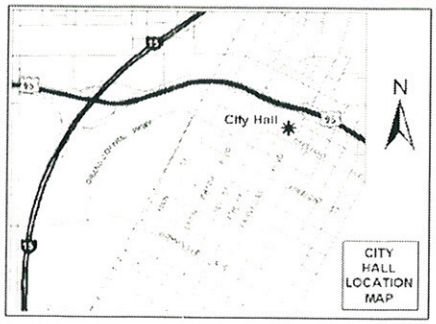
MAY 20 2010
MAILED FROM ZIPCODE 89101

**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.

City Council Meeting of 06/02/2010

Case: ROC-37581
16206217046
RODMAN MOISHE BORUCH & PAULA
1456 CRESLOW CT #102
LAS VEGAS NV 89102-1688

05/28/2010 12:05 FAX 002

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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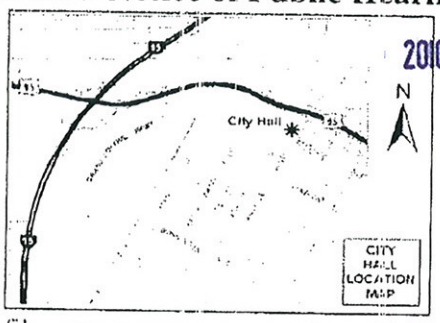
**Official Notice of Public Hearing**

2010 MAY 28 P 12:46

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

City Council Meeting of 06/02/2010

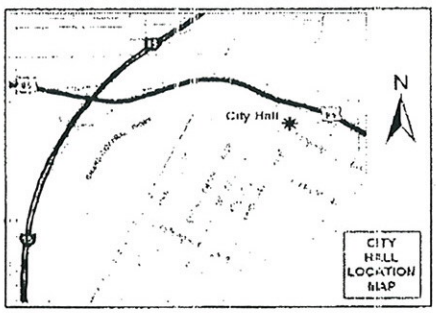
Case: ROC-37581

16206510012
PEREG ZOHAR
1119 OCEAN PKWY
BROOKLYN NY 11230-4052

05/28/2010 07:51 FAX 002

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 City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

City Council Meeting of 06/02/2010

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CITY CLERK
2010 MAY 28 A 7:47

Case: ROC-37581

16206610005
MORRIS TRUST
4210 MOUNTAIN VIEW BLVD
LAS VEGAS NV 89102-3811

submitted after final agen...

Date 5/28/2010 Item 58 W-1

City of Las Vegas
Office Of The City Clerk
500 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
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MAY 26 2010
MAILED FROM ZIP CODE 89101

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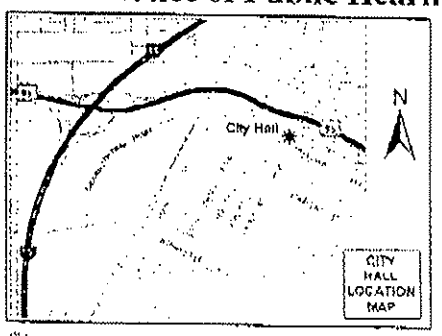
CITY CLERK

**Return Service Requested**
**Official Notice of Public Hearing**

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

Case: ROC-37581

162066010041
PITTERMAN ARTHUR B & SHARI J
1706 BEARDEN DR
LAS VEGAS NV 89106-4107

City Council Meeting of 06/02/2010

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

RECEIVED
CITY CLERK

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
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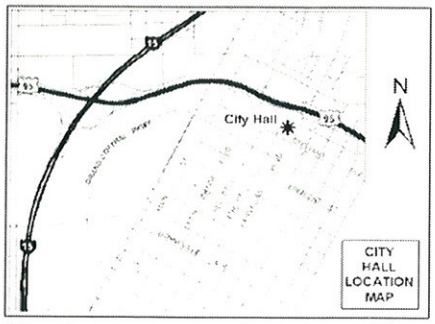
MAY 20 2010
MAILED FROM ZIP CODE 89101

2010 JUN -1 A 10:55

**Return Service Requested**
**Official Notice of Public Hearing**

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

City Council Meeting of 06/02/2010

Case: ROC-37581

13931411019
MOORE OVID A & EDNA E TRUST
P O BOX 26627
LAS VEGAS NV 89126-0627

Submitted after final age...

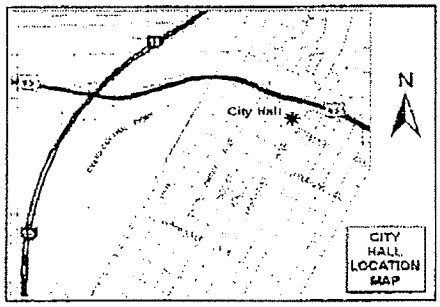
Date 6/1/2010 Item 58 N-1

RECEIVED
CITY CLERK

2010 MAY 21 P 4:53

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

**Return Service Requested**
**Official Notice of Public Hearing**

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

City Council Meeting of 06/02/2010

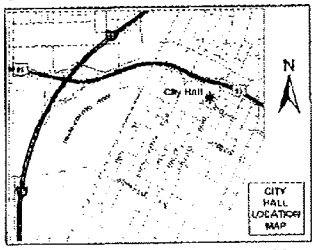
Case: ROC-37581
16206502004
LIED FOUNDATION TRUST
3907 W CHARLESTON BLVD
LAS VEGAS NV 89102-1620

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 MAY 20 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.

City Council Meeting of 06/02/2010

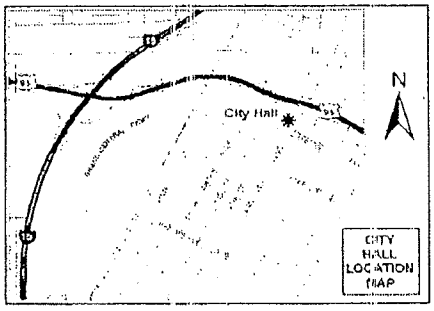
RECEIVED
CITY CLERK
2010 MAY 24 A 8:01

Case: ROC-37581
13931410140
SEIDNER DAVID M & GAIL W
P O BOX 80960
LAS VEGAS NV 89180-0960

05/22/2010 SAT 19:13 [TX/RX NO 7811] 0001

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

**Return Service Requested**
**Official Notice of Public Hearing**

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

City Council Meeting of 06/02/2010

RECEIVED
CITY CLERK
2010 MAY 24 P 1:04

Case: ROC-37581

16206610009
Y & D FAMILY TRUST
4211 MOUNTAIN VIEW BLVD
LAS VEGAS NV 89102-3815

05/24/2010 MON 12:00 [TX/RX NO 7820] ☑002

LAW OFFICE

Brown, Brown & Premsrirut

AN ASSOCIATION OF PROFESSIONAL CORPORATIONS
520 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101-6520

JAY H. BROWN
DAVID T. BROWN
PUOY K. PREMSRIRUT

TELEPHONE (702) 384-5563
FACSIMILE (702) 385-1023
EMAIL: jbrown@brownlawlv.com

June 15, 2010

2010 JUN 15 P 4:38
RECEIVED
CITY CLERK

VIA FACSIMILE TO 382-4803

Ms. Beverly Bridges - City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Re: City Council Agenda of June 16, 2010
Item No. 87. ROC-37581 Abeyance Item
Applicant: Chabad of Southern Nevada

Dear Ms. Bridges:

Please be advised that I represent the applicant in the above referenced matter.

I respectfully request that this item be withdrawn without prejudice from the June 16, 2010 City Council meeting.

Thank you for your assistance in this matter.

Very truly yours,

Jay H. Brown

JHB:df

cc: Councilwoman Lois Tarkanian via facsimile 382-8558

Submitted after final agenda

Date 6/15/2010 Item 87 W-1

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

February 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.

F. 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.Attorney's Office prior to issuance of any building or grading permits.

G. School zone signs on Vista Drive shall be at 15 mph.

H School crosswalk shall be striped.

I. There shall be no parking on the east or west side of Vista Drive from West Charleston Boulevard to Del Rey Avenue.

J. Resident parking permits will be provided.

K. A new traffic study shall be conducted six (6) months after opening of new facility.

Planning & Development

1. No high school shall be constructed or operated on the site.

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. Recordation of a reversionary parcel map or administrative joining consolidating the three adjoining parcels adjacent to Vista Drive (APNs 162-06-510-007, -008, and -009) on the site prior to issuance of any building or grading permits.

4. Recordation of a shared parking agreement between the property located at 1253 Arville Street and the resulting parcel created from the remapping of the three adjoining parcels adjacent to Vista Drive to be filed with the City Attorney's Office prior to issuance of any building or grading permits.

5. All development shall be in conformance with the site plan, landscape plan, floor plans, and building elevations date stamped: 9/28/07, except as amended by conditions herein.

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. 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 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.

18. 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.

19. Coordinate with the Collection System Planning Section of the Department of Public Works to determine an appropriate location for public sewer connection and the location for sewer stubs prior to the submittal of any construction drawings. Provide public sewer easements for all public sewers not located within existing public street right-of-way prior to the issuance of any permits as required by the Department of Public Works. Improvement Drawings submitted to the City for review shall not be approved for construction until all required public sewer easements necessary to connect this site to the existing public sewer system have been granted to the City.

20. 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.

21. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the submittal of a Map subdividing this site, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site. In lieu of constructing improvements, in whole or in part, the developer may agree to contribute monies for the

construction of neighborhood or local drainage improvements, the amount of such monies shall be determined by the approved Drainage Plan/Study and shall be contributed prior to the issuance of any building or grading permits, or the recordation of a Map subdividing this site, whichever may occur first, if allowed by the City Engineer.

Sincerely,

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

City of Las Vegas Agenda Item No.: **88.**

## *AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT*

**CITY COUNCIL MEETING OF: JUNE 16, 2010**

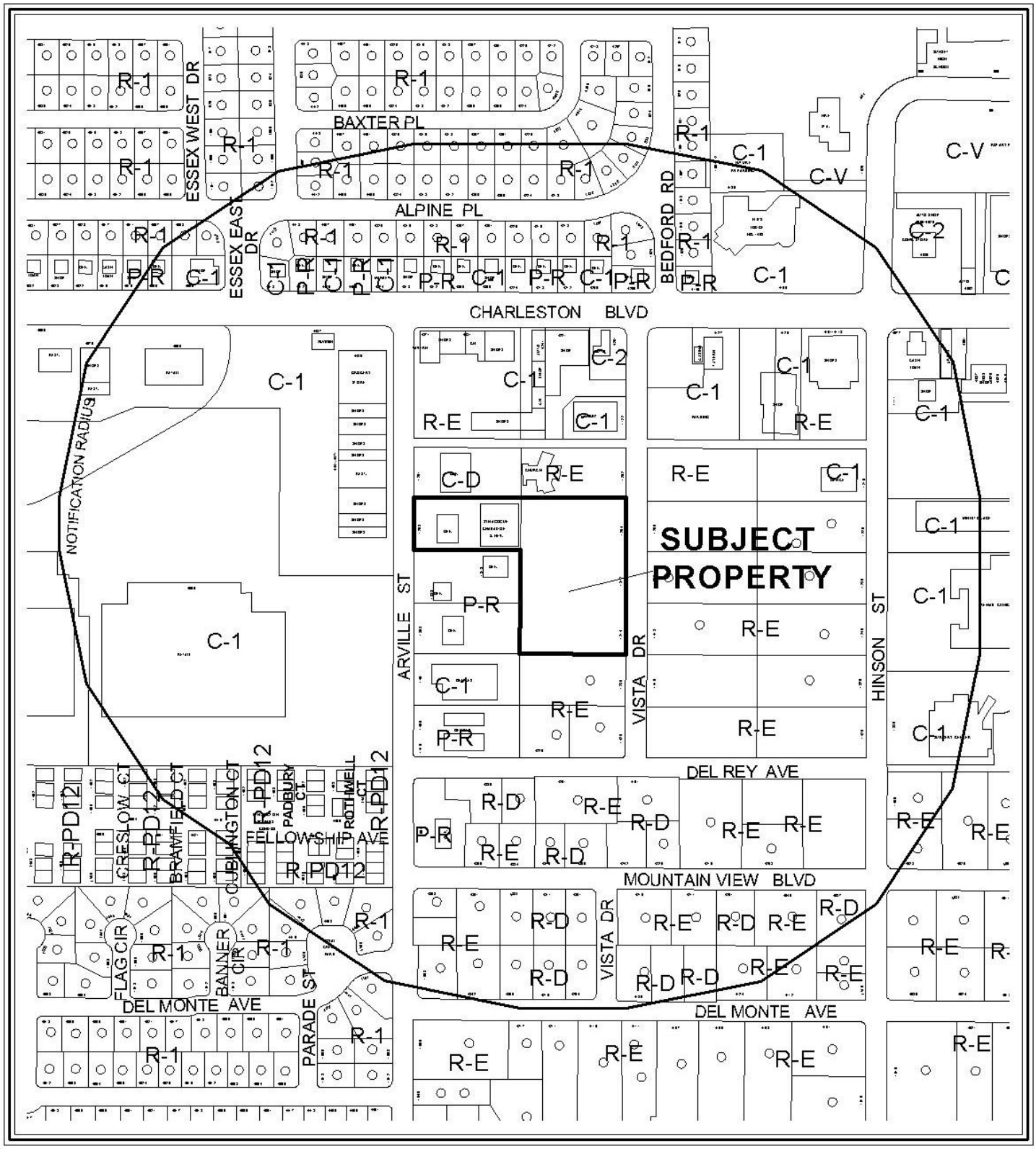
**DEPARTMENT: PLANNING & DEVELOPMENT**
**DIRECTOR: M. MARGO WHEELER** ☐ **Consent** ☒ **Discussion**

**SUBJECT:**
VAR-37276 – ABEYANCE ITEM - 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** | **4** | **City Council Meeting** | **9** |

**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. Protest/Support Postcards for VAR-37276 and VAR-37277
7. Submitted after Meeting – Recordation Notices of Council Action and Conditions of Approval for VAR-37276, VAR-37277, SDR-36050, VAR-37627 and SDR-37579
8. Backup referenced from the April 22, 2010 Planning Commission Meeting for 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 16, 2010**
**DEPARTMENT: PLANNING AND DEVELOPMENT**
**ITEM DESCRIPTION: APPLICANT/OWNER: CHABAD SOUTHERN NEVADA, INC.**

***THIS ITEM WAS HELD IN ABEYANCE FROM THE JUNE 2, 2010 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT***

**** 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<br>SDR-36050 |
| **VAR-37277** | Staff recommends DENIAL, if approved subject to conditions: | VAR-37276<br>SDR-36050 |
| **SDR-36050** | Staff recommends DENIAL, if approved subject to conditions: | VAR-37276<br>VAR-37277 |

**** 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.

SG

# 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.<br>• A Variance is required for rear yard setback to allow 10 feet where 35 feet is required.<br>• 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<br>• Side<br>• Rear | <br>10 Feet<br>35 Feet | <br>160 Feet<br>10 Feet | <br>Y<br>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** 20

**PROTESTS** 8

# 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

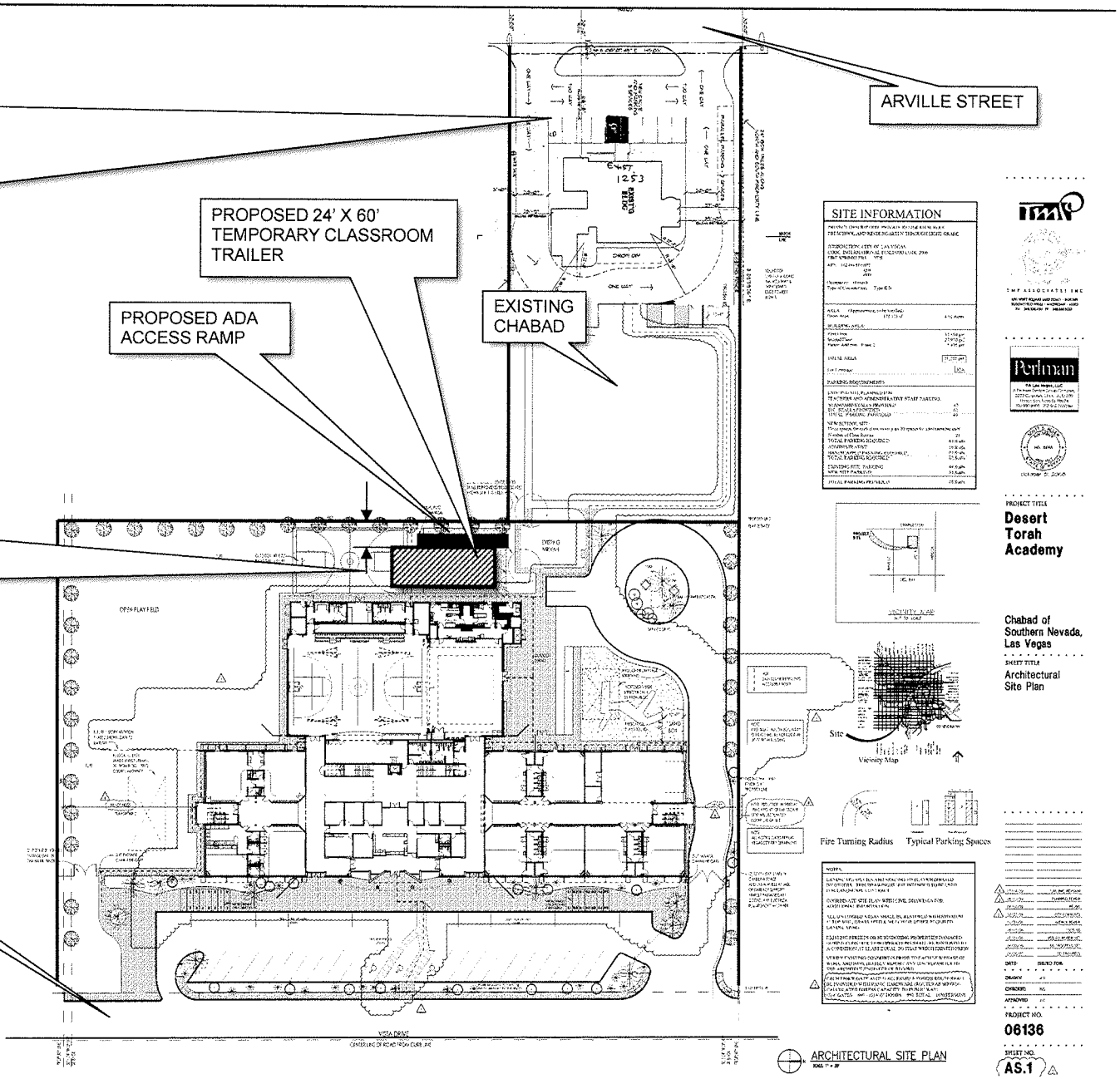
TEMP. CLASSROOM TRAILER
Parking Required = 9
Parking Provided = 5

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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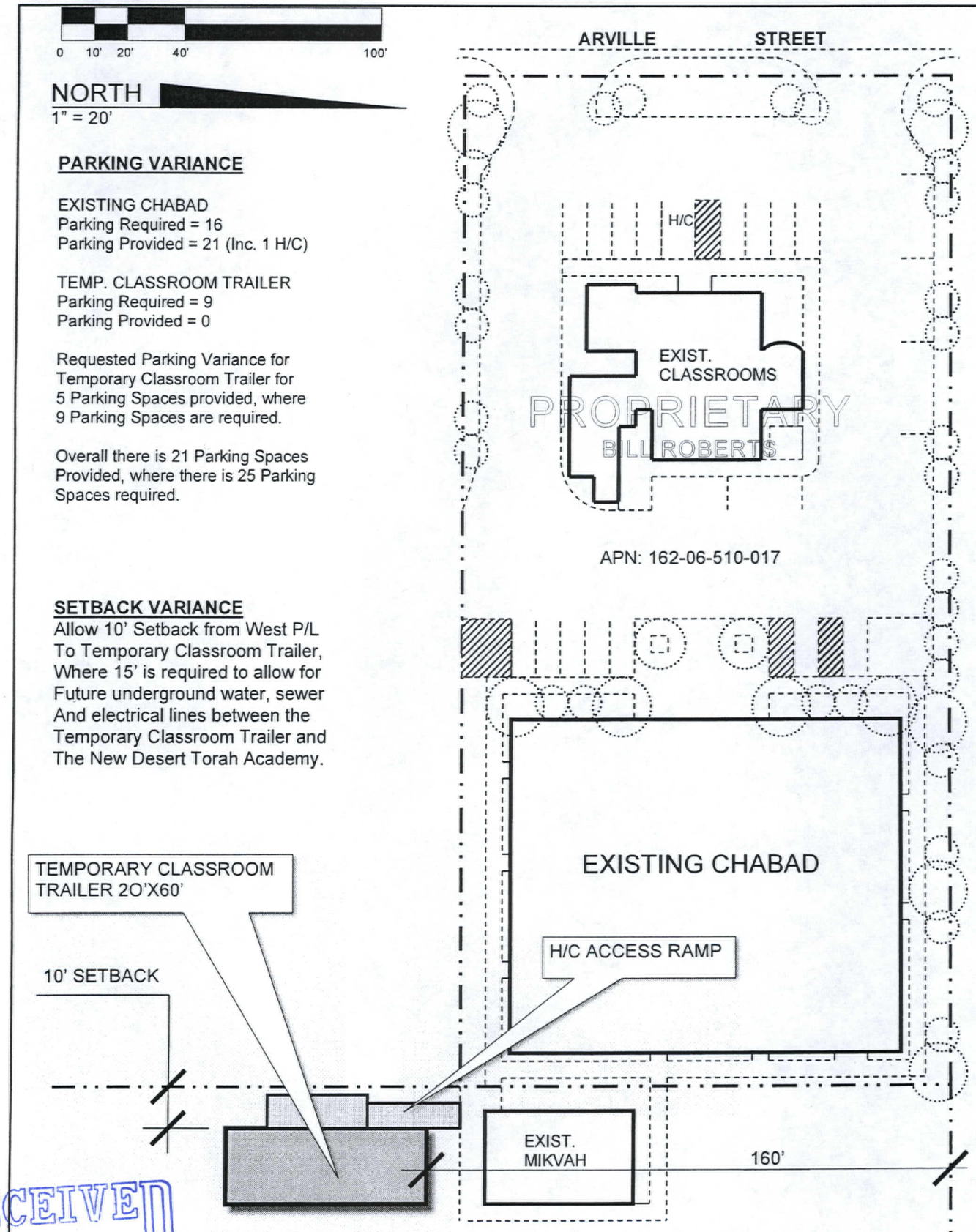
JAN 26 2010

**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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JAN 26 2010

**VAR-37276**
**03/25/10 PC**

WEST ELEVATION

WITH ADA ACCESS RAMP AS REQUIRED

RECEIVED
JAN 26 2010

**VAR-37276**
**03/25/10 PC**

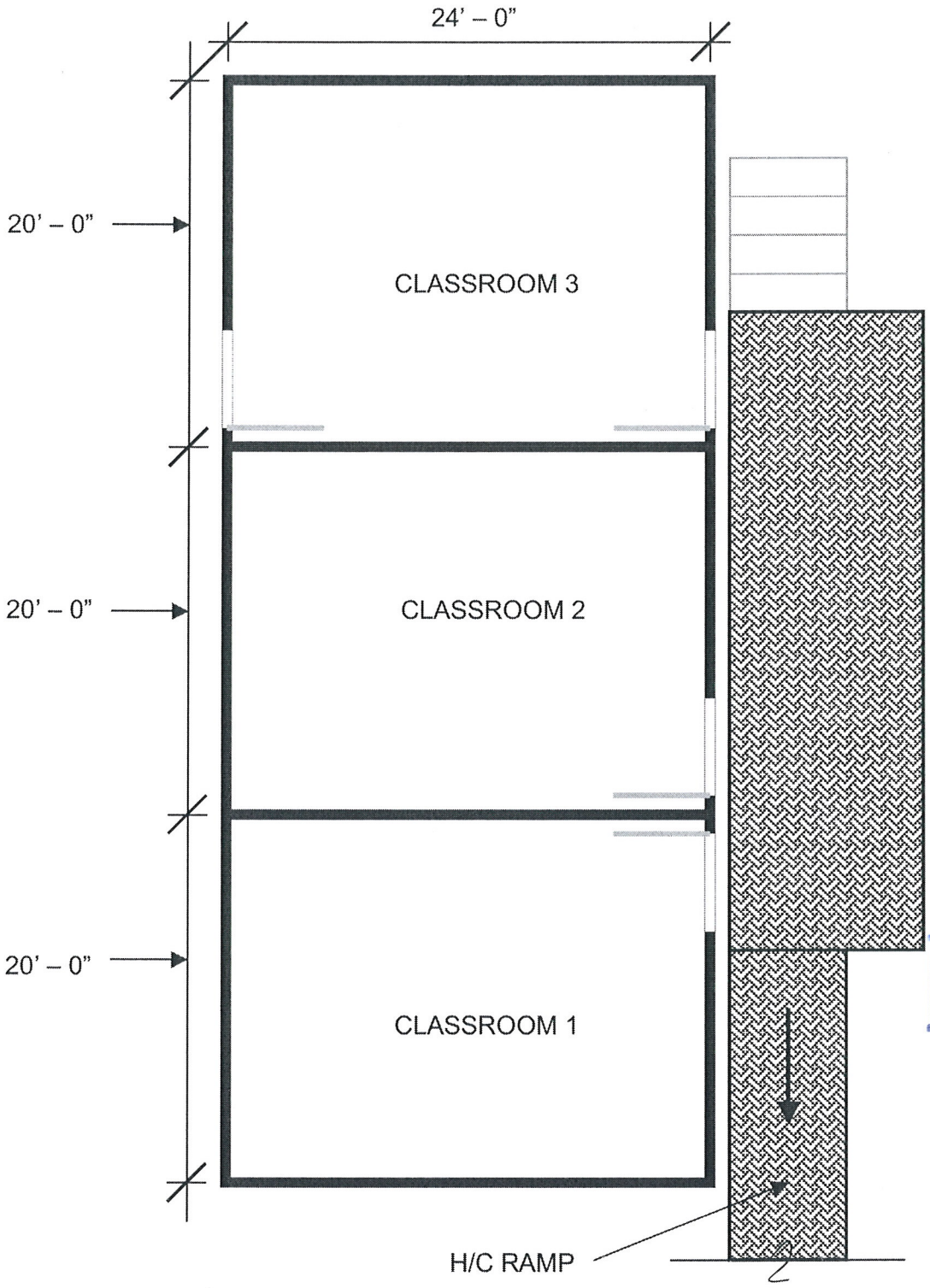
SOUTH ELEVATION

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.
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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

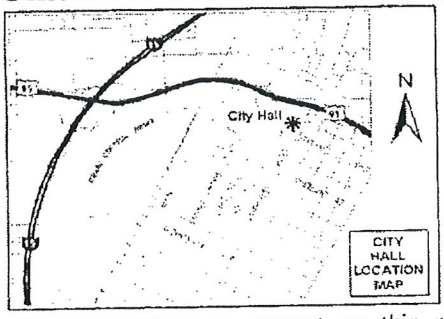
RECEIVED
JAN 25 2010

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**

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

**Return Service Requested**
**Official Notice of Public Hearing**




If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

**VAR-37276 & VAR-37277**
City Council Meeting of 6/2/2010

RECEIVED
CITY CLERK
2010 MAY 24 A 11:46

LIED FOUNDATION TRUST
HIXSON CHRISTINA M TRS
3907 W CHARLESTON BLVD
LAS VEGAS NV 89102-1620

APN#16206502003

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

RECEIVED
CITY CLERK

2010 MAY 26 A 9:12

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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0004279218 MAY 21 2010
MAILED FROM ZIP CODE 89101

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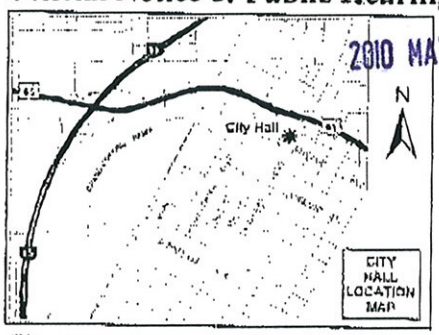
**Official Notice of Public Hearing**

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

**VAR-37276 & VAR-37277**
City Council Meeting of 6/2/2010

MCGRATH THOMAS J & ELIZABETH J
3075 WESTWIND RD
LAS VEGAS NV 89146-6858

APN#16206510036

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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CITY CLERK

2010 MAY 25 A 11:14

PRESORTED FIRST CLASS

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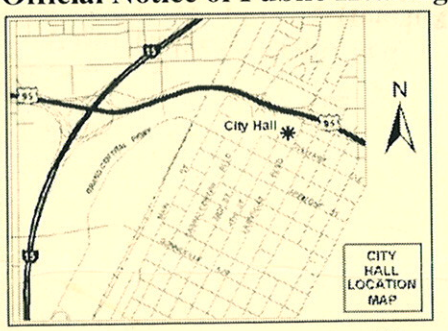
**Return Service Requested**
**Official Notice of Public Hearing**

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

**VAR-37276 & VAR-37277**
City Council Meeting of 6/2/2010

ROBERTS MICHAEL
LADUA ANGEL
3270 STERLINGSHIRE DR
LAS VEGAS NV 89146-6226

APN#16206605003

Submitted after final agenda
5/26/2010 59 x 60
Date Item

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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PERIODICALS
REPORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
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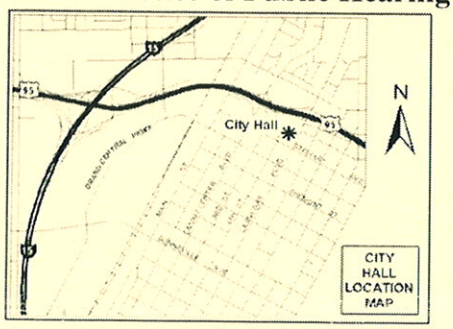
$ 00.41⁴
MAY 21 2010
MAILED FROM ZIP CODE 89101

2010 MAY 27 A 11:06

**Return Service Requested**
**Official Notice of Public Hearing**




If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

**VAR-37276 & VAR-37277**

City Council Meeting of 6/2/2010

DEANNA & BILL LIVING TRUST
1456 BLISWORTH CT
LAS VEGAS NV 89102-1576

APN#16206217024

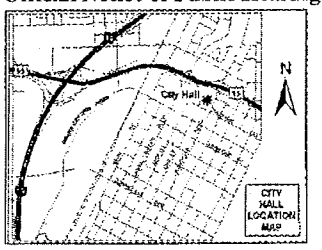
001/001

RECEIVED
CITY CLERK

2010 MAY 24 A 8:01

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

**Return Service Requested**
**Official Notice of Public Hearing**

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

**VAR-37276 & VAR-37277**
City Council Meeting of 6/2/2010

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 MAY 21 2010
MAILED FROM ZIPCODE 89101

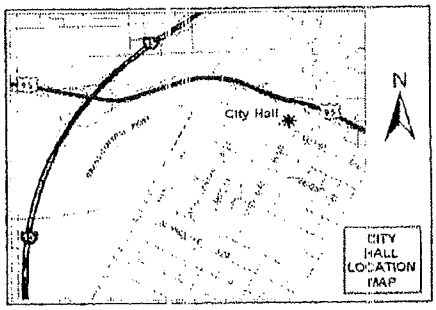
SEIDNER DAVID M & GAIL W
P O BOX 80960
LAS VEGAS NV 89180-0960

APN#13931410140

SEIDNER
05/22/2010 19:46 FAX 7023671521
05/22/2010 SAT 19:46 [TX/RX NO 7010] 001

Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

**Return Service Requested**
**Official Notice of Public Hearing**




RECEIVED
CITY CLERK

2010 MAY 24 P 1:03

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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**
City Council Meeting of 6/2/2010

Y & D FAMILY TRUST
HARLIG RABBI YEHOSHUA & DINA TRS
4211 MOUNTAIN VIEW BLVD
LAS VEGAS NV 89102-3815

APN#16206610009

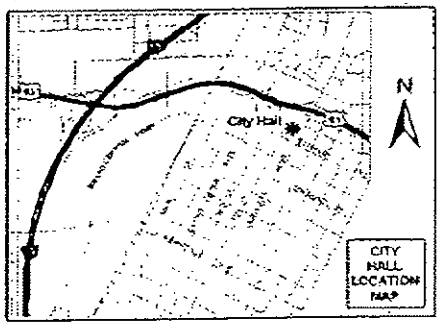
RECEIVED
CITY CLERK

2010 MAY 26 A 9:27

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

**Return Service Requested**

**Official Notice of Public Hearing**

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[X] I SUPPORT this Request

[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

**VAR-37276 & VAR-37277**

City Council Meeting of 6/2/2010

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES

02 1M $ 00.41[4]
0004279216 MAY 21 2010
MAILED FROM ZIPCODE 89101

PITTERMAN ARTHUR B & SHARI J
1706 BEARDEN DR
LAS VEGAS NV 89106-4107

APN#16206610041

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

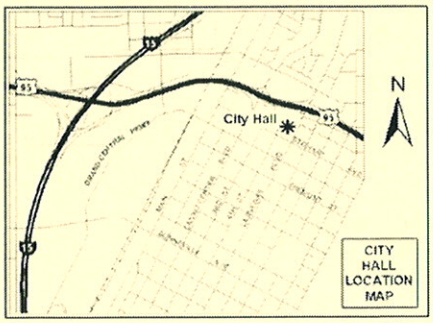
RECEIVED
CITY CLERK

2010 MAY 25 P 3:50

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279218
$ 00.41⁴
MAY 21 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-37276 & VAR-37277**
City Council Meeting of 6/2/2010

RODMAN MOISHE BORUCH & PAULA
1456 CRESLOW CT #102
LAS VEGAS NV 89102-1688

APN#16206217046

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

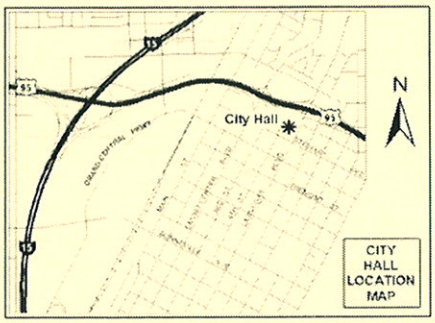
RECEIVED
CITY CLERK

2010 MAY 25 A 11:14

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279218
$ 00.41⁴
MAY 21 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-37276 & VAR-37277**
City Council Meeting of 6/2/2010

BABCOCK JOHN
P O BOX 27045
LAS VEGAS NV 89126-1045

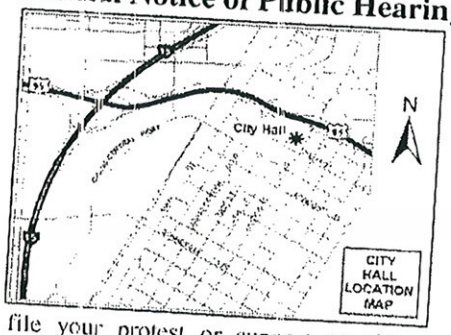
APN#16206610026

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas. Nevada 89101

RECEIVED
CITY CLERK

2010 MAY 25 A 8:00

**Return Service Requested**
**Official Notice of Public Hearing**

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☒ I SUPPORT this Request

☐ I OPPOSE this Request

Please use available blank space on card for your comments.

**VAR-37276 & VAR-37277**

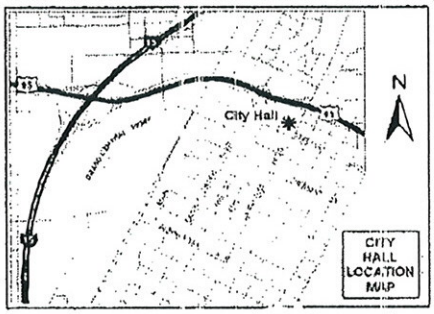
City Council Meeting of 6/2/2010

LEDERMAN BATSHEVA
1473 BLISWORTH CT #102
LAS VEGAS NV 89102-1408

APN#16206217016

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

**Return Service Requested**
**Official Notice of Public Hearing**

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

**VAR-37276 & VAR-37277**
City Council Meeting of 6/2/2010

RECEIVED
CITY CLERK
2010 MAY 28 P 12:49

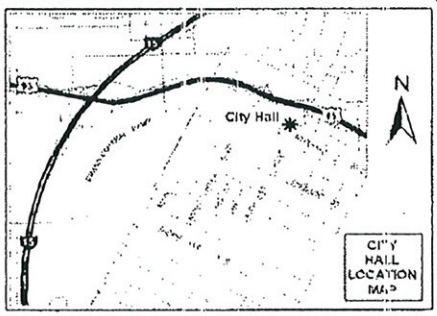
PEREG ZOHAR
1119 OCEAN PKWY
BROOKLYN NY 11230-4052

APN#16206510012

05/28/2010 FRI 10:42 [TX/RX NO 7841] 002

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

**Return Service Requested**
**Official Notice of Public Hearing**

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

**VAR-37276 & VAR-37277**
City Council Meeting of 6/2/2010

RECEIVED
CITY CLERK
2010 MAY 28 A 7:47

MORRIS TRUST
MORRIS THOMAS D & SOMRUDEE TRS
4210 MOUNTAIN VIEW BLVD
LAS VEGAS NV 89102-3811

APN#16206610005

submitted after final agenda

Date 5/28/2010 Item 59 & 60 W-1

05/28/2010 FRI 06:29 [TX/RX NO 7838] 001

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

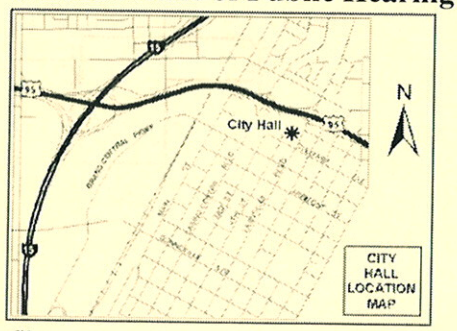
RECEIVED
CITY CLERK

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279218
$ 00.41⁴
MAY 21 2010
MAILED FROM ZIP CODE 89101

2010 JUN -1 A 10:55

**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**
City Council Meeting of 6/2/2010

MOORE OVID A & EDNA E TRUST
MOORE OVID A & EDNA E TRS
P O BOX 26627
LAS VEGAS NV 89126-0627

APN#13931411018

Submitted after final agenda

Date 6/1/10 Item 59 #60
W-1

Inst #: 201006240002885
Fees: $14.00
N/C Fee: $0.00
06/24/2010 01:22:16 PM
Receipt #: 401330
Requestor:
LAS VEGAS CITY
Recorded By: RNS Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

APN(s): 162-06-501-004

**CITY OF LAS VEGAS NOTICE OF ZONING ACTION**

TO: ALL INTERESTED PARTIES

**Assessor's Parcel No(s):** 162-06-501-004

**Legal Description**: LOTS FOUR (4), FIVE (5), AND SIX (6) IN BLOCK TWO (2) OF HINSON HEIGHTS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 2, OF PLATS, PAGE 82, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PLEASE BE ADVISED that the Las Vegas City Council, at a duly-noticed hearing held on **June 16, 2010** approved the following **Case Number(s): SDR-36050, VAR-37276, VAR-37277, SDR-37579, and VAR-37627** together with various conditions, limitations, and restrictions which may affect your occupancy and/or use, and any other successor property owner(s) occupancy and/or use of the above-referenced real property in the city of Las Vegas.

YOU ARE HEREBY ADVISED AND DIRECTED to contact the city of Las Vegas' Department of Planning & Development and/or the Las Vegas City Clerk's Office to request a copy of any and all such conditions, limitations, or restrictions.

June 17, 2010

Fred Solis, AICP, Senior Planner
City of Las Vegas
731 South Fourth Street
Las Vegas, NV 89101 – (702) 229-6301

**WHEN RECORDED, RETURN TO:**
**CITY OF LAS VEGAS, CITY CLERK**
**400 STEWART AVENUE, 1ST FLOOR**
**LAS VEGAS, NV 89101**

Inst #: 201006240002886
Fees: $14.00
N/C Fee: $0.00
06/24/2010 01:22:16 PM
Receipt #: 401330
Requestor:
LAS VEGAS CITY
Recorded By: RNS Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

APN(s): 162-06-510-017

**CITY OF LAS VEGAS NOTICE OF ZONING ACTION**

TO: ALL INTERESTED PARTIES

**Assessor's Parcel No(s):** 162-06-510-017

**Legal Description**: LOT THIRTEEN (13) IN BLOCK TWO (2) OF HINSON HEIGHTS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 2, OF PLATS, PAGE 82, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PLEASE BE ADVISED that the Las Vegas City Council, at a duly-noticed hearing held on **June 16, 2010** approved the following **Case Number(s): SDR-36050, VAR-37276, VAR-37277, and SDR-37579,** together with various conditions, limitations, and restrictions which may affect your occupancy and/or use, and any other successor property owner(s) occupancy and/or use of the above-referenced real property in the city of Las Vegas.

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June 17, 2010

Fred Solis, AICP, Senior Planner
City of Las Vegas
731 South Fourth Street
Las Vegas, NV 89101 – (702) 229-6301

**WHEN RECORDED, RETURN TO:**
**CITY OF LAS VEGAS, CITY CLERK**
**400 STEWART AVENUE, 1ST FLOOR**
**LAS VEGAS, NV 89101**

**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

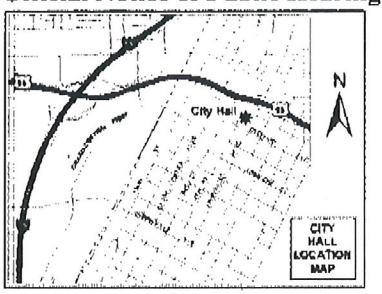
PRESORTED FIRST CLASS

$ 00.41[4]

MAILED FROM ZIP CODE

**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

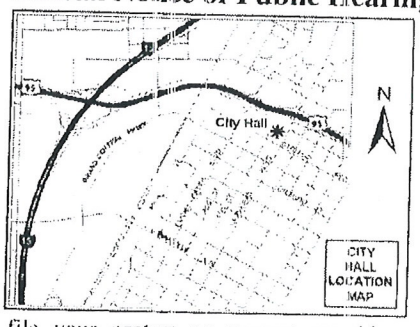
Case: VAR-37276
13931410141
CHANCELLOR SHIELA G & LOYDE
4600 EVERGREEN PL
LAS VEGAS NV 89107-4218

RECEIVED
APR 12 2010

33-34
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**

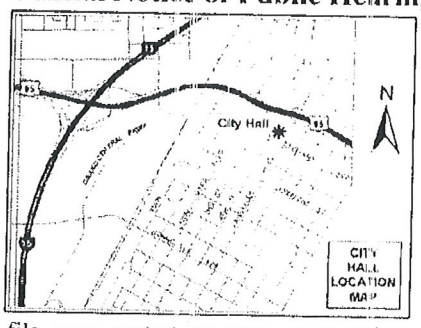
Planning Commission Meeting of 4/22/2010

16206510012
PEREG ZOHAR
1119 OCEAN PKWY
BROOKLYN NY 11230-4052

Case: VAR-37276

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

16206510012
PEREG ZOHAR
1119 OCEAN PKWY
BROOKLYN NY 11230-4052

Case: VAR-37627

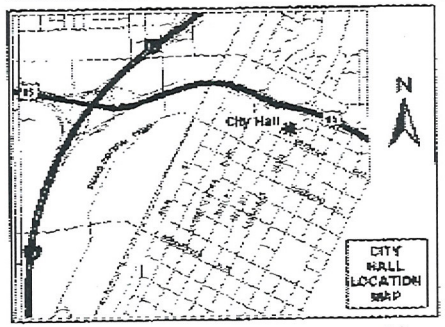
33, 34, 36
A

001/001

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

RECEIVED
APR 13 2010

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES

02 1M $ 00.41⁴
0004279218 APR09 2010
MAILED FROM ZIPCODE 89101

Case: VAR-37276
13931410140
SEIDNER DAVID M & GAIL W
P O BOX 80960
LAS VEGAS NV 89180-0960

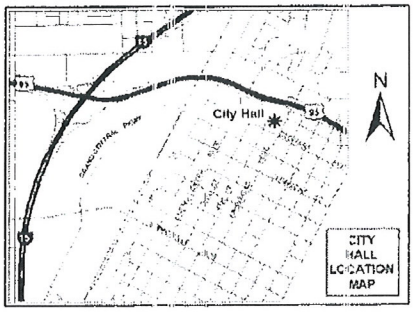
RECEIVED
APR 13 2010

33-34 A

04/13/2010 06:14 FAX 7023671521 SEIDNER

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

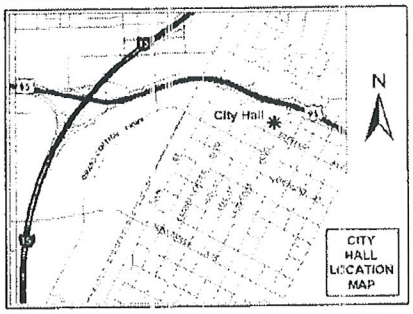
Case: VAR-37276
16206501004
CHABAD SOUTHERN NEVADA INC
%S HARLIG
1254 VISTA DR
LAS VEGAS NV 89102-1610

RECEIVED
APR 13 2010

33-34
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

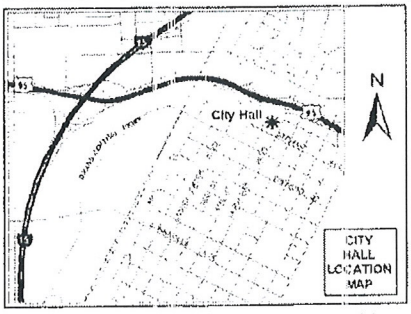
16206610005
MORRIS TRUST
4210 MOUNTAIN VIEW BLVD
LAS VEGAS NV 89102-3811

RECEIVED
APR 13 2010

33-34
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.

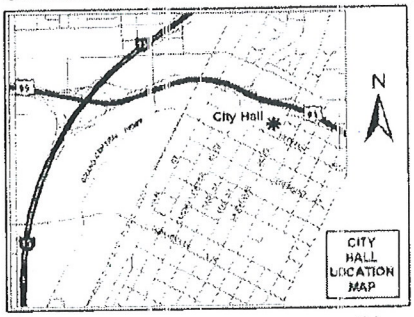
**VAR-37276 & VAR-37277**
Planning Commission Meeting of 4/22/2010

Case: VAR-37276
16206510017
CHABAD SOUTHERN NEVADA INC
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

RECEIVED
APR 13 2010

**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
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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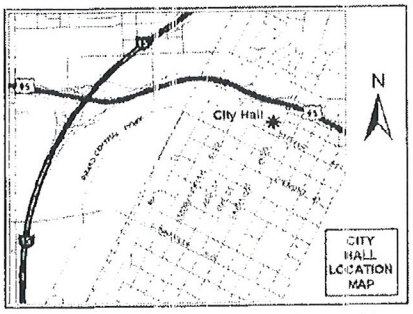


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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

**SDR-36050 & SDR-37579**

Planning Commission Meeting of 4/22/2010

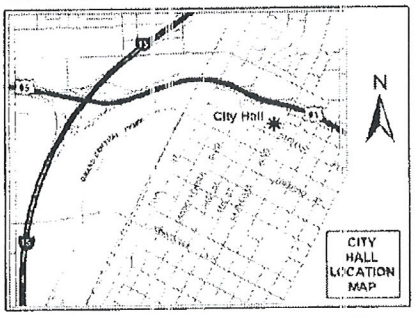
Case: SDR-36050

16206610009
Y & D FAMILY TRUST
4211 MOUNTAIN VIEW BLVD
LAS VEGAS NV 89102-3815

RECEIVED
APR 13 2010

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

**Return Service Requested**
**Official Notice of Public Hearing**

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

**VAR-37276 & VAR-37277**

Planning Commission Meeting of 4/22/2010

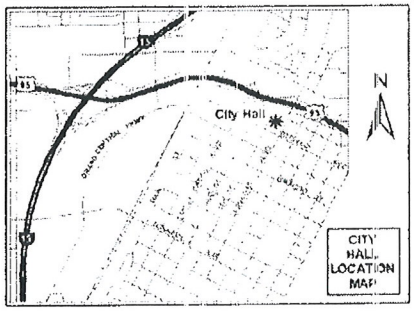
Case: VAR-37276

16206610009
Y & D FAMILY TRUST
4211 MOUNTAIN VIEW BLVD
LAS VEGAS NV 89102-3815

33, 34, 35, 37
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.

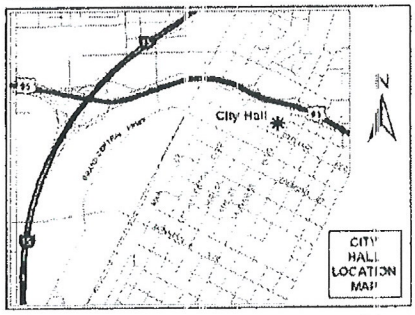
**SDR-36050 & SDR-37579**
Planning Commission Meeting of 4/22/2010

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

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
16206510035
CHABAD SOUTHERN NEVADA INC
1261 ARVILLE ST
LAS VEGAS NV 89102-1600

33,34,35,37
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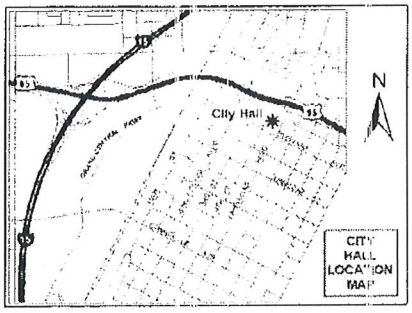
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

**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**

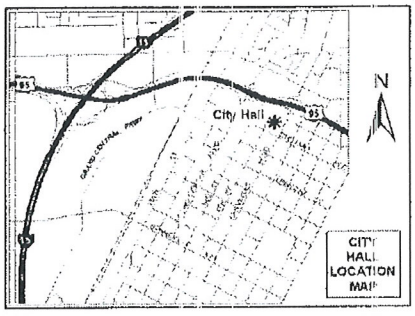
Planning Commission Meeting of 4/22/2010

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

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.: **89.**

## *AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT*

**CITY COUNCIL MEETING OF: JUNE 16, 2010**

**DEPARTMENT: PLANNING & DEVELOPMENT**
**DIRECTOR: M. MARGO WHEELER** ☐ **Consent** ☒ **Discussion**

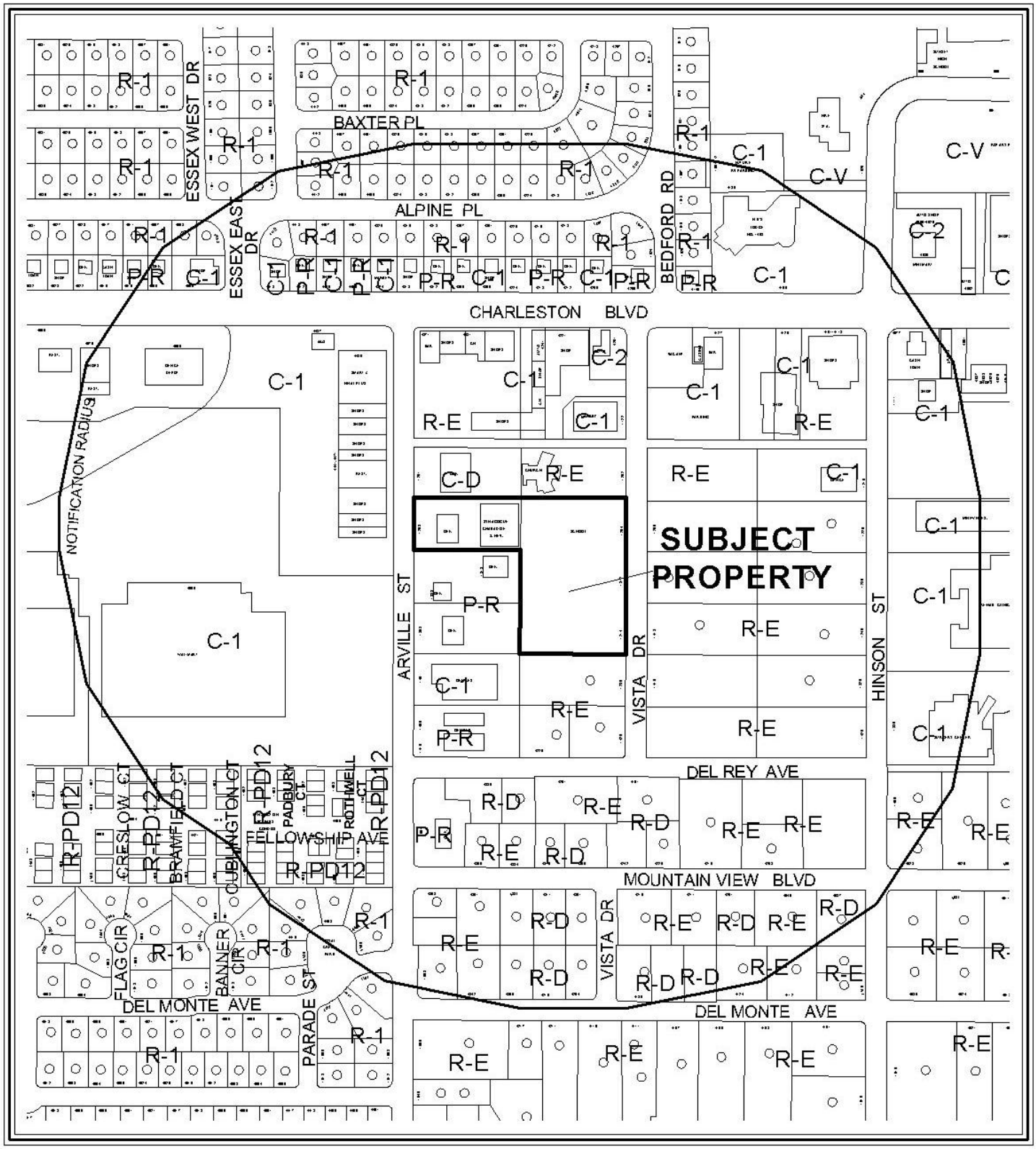
**SUBJECT:**
VAR-37277 – ABEYANCE ITEM - VARIANCE RELATED TO VAR-37276 - PUBLIC HEARING - APPLICANT/OWNER: CHABAD OF SOUTHERN NEVADA, INC. - Request for a Variance to ALLOW 21 PARKING SPACES WHERE 25 SPACES ARE REQUIRED on 4.04 acres at 1312 Vista Drive and 1261 Arville Street (APNs 162-06-501-004 and 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** | **4** | **City Council Meeting** | **9** |

**RECOMMENDATION:**
Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL, subject to conditions:

**BACKUP DOCUMENTATION:**
1. Consolidated Backup
2. Location and Aerial Maps
3. Supporting Documentation
4. Justification Letter
5. Protest/Support Postcards

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

# 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

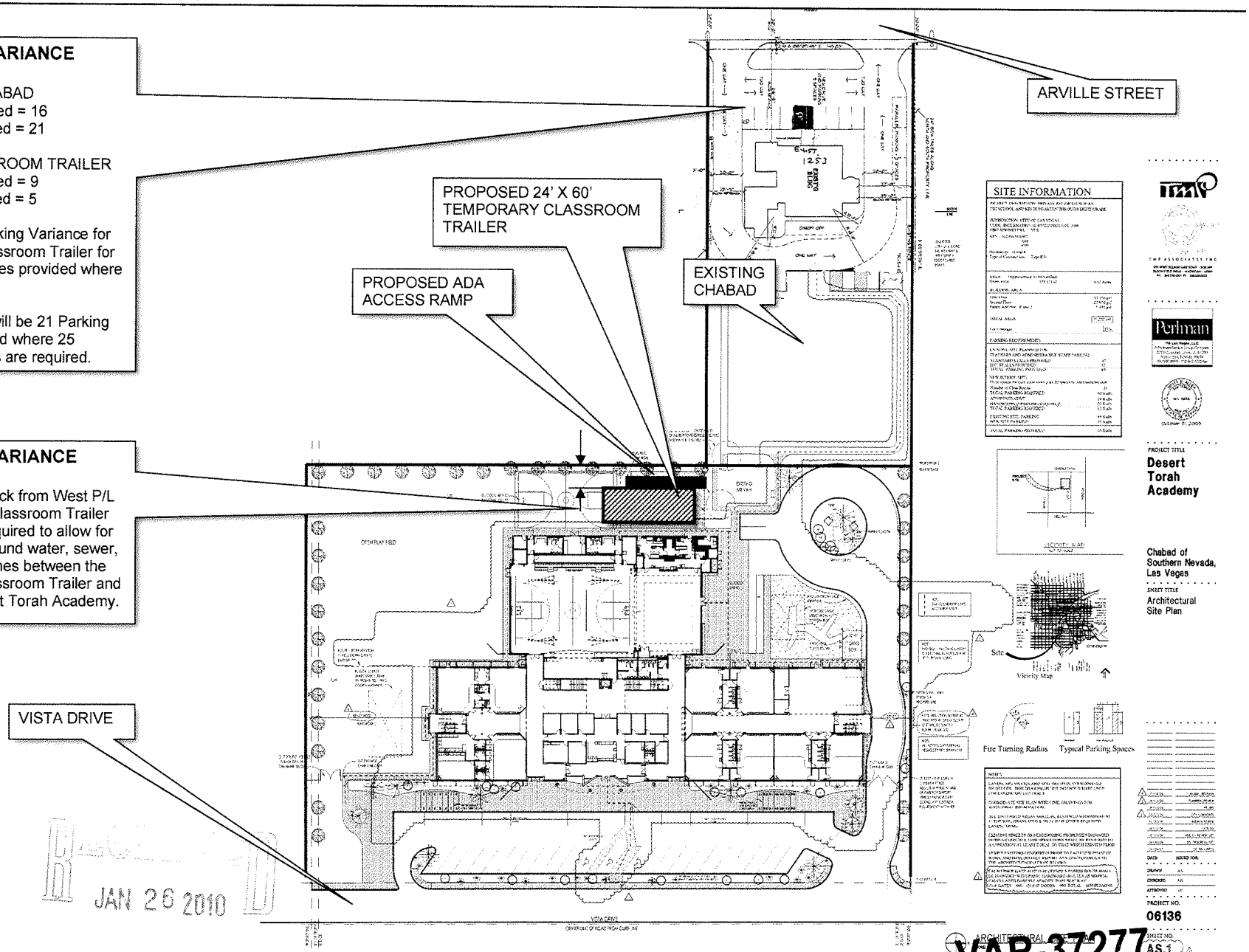
TEMP. CLASSROOM TRAILER
Parking Required = 9
Parking Provided = 5

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.

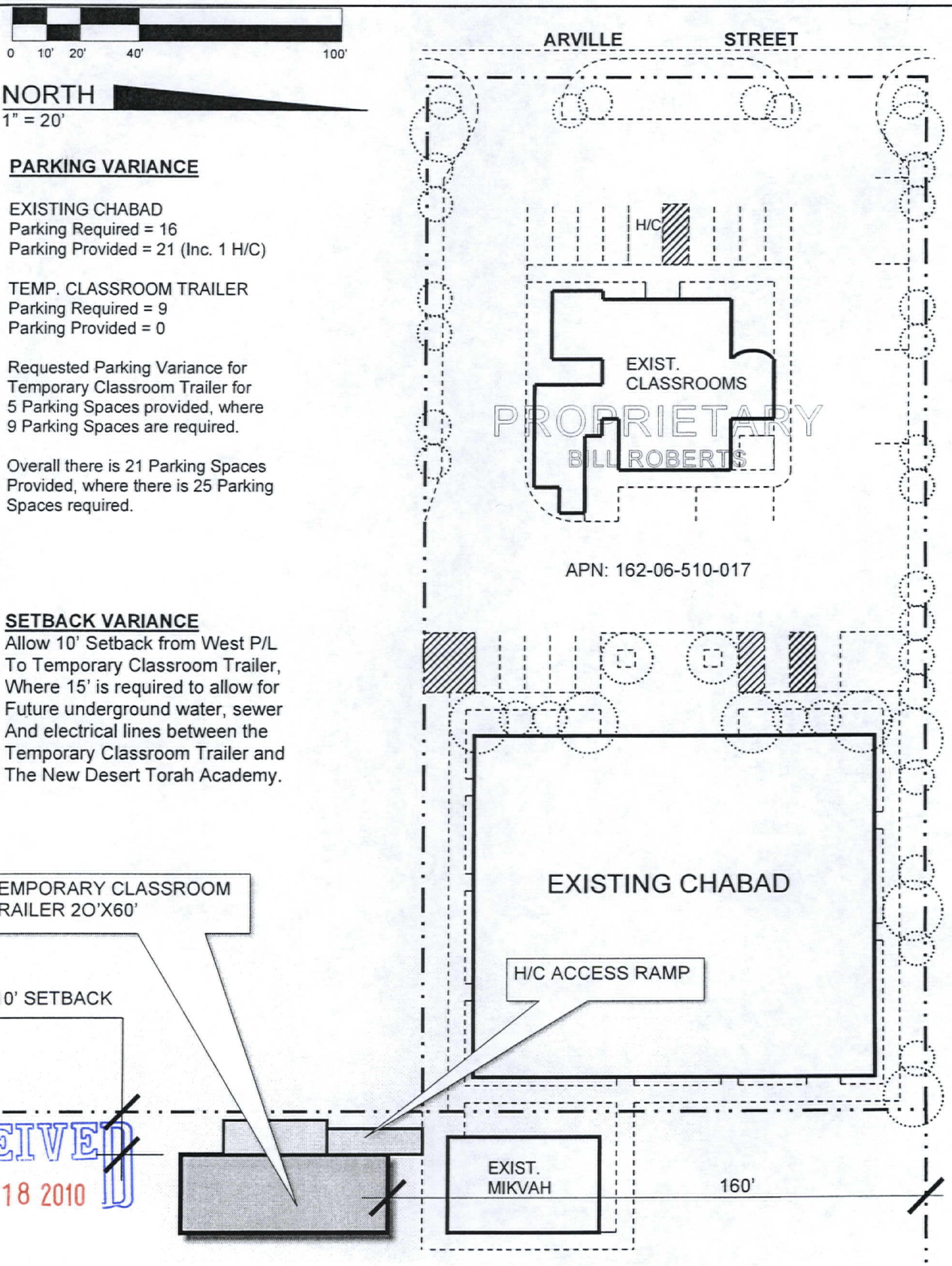
## SETBACK VARIANCE

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.




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.

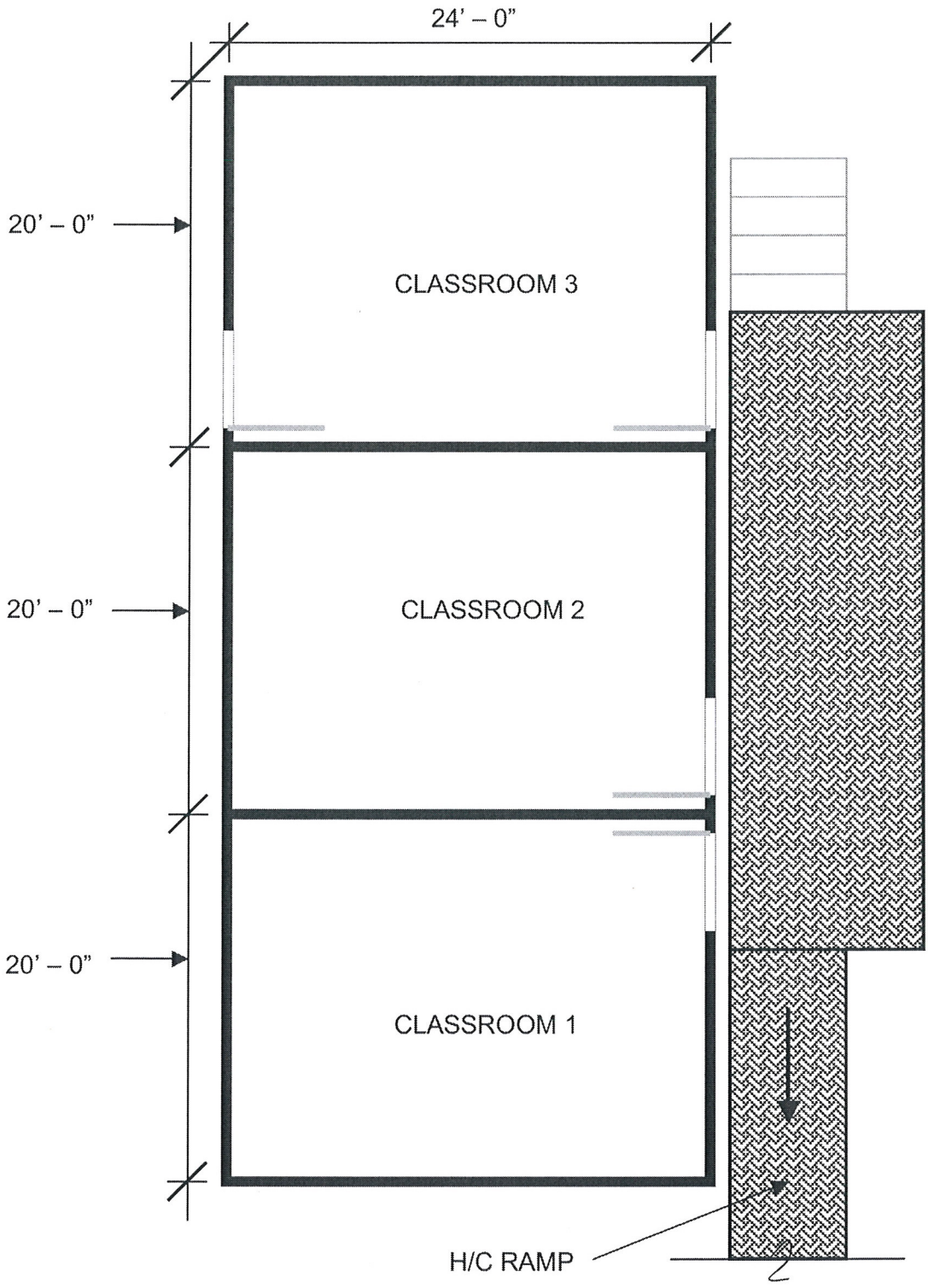
RECEIVED
MAR 18 2010

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

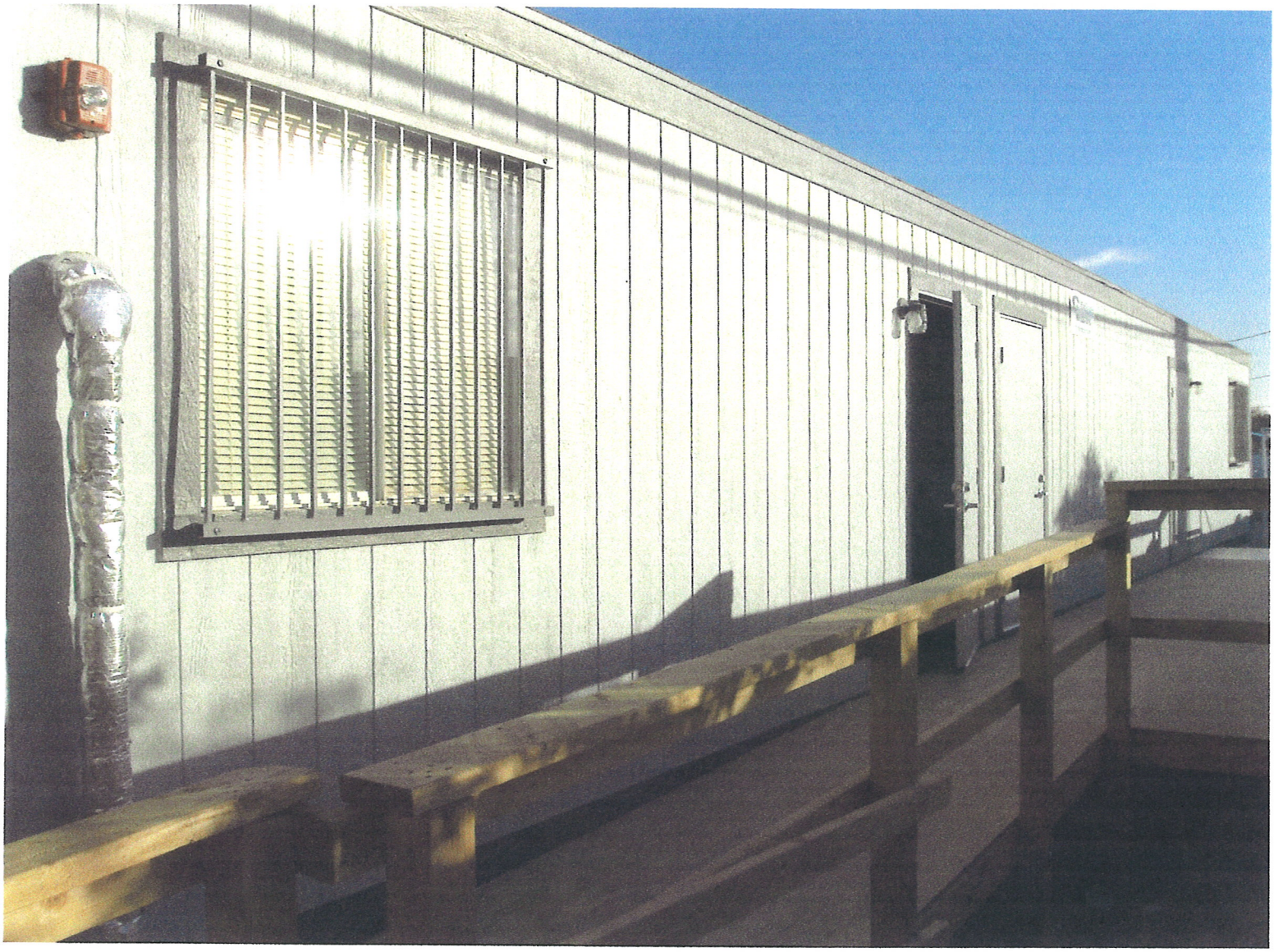
**VAR-37277**
**03/25/10 PC**

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**

Please refer to VAR-37276 for related protest/support postcards.

City of Las Vegas Agenda Item No.: **90.**

## *AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT*

**CITY COUNCIL MEETING OF: JUNE 16, 2010**

**DEPARTMENT: PLANNING & DEVELOPMENT**
**DIRECTOR: M. MARGO WHEELER** ☐ **Consent** ☒ **Discussion**

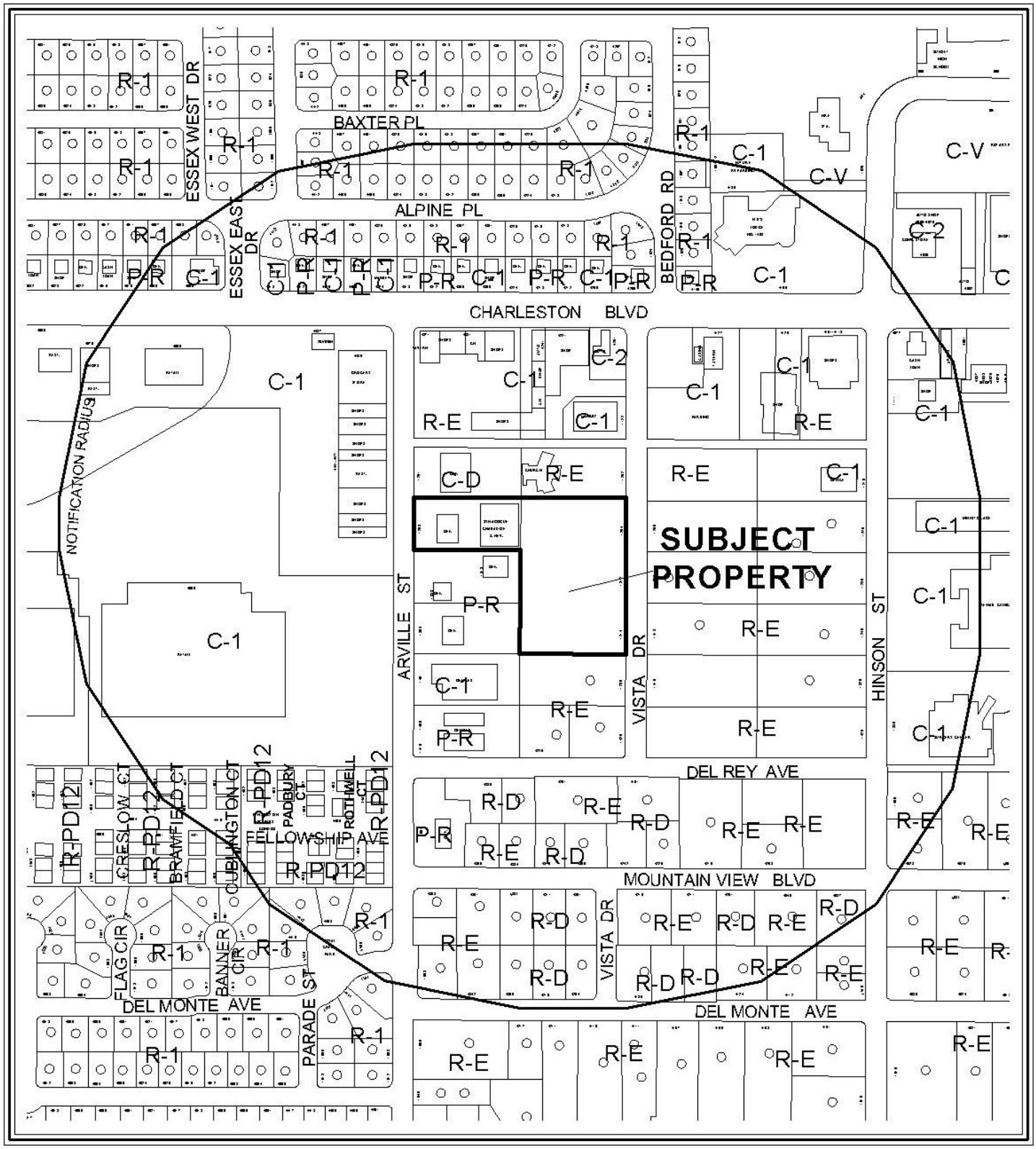
**SUBJECT:**
SDR-36050 – ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW RELATED TO VAR-37276 AND VAR-37277 - PUBLIC HEARING - APPLICANT/OWNER: CHABAD OF SOUTHERN NEVADA, INC. - Request for a Site Development Plan Review FOR A PROPOSED 1,440 SQUARE-FOOT TEMPORARY CLASSROOM WITH A WAIVER OF THE PERIMETER 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** | **5** | **City Council Meeting** | **8** |

**RECOMMENDATION:**
Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL, subject to conditions:

**BACKUP DOCUMENTATION:**
1. Consolidated Backup
2. Location and Aerial Maps
3. Supporting Documentation
4. Justification Letter
5. Protest/Support Postcards for SDR-36050 and VAR-37627
6. Backup referenced from the April 22, 2010 Planning Commission Meeting for 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

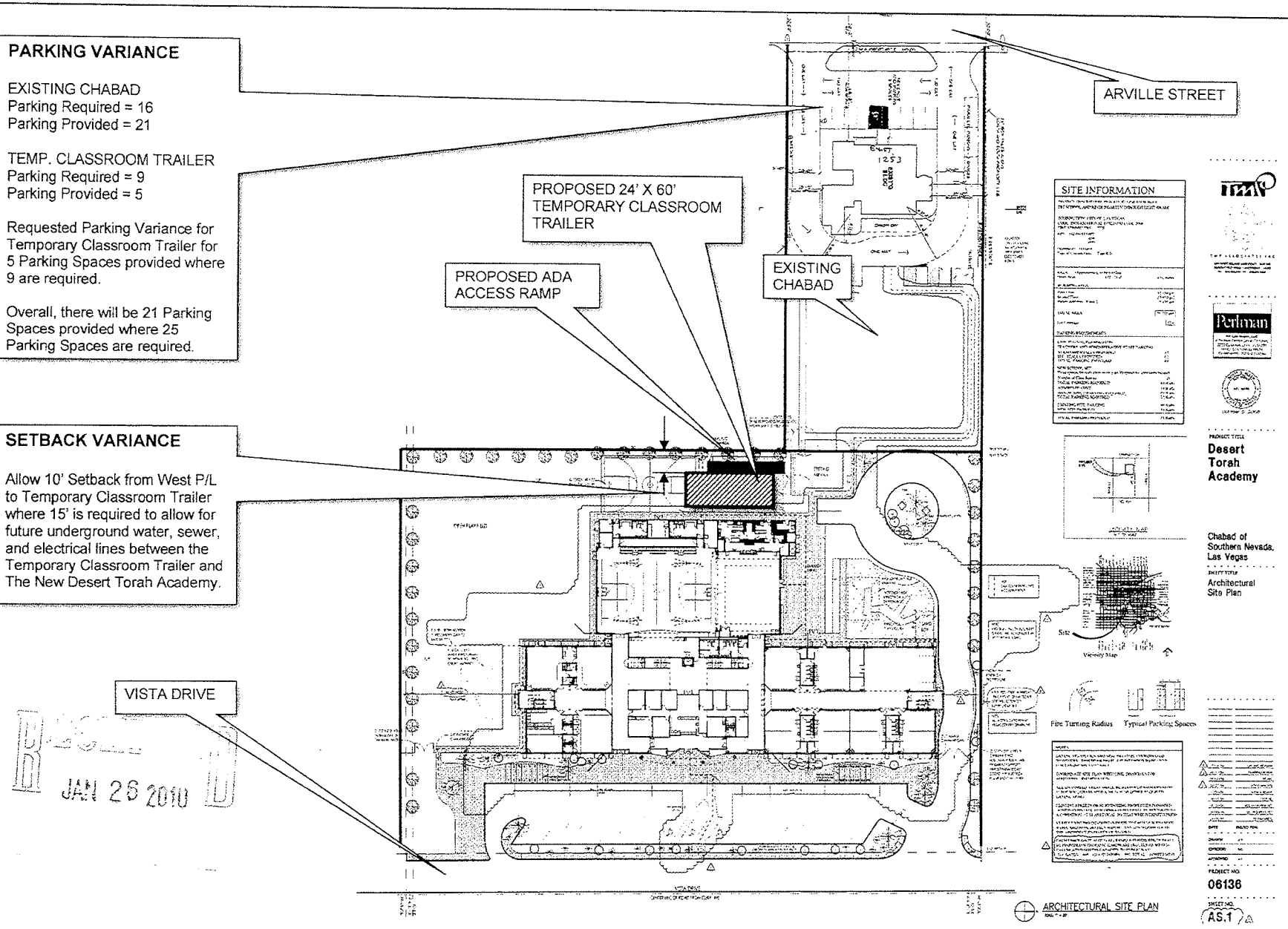
TEMP. CLASSROOM TRAILER
Parking Required = 9
Parking Provided = 5

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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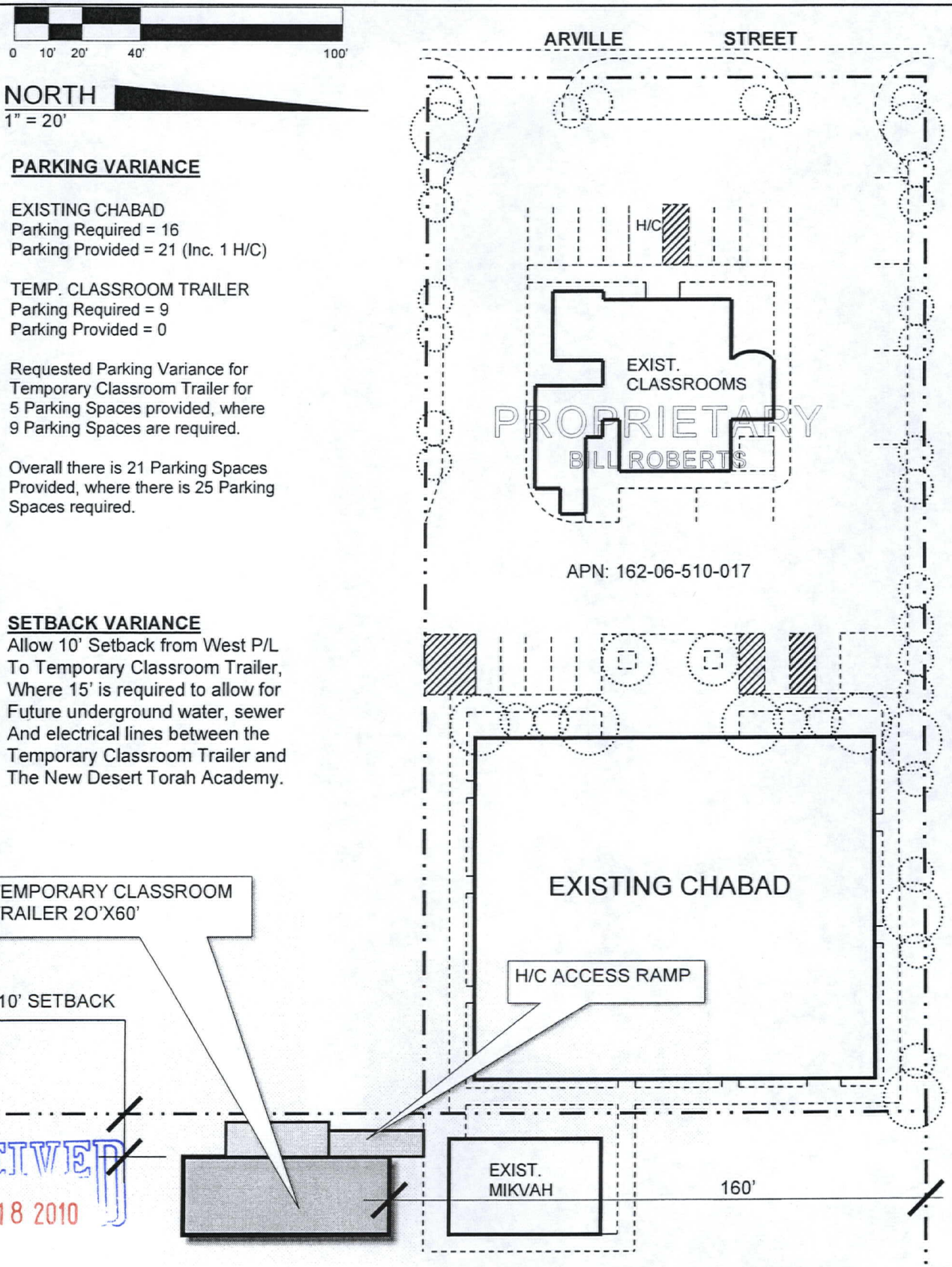
JAN 25 2010

**SDR-36050**
**04/22/10 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.

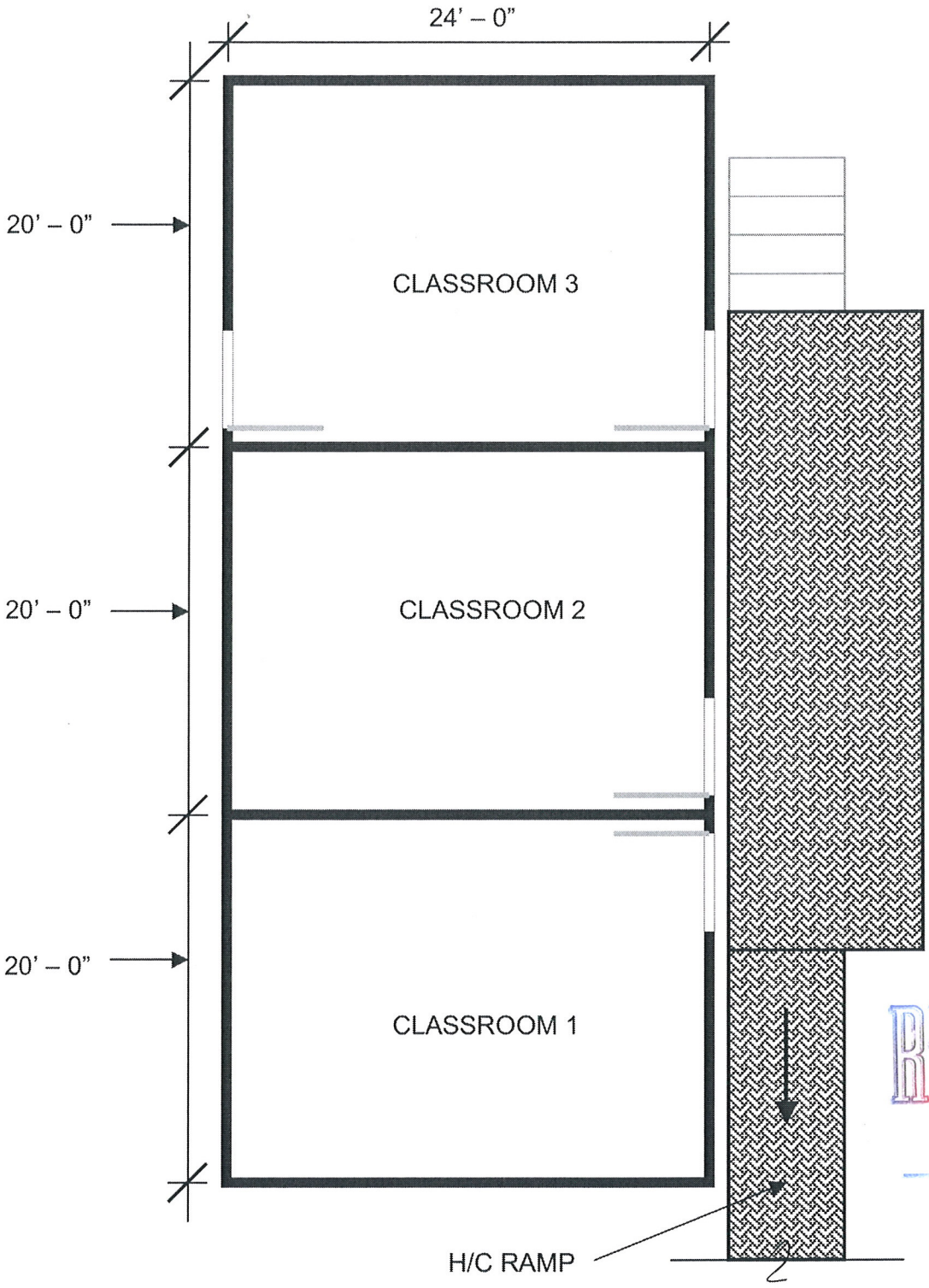
RECEIVED
MAR 18 2010

NEW DESERT TORAH ACADEMY
APN: 162-06-501-004

## CONCEPTUAL SITE PLAN

Prepared By: Bill Roberts
Ph: (702) 418-4721

**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

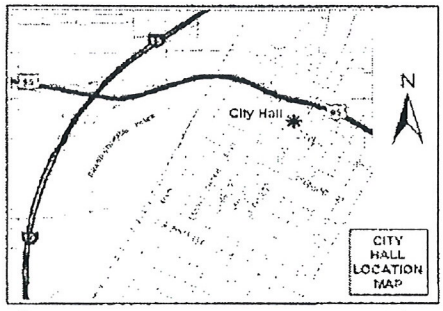
RECEIVED
JAN 26 2010

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

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

**Return Service Requested**
**Official Notice of Public Hearing**




If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

**SDR-36050 & VAR-37627**
City Council Meeting of 6/2/2010

RECEIVED
CITY CLERK
2010 MAY 24 A 11:45

LIED FOUNDATION TRUST
HIXSON CHRISTINA M TRS
3907 W CHARLESTON BLVD
LAS VEGAS NV 89102-1620

APN#16206502003

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CITY CLERK

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

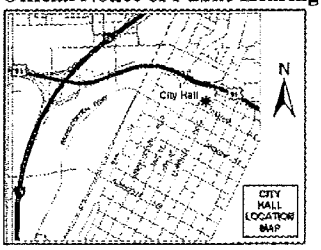
2010 MAY 24 A 8:01

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 MAY 21 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 & VAR-37627**

City Council Meeting of 6/2/2010

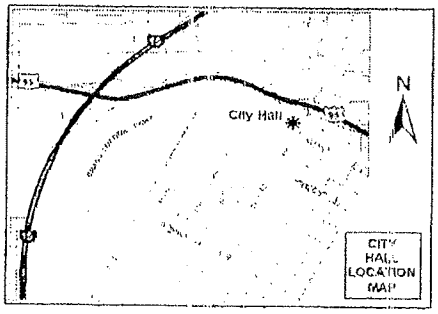
SEIDNER DAVID M & GAIL W
P O BOX 80960
LAS VEGAS NV 89180-0960

APN#13931410140

05/22/2010 SAT 18:48 [TX/RX NO 7809] 001

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

**Return Service Requested**
**Official Notice of Public Hearing**

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

**SDR-36050 & VAR-37627**
City Council Meeting of 6/2/2010

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CITY CLERK

2010 MAY 24 P 1:03

Y & D FAMILY TRUST
HARLIG RABBI YEHOSHUA & DINA TRS
4211 MOUNTAIN VIEW BLVD
LAS VEGAS NV 89102-3815

APN#16206610009

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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2010 MAY 26 A 9:12

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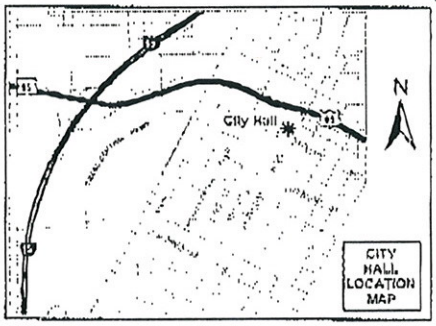
**Official Notice of Public Hearing**

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

**SDR-36050 & VAR-37627**
City Council Meeting of 6/2/2010

MCGRATH THOMAS J & ELIZABETH J
3075 WESTWIND RD
LAS VEGAS NV 89146-6858

APN#16206510036

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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2010 MAY 25 A 11:14

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MAILED FROM ZIP CODE 89101

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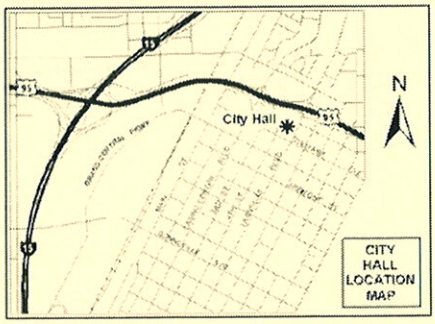


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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

**SDR-36050 & VAR-37627**
City Council Meeting of 6/2/2010

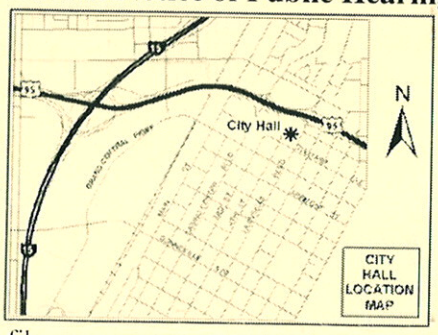
ROBERTS MICHAEL
LADUA ANGEL
3270 STERLINGSHIRE DR
LAS VEGAS NV 89146-6226

APN#16206605003

Submitted after final agenda
Date 5/26/10 Item 61+62

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

**Return Service Requested**
**Official Notice of Public Hearing**

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

**SDR-36050 & VAR-37627**
City Council Meeting of 6/2/2010

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2010 MAY 27 A 11:06

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MAY 21 2010
MAILED FROM ZIP CODE 89101

DEANNA & BILL LIVING TRUST
1456 BLISWORTH CT
LAS VEGAS NV 89102-1576

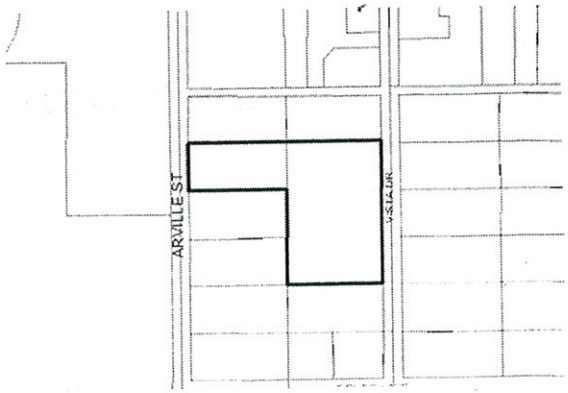
APN#16206217024

## Application Information

SDR-36050 - 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)

VAR-37627 - 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)

## Application Location




The proposed project may not pertain to the entire highlighted project site.

## Public Hearing Information

| | |
|---|---|
| **Meeting:** | City Council |
| **Date:** | ***June 2, 2010*** |
| **Time:** | 1:00 P.M. |
| **Location:** | City Council Chambers<br>400 Stewart Avenue<br>Las Vegas, Nevada |

Any and all interested persons may appear and be heard at said meeting, or may, prior thereto, file written objections thereto or approvals thereof with the City Clerk, 1st Floor, City Hall, 400 Stewart Avenue, Las Vegas, Nevada, 89101. For further information, including the full staff report, please call (702) 229-6311 (TDD 386-9108) or go to http://www.lasvegasnevada.gov

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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**Official Notice of Public Hearing**

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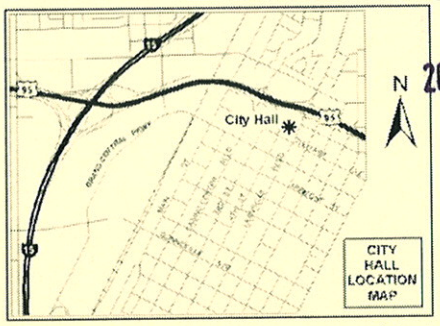
2010 JUN -1 A 10:55




Other Side

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.

**SDR-36050 & VAR-37627**
City Council Meeting of 6/2/2010

MOORE OVID A & EDNA E TRUST
MOORE OVID A & EDNA E TRS
P O BOX 26627
LAS VEGAS NV 89126-0627

APN#13931411018

Submitted after meeting

Date 6/1/2010 Item 6/1962
W-1

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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**Official Notice of Public Hearing**

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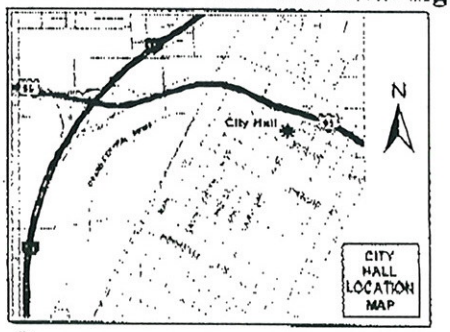
2010 MAY 26 P 12:53

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[X] I SUPPORT this Request
[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

**SDR-36050 & VAR-37627**
City Council Meeting of 6/2/2010

PITTERMAN ARTHUR B & SHARI J
1706 BEARDEN DR
LAS VEGAS NV 89106-4107

APN#16206610041

FROM ARTHUR PITTERMAN (WED)MAY 26 2010 11:14/ST. 11:13/NO. 6304547876 P 1

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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CITY CLERK

2010 MAY 25 A 11:14

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MAY 21 2010
MAILED FROM ZIP CODE 89101

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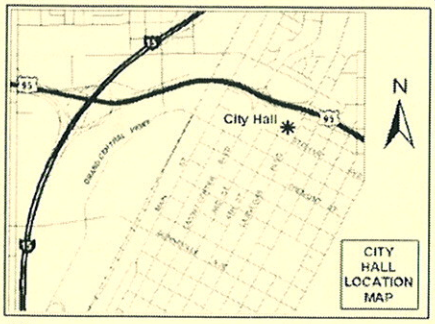


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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

**SDR-36050 & VAR-37627**
City Council Meeting of 6/2/2010

BABCOCK JOHN
P O BOX 27045
LAS VEGAS NV 89126-1045

APN#16206610026

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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2010 MAY 25 P 3:50

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MAILED FROM ZIP CODE 89101

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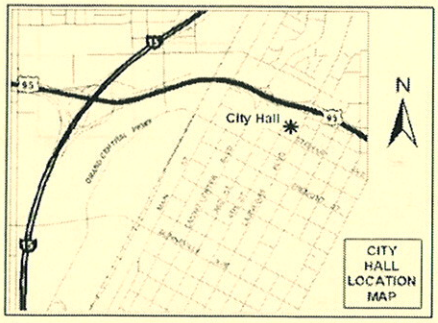
**Official Notice of Public Hearing**

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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

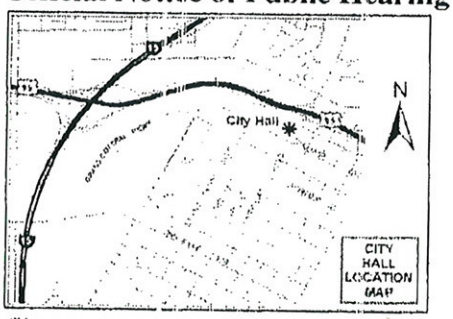
**SDR-36050 & VAR-37627**
City Council Meeting of 6/2/2010

RODMAN MOISHE BORUCH & PAULA
1456 CRESLOW CT #102
LAS VEGAS NV 89102-1688

APN#16206217046

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

**Return Service Requested**
**Official Notice of Public Hearing**

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

**SDR-36050 & VAR-37627**
City Council Meeting of 6/2/2010

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CITY CLERK
2010 MAY 25 A 8:00

LEDERMAN BATSHEVA
1473 BLISWORTH CT #102
LAS VEGAS NV 89102-1408

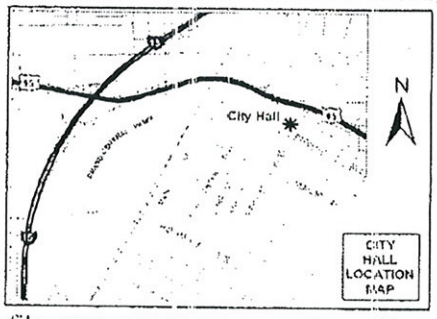
APN#16206217016

05/24/2010 MON 17:36 [TX/RX NO 7825] ☑001

05/28/2010 12:04 FAX 001

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

**Return Service Requested**
**Official Notice of Public Hearing**

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CITY CLERK

2010 MAY 28 P 12:46

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

**SDR-36050 & VAR-37627**
City Council Meeting of 6/2/2010

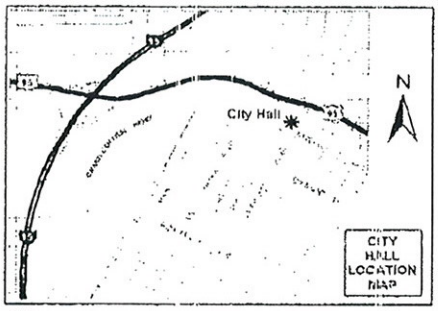
PEREG ZOHAR
1119 OCEAN PKWY
BROOKLYN NY 11230-4052

APN#16206510012

05/28/2010 07:51 FAX 001

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

**Return Service Requested**
**Official Notice of Public Hearing**




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.

**SDR-36050 & VAR-37627**
City Council Meeting of 6/2/2010

2010 MAY 28 P 4:47
RECEIVED
CITY CLERK

MORRIS TRUST
MORRIS THOMAS D & SOMRUDEE TRS
4210 MOUNTAIN VIEW BLVD
LAS VEGAS NV 89102-3811

APN#16206610005

submitted after final agen...

Date 5/26/2010 Item 61462 W-1

**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**

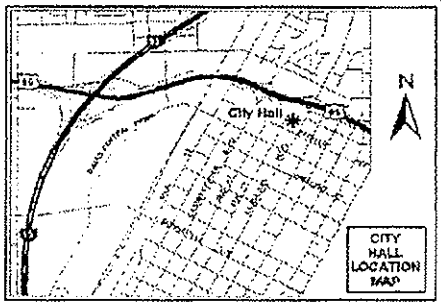
(702) 382-4803

RECEIVED
CITY CLERK

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

2010 APR 19 P 1:52

**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
16206502004
LIED FOUNDATION TRUST
3907 W CHARLESTON BLVD
LAS VEGAS NV 89102-1620

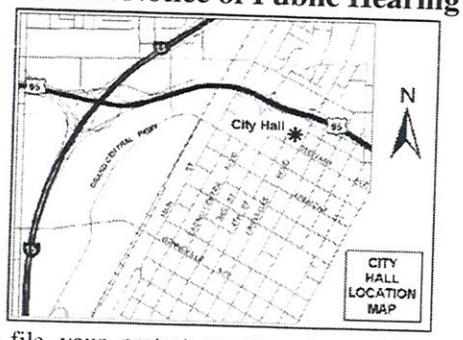
Submitted after final agenda
Date 4/19/10 Item 35+37

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
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.

**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

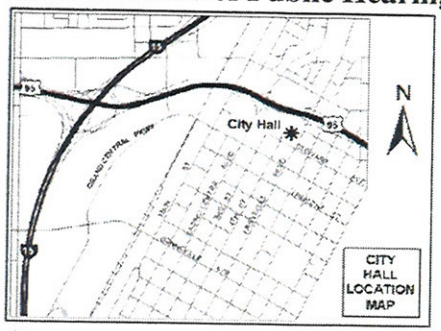
Submitted after final agenda
Date 4/22/10
Item 35 37 P

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

Submitted after final agenda
Date 4/22/10
Item 36, 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
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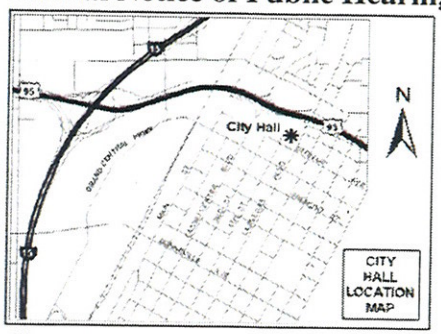
MAILED FROM ZIP CODE 89101

**Return Service Requested**
**Official Notice of Public Hearing**

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

**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

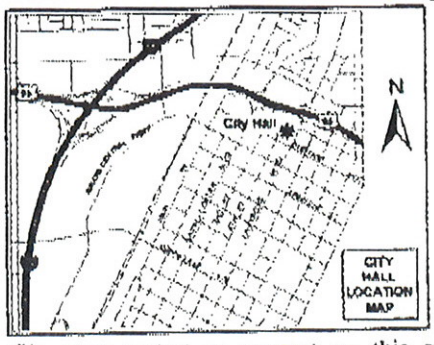
Submitted after final agenda
Date 4/22PC
Item 35, 37, P

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 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.

**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.: **91.**

## *AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT*

**CITY COUNCIL MEETING OF: JUNE 16, 2010**

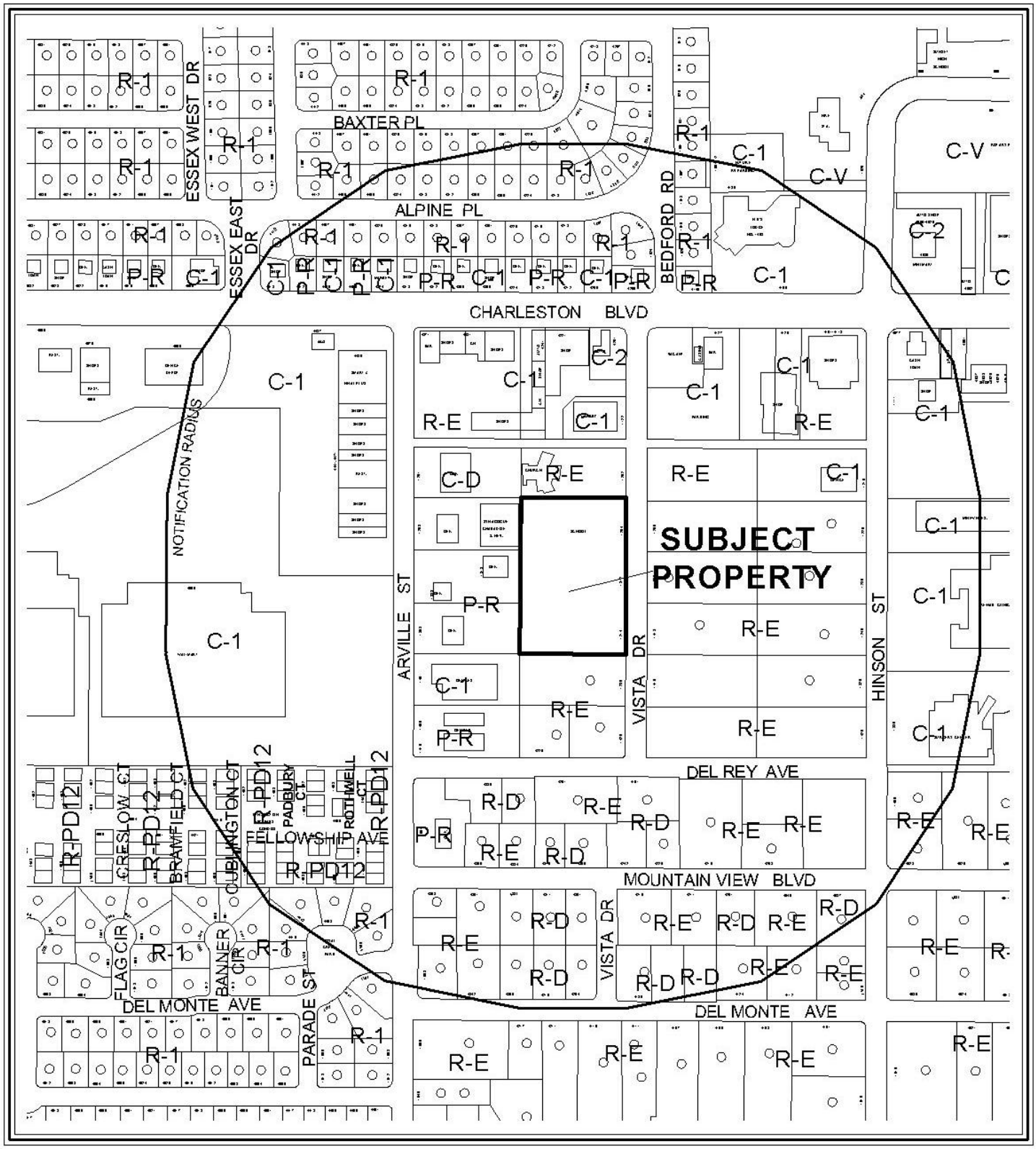
**DEPARTMENT: PLANNING & DEVELOPMENT**
**DIRECTOR: M. MARGO WHEELER** ☐ **Consent** ☒ **Discussion**

**SUBJECT:**
VAR-37627 – ABEYANCE ITEM - 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** | **5** | **City Council Meeting** | **8** |

**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. Protest/Support Postcards for SDR-36050 and VAR-37627
7. Backup referenced from the April 22, 2010 Planning Commission Meeting for 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 16, 2010**
**DEPARTMENT: PLANNING AND DEVELOPMENT**
**ITEM DESCRIPTION: APPLICANT/OWNER: CHABAD SOUTHERN NEVADA, INC.**

***THIS ITEM WAS HELD IN ABEYANCE FROM THE JUNE 2, 2010 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT***

## ** 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.

SG

# ** 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<br>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<br>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** 20

**PROTESTS** 8

# 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.

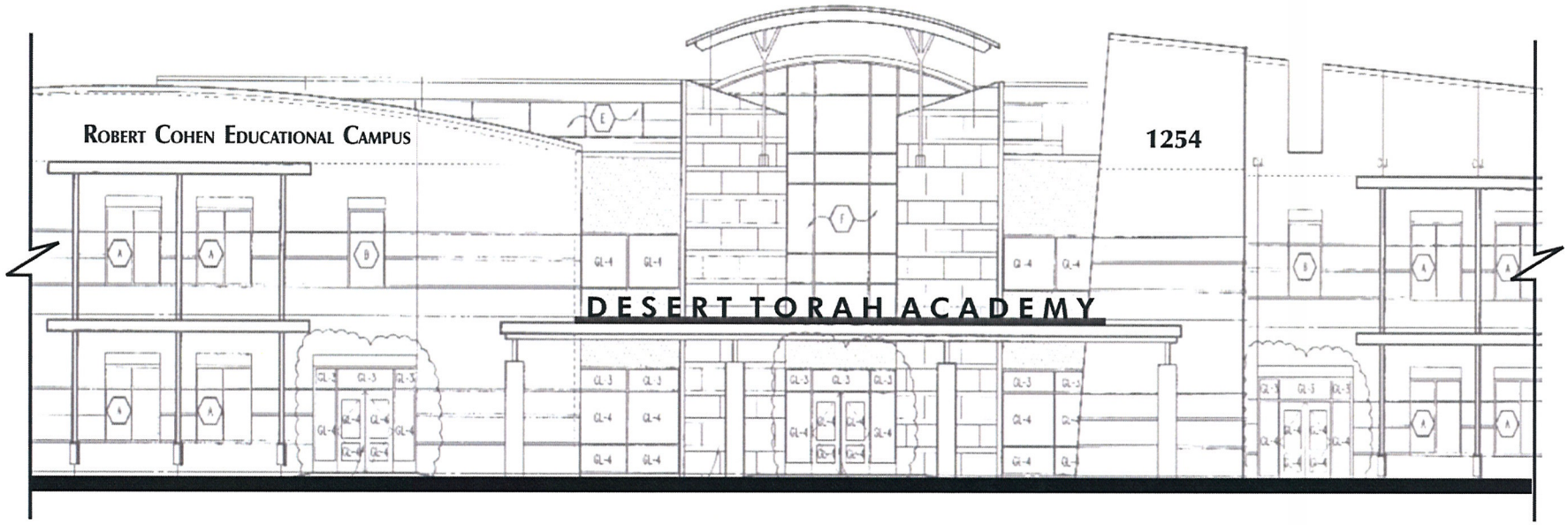
**Print Name** Yehoshua Harlig

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. |



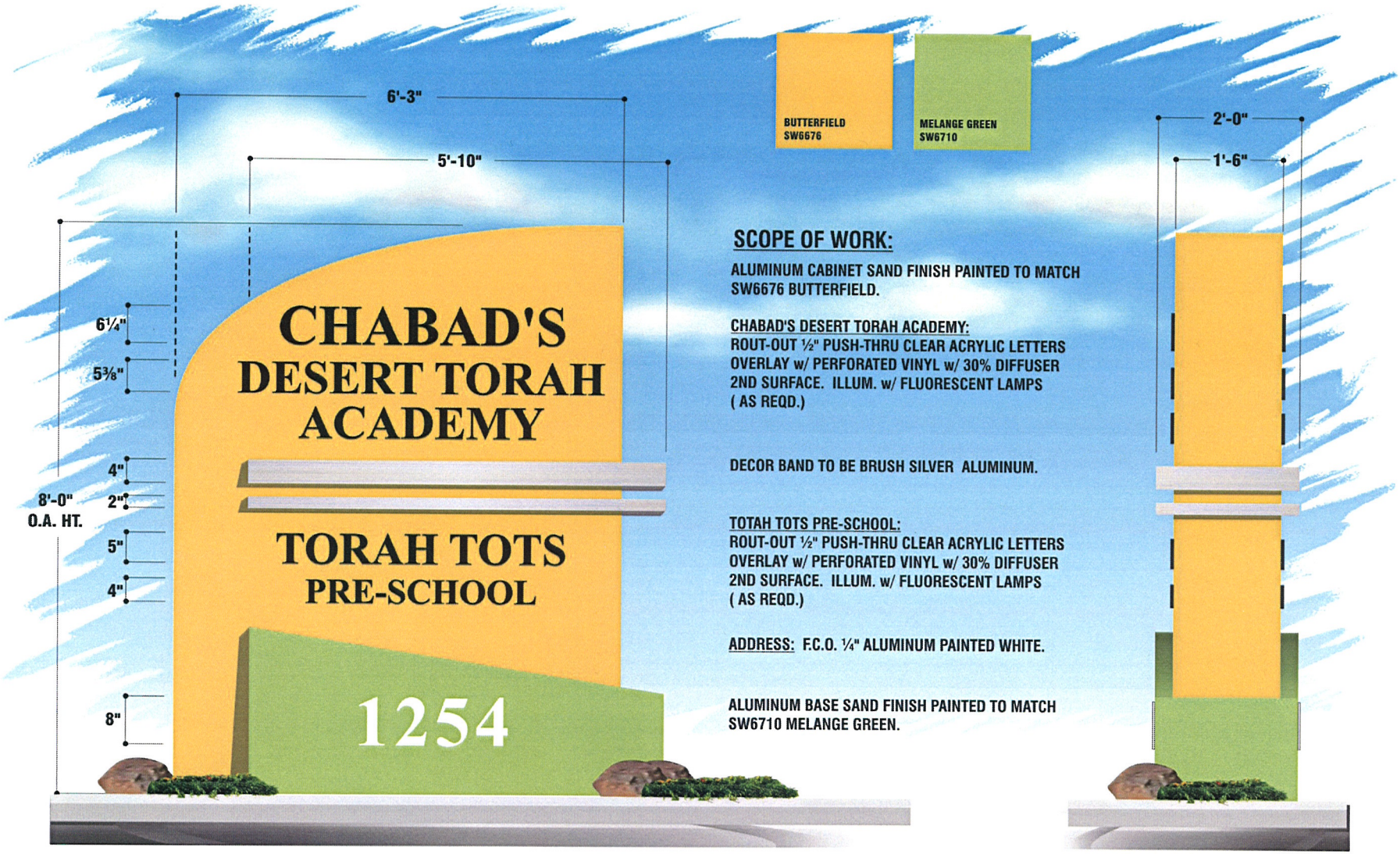

# DESERT TORAH ACADEMY

## 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 | |

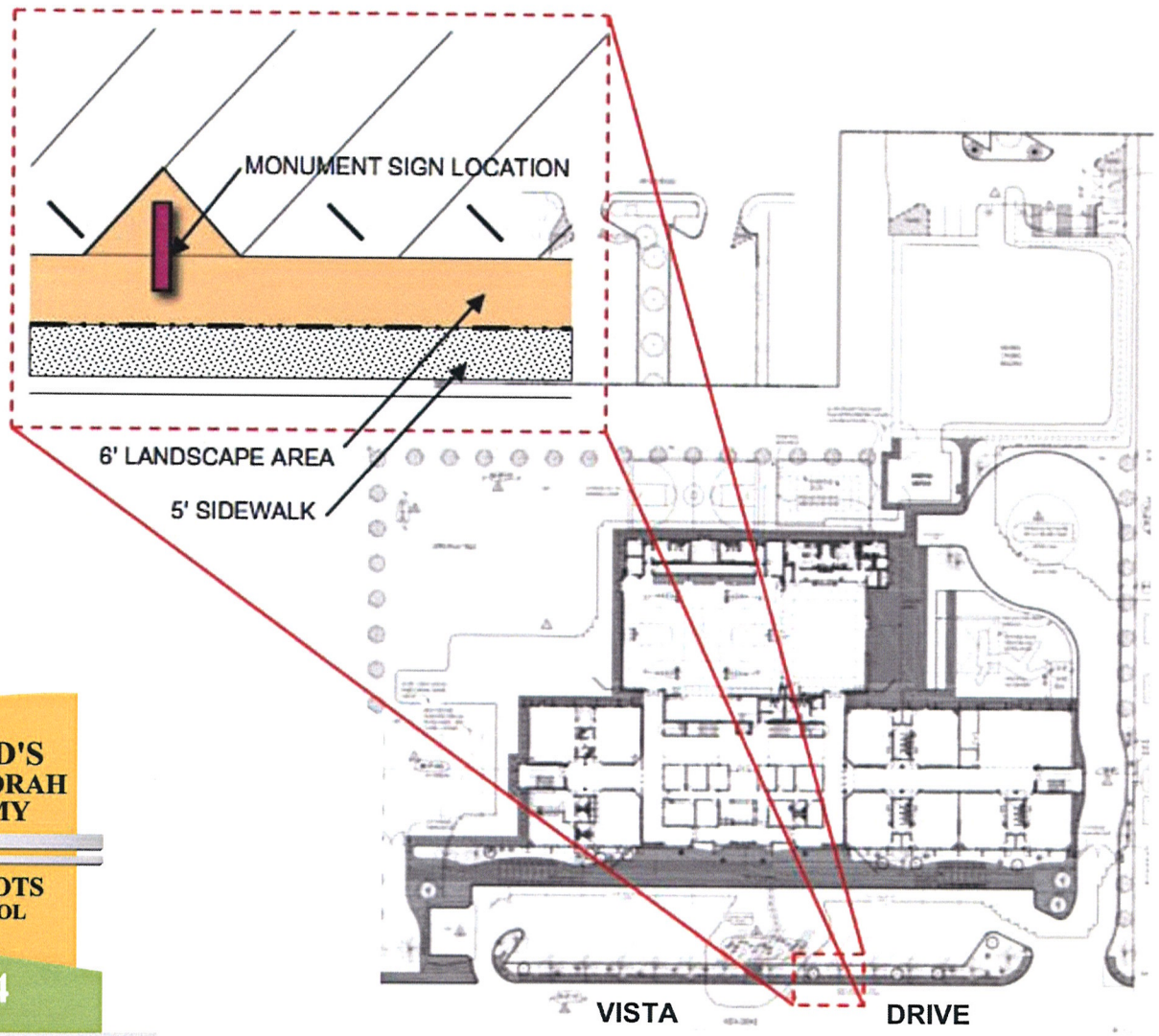
REVISIONS MADE

| | |
|---|---|
| 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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| | |
|---|---|
| JOB NO | 13692 |
| DATE | 12.22.2009 |
| DRAWN | DERRICK |
| SALES | DENNIS C. |
| FILE NAME | DESERTTORAHACAD13692.CDR |
| FOLDER | |

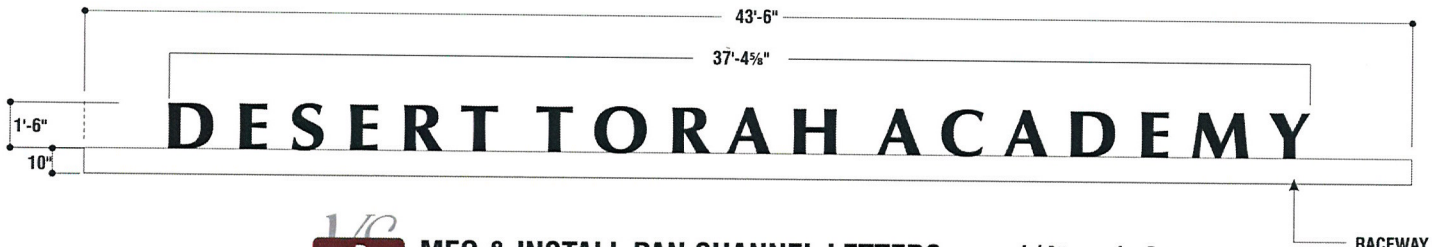
REVISIONS MADE

| | |
|---|---|
| 01-25-10 DN | REVISED ELEVATION |
| 02-11-10 DN | CHANGE TO 1st OPT. |

**FINAL SIGN-OFF**

DATE SOLD:
SALES PERSON:
DESIGNER:
CUSTOMER:

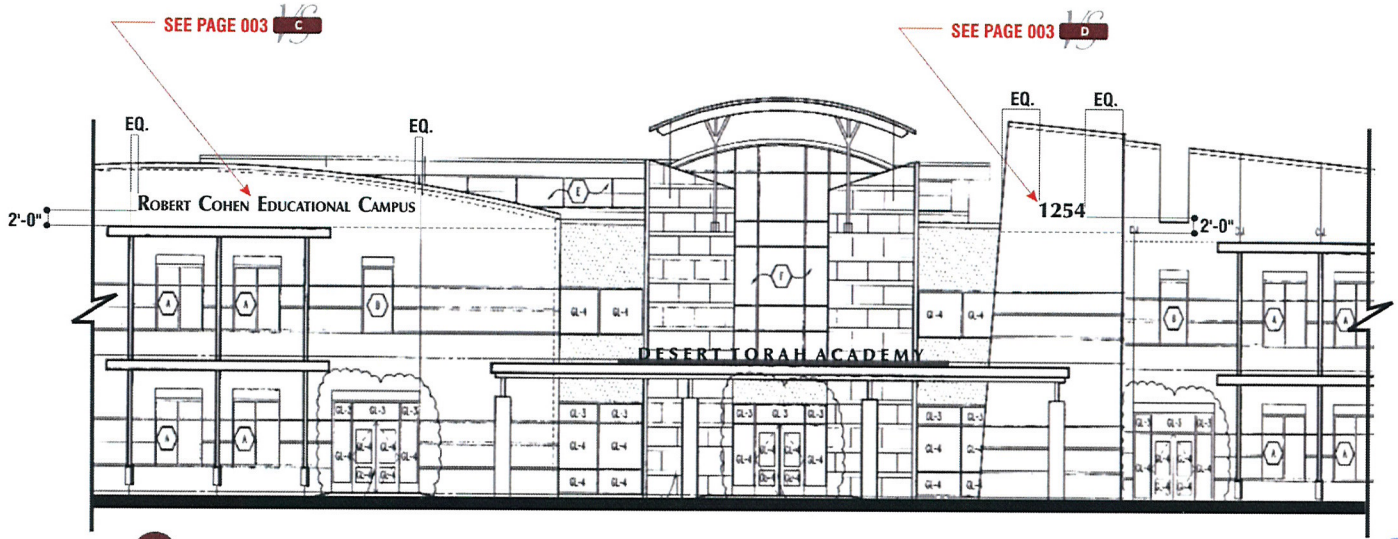
SHEET
SITE




## 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

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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 |
| 02-11-10 DN | REVISE CALL-OUTS |

FINAL SIGN-OFF

DATE SOLD:
SALES PERSON:
DESIGNER:
CUSTOMER:

SHEET
002

36'-1⅛"

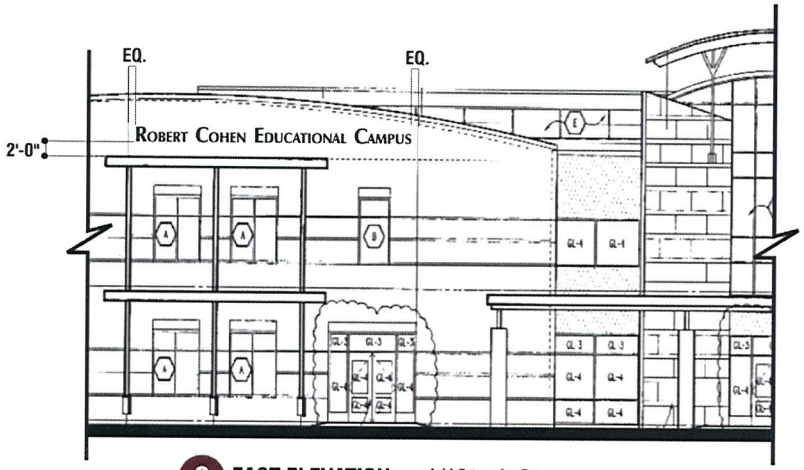
2'-0" 1'-4"

# 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**

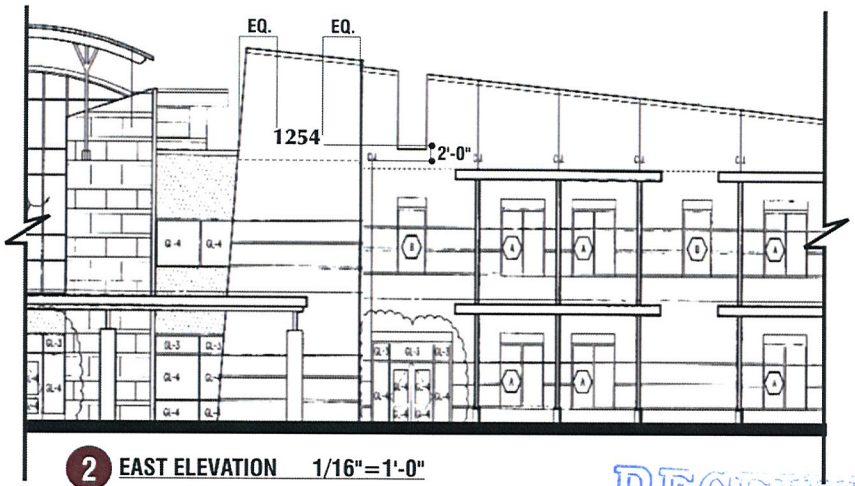
6'-0"

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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"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 | |

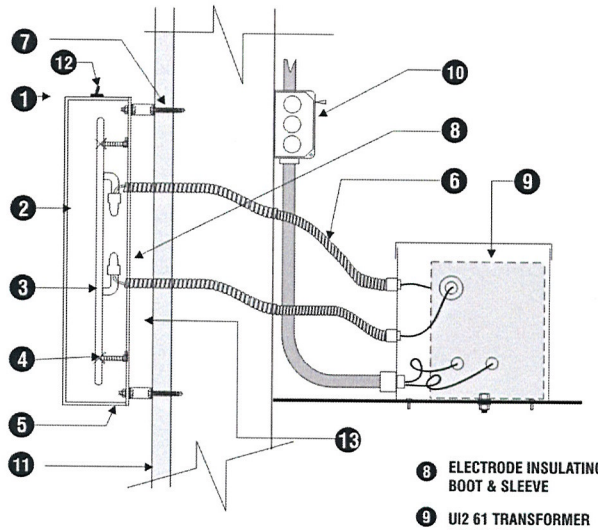
REVISIONS MADE

| | |
|---|---|
| 01-25-10 DN | REVISED ELEVATION |
| 01-28-10 DN | ILLUM LETTERS |
| 02-11-10 DN | REVISE CALL-OUTS |

FINAL SIGN-OFF

DATE SOLD:
SALES PERSON:
DESIGNER:
CUSTOMER:

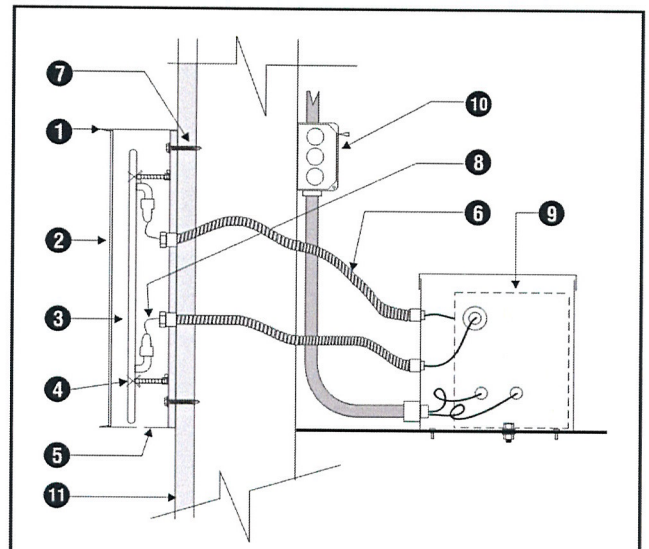
SHEET 003



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


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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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

Please refer to SDR-36050 for related protest/support postcards.

**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**

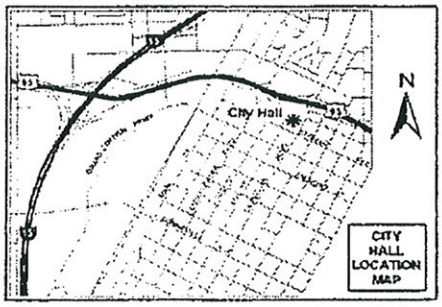
(702) 382-4803

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

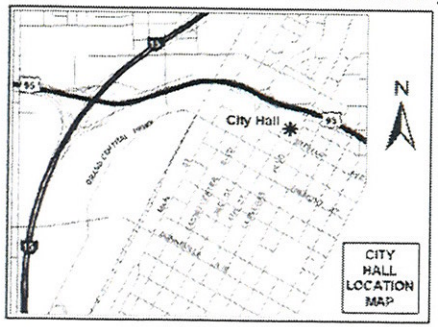
Submitted after final agenda
Date 4/19/10 Item 36

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 $ 00.41⁴
0004279218 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

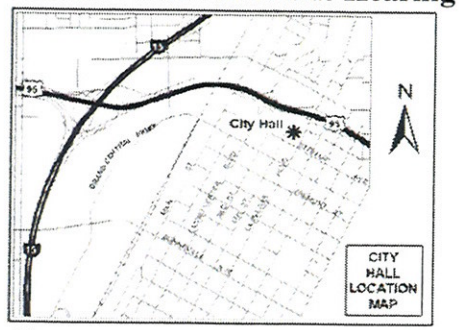
Submitted after final agenda
Date 4/22/10
Item 39

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

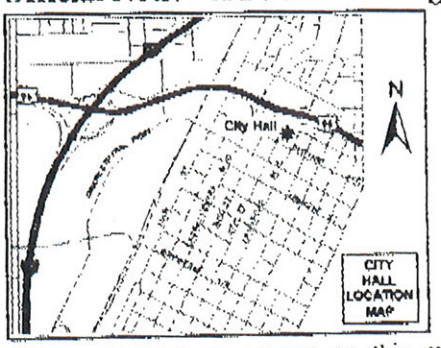
[redacted]

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

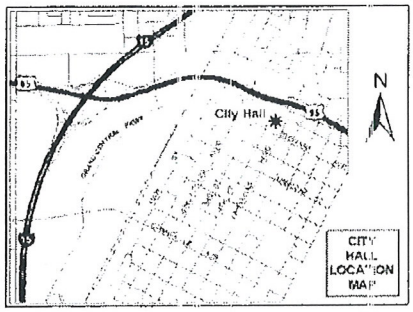
[redacted]

RECEIVED
APR 16 2010

Submitted after final agenda
Date Item 39A

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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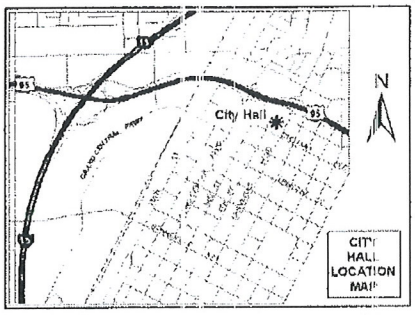
APR 13 2010

**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**

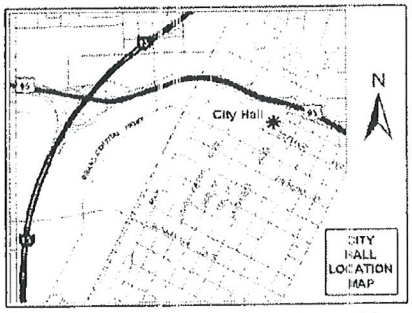
Planning Commission Meeting of 4/22/2010

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

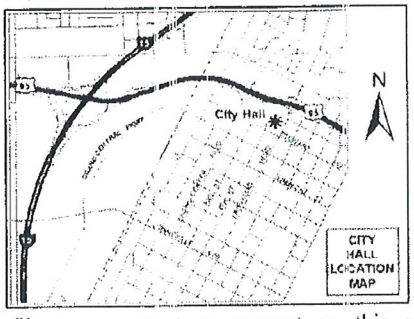
RECEIVED
APR 13 2010

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

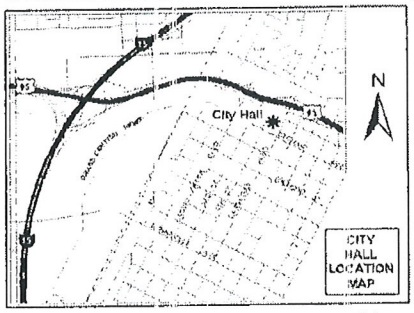
16206610009
Y & D FAMILY TRUST
4211 MOUNTAIN VIEW BLVD
LAS VEGAS NV 89102-3815

RECEIVED
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

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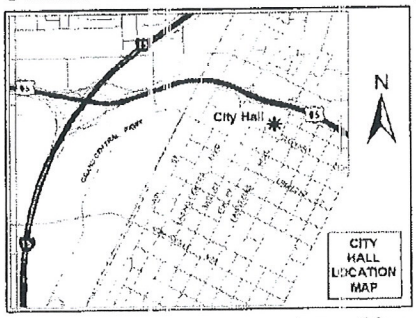
**Official Notice of Public Hearing**

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**VAR-37627**

Planning Commission Meeting of 4/22/2010

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APR 13 2010

Case: VAR-37627

16206610005
MORRIS TRUST
4210 MOUNTAIN VIEW BLVD
LAS VEGAS NV 89102-3811

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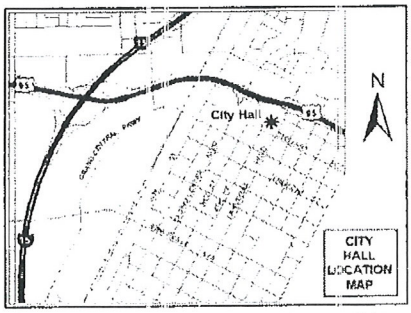


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**SDR-36050 & SDR-37579**

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

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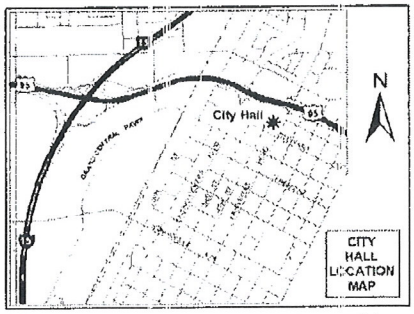
**Official Notice of Public Hearing**

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**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
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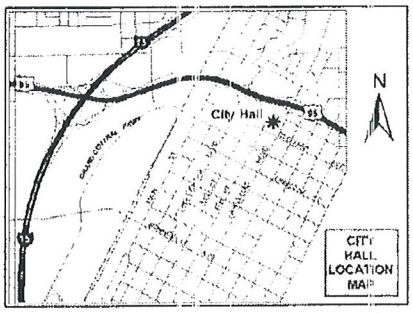
**Official Notice of Public Hearing**

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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
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

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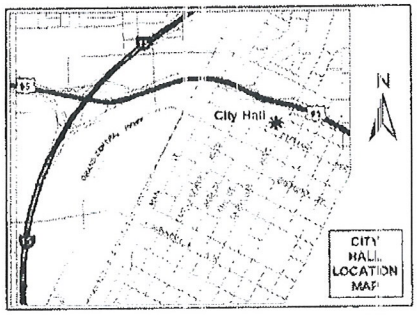
APR 13 2010

**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**

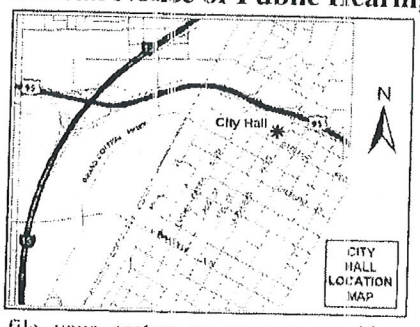
Planning Commission Meeting of 4/22/2010

Case: VAR-37627
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**

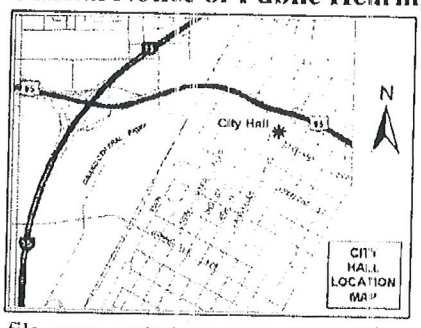
Planning Commission Meeting of 4/22/2010

16206510012
PEREG ZOHAR
1119 OCEAN PKWY
BROOKLYN NY 11230-4052

Case: VAR-37276

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

16206510012
PEREG ZOHAR
1119 OCEAN PKWY
BROOKLYN NY 11230-4052

Case: VAR-37627

33, 34, 36
A

City of Las Vegas Agenda Item No.: **92.**

## *AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT*

**CITY COUNCIL MEETING OF: JUNE 16, 2010**

**DEPARTMENT: PLANNING & DEVELOPMENT**
**DIRECTOR: M. MARGO WHEELER** ☐ **Consent** ☒ **Discussion**

**SUBJECT:**

SDR-37579 – ABEYANCE ITEM - 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.

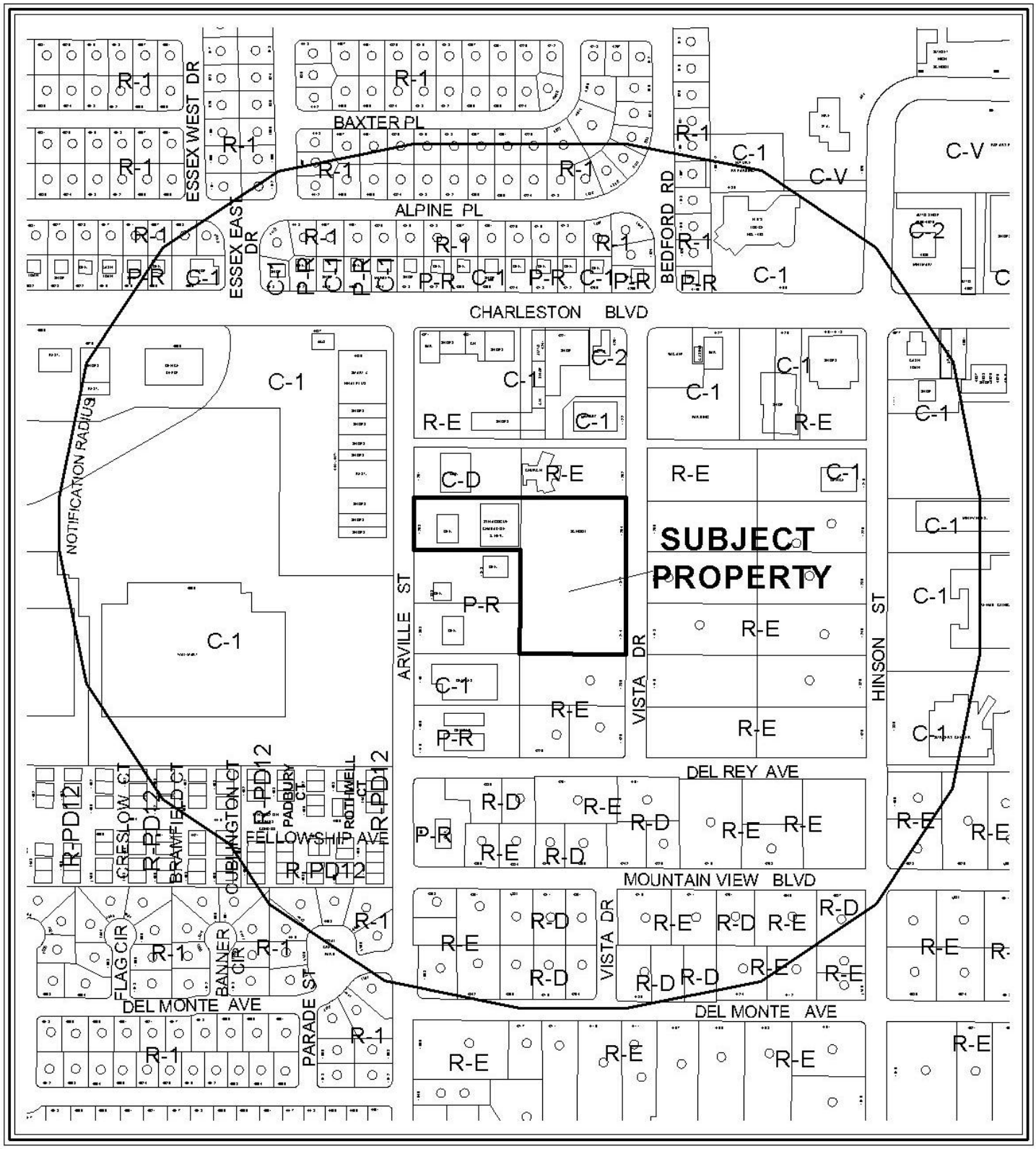
| **PROTESTS RECEIVED BEFORE:** | | **APPROVALS RECEIVED BEFORE:** | |
|---|---|---|---|
| **Planning Commission Mtg.** | **4** | **Planning Commission Mtg.** | **10** |
| **City Council Meeting** | **4** | **City Council Meeting** | **10** |

**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. Protest/Support Postcards




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 16, 2010**
**DEPARTMENT: PLANNING AND DEVELOPMENT**
**ITEM DESCRIPTION: APPLICANT/OWNER: CHABAD SOUTHERN NEVADA, INC.**

***THIS ITEM WAS HELD IN ABEYANCE FROM THE JUNE 2, 2010 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT***

**** 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 Page One**
**June 16, 2010 - City Council Meeting**

# ** 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** 20

**PROTESTS** 8

# 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 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 Contact SAME
Address 1871 HOLLYWELL ST. Phone 418-4721 Fax 877-4700
City LAS VEGAS NV. State NV. Zip 89135
E-mail Address BILLYKINGMAN2@YAHOO.COM

Property Owner Signature* ____

*An authorized agent must sign in lieu of the property owner(s). List Name, Business Name, and Parcel Name.

Print Name Yehoshua Harlig

Subscribed and sworn before me ____

This 7th day of January, 2010

Notary Public in and for said County and State

*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. |

RECEIVED
MAR 04 2010

Notary Public - State of Nevada
County of Clark
PATRICIA RAMSTETTER
My Appointment Expires
May 17, 2012
No: 96-2718-1

Revised 10/27/08

*This 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.

I:\depot\Application Packet\Application Form.pdf

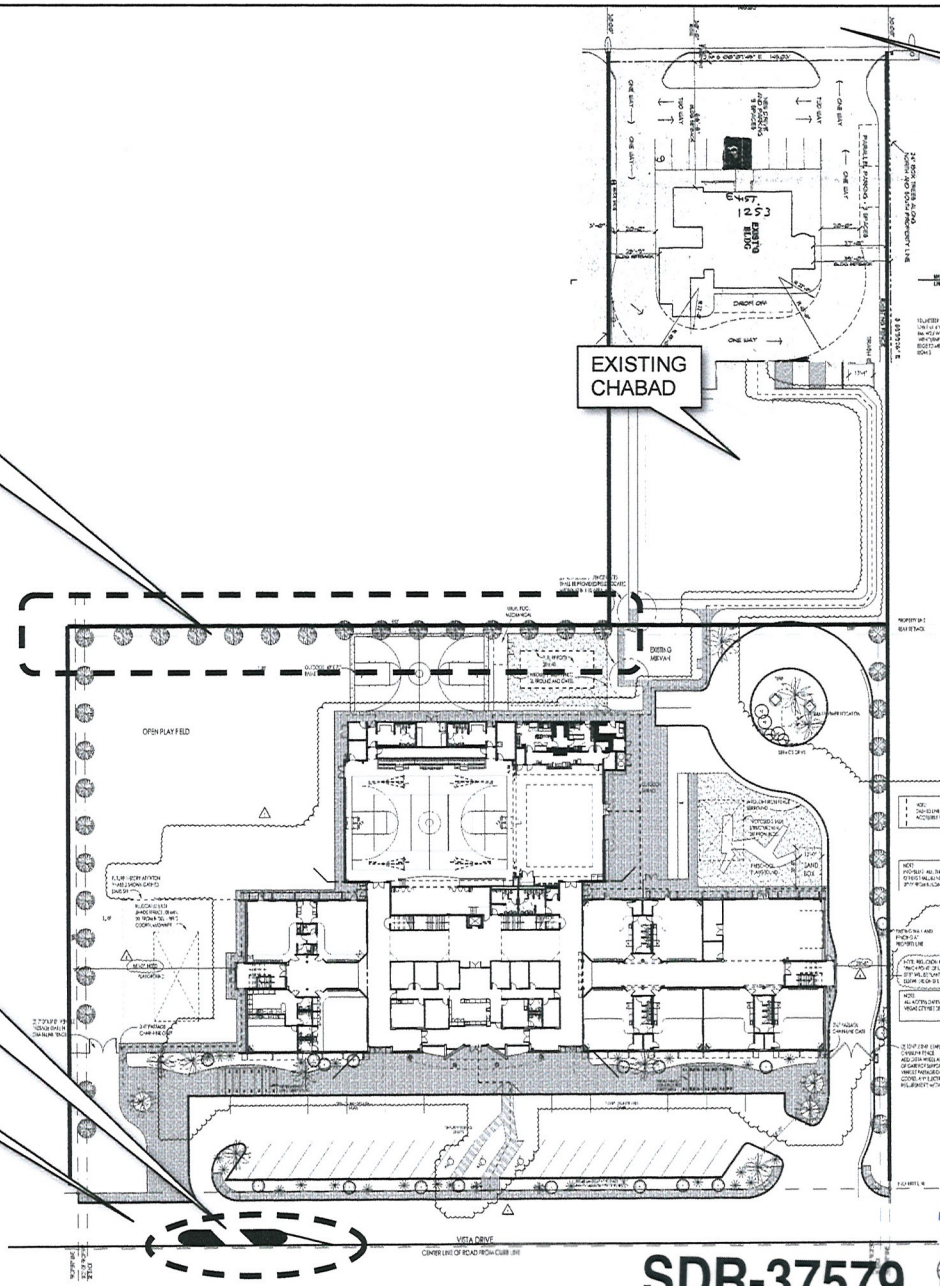
**MAJOR PLAN AMENDMENT**
Removal of Proposed Trees along West Property Line within a 10' Wide Public Utility & Cross Access Drainage Easement, furthermore General Commercial Adjacent to the west along Arville Street

**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.
AS.1

ARCHITECTURAL SITE PLAN

RECEIVED
MAR 04 2010

**SDR-37579**
**04/22/10 PC**

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

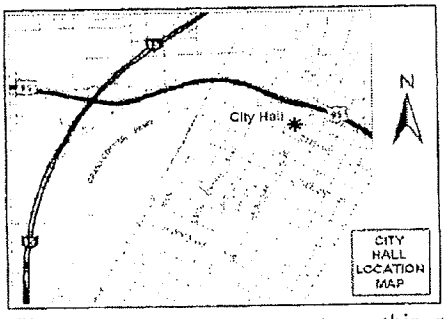
339 Hollins Hall Street, Las Vegas, NV 89145,, Phone: (702) 418-4721
Email: billykingmanaz@yahoo.com

RECEIVED
MAR 04 2010

**SDR-37579**
**04/22/10 PC**

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

**Return Service Requested**
**Official Notice of Public Hearing**

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

**SDR-37579**
City Council Meeting of 6/2/2010

RECEIVED
2010 MAY 24 A 11:45
CITY CLERK

LIED FOUNDATION TRUST
HIXSON CHRISTINA M TRS
3907 W CHARLESTON BLVD
LAS VEGAS NV 89102-1620

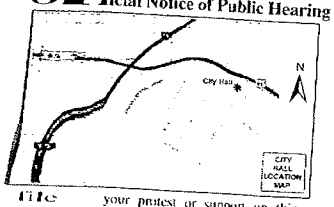
APN#16206502003

City of Las Vegas
Office of The City Clerk
4400 Stewart Avenue
Las Vegas, Nevada 89101

RECEIVED
CITY CLERK
2010 MAY 24 A 11:46

**Return Service Requested**

**Official Notice of Public Hearing**

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[redacted] I SUPPORT this Request

[X] I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-37579

City Council Meeting of 6/2/2010

MAHILL L L C ETAL
8144 W MADDINGLEY AVE
LAS VEGAS NV 89117-7638

APN#16206510003

CAVDS11 89117

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

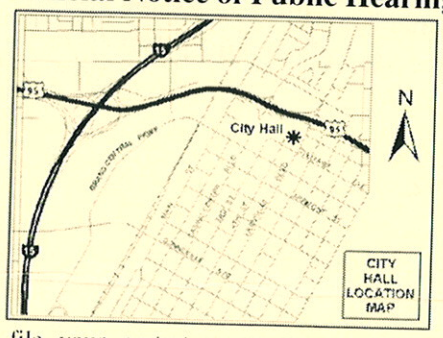
RECEIVED
CITY CLERK

2010 MAY 25 A 11:13

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279218
$ 00.41⁴
MAY 21 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.

**SDR-37579**

City Council Meeting of 6/2/2010

ROBERTS MICHAEL
LADUA ANGEL
3270 STERLINGSHIRE DR
LAS VEGAS NV 89146-6226

APN#16206605003

Submitted after final agenda

Date 5/25/10 Item 63

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

RECEIVED
CITY CLERK

2010 MAY 27 A 11:06

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
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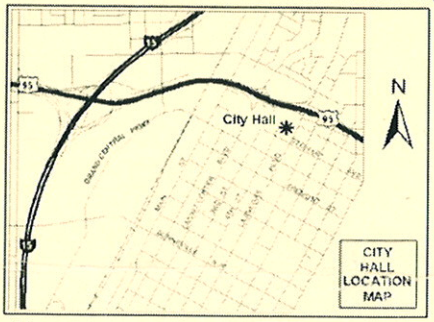
$ 00.41⁴
MAY 21 2010
MAILED FROM ZIP CODE 89101

**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.

**SDR-37579**

City Council Meeting of 6/2/2010

DEANNA & BILL LIVING TRUST
1456 BLISWORTH CT
LAS VEGAS NV 89102-1576

APN#16206217024

RECEIVED
CITY CLERK

2010 MAY 24 A 8:00

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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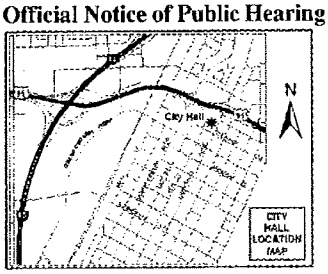
UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41⁴
0004279218 MAY 21 2010
MAILED FROM ZIP CODE 89101

**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.

**SDR-37579**

City Council Meeting of 6/2/2010

SEIDNER DAVID M & GAIL W
P O BOX 80960
LAS VEGAS NV 89180-0960

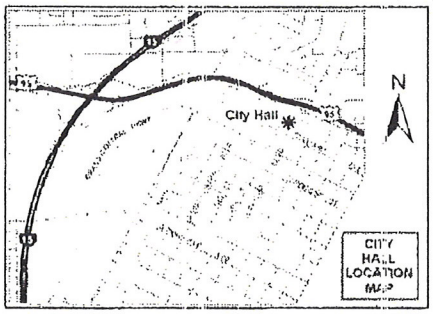
APN#13931410140

CAVOSIL 89180

05/22/2010 SAT 18:46 [TX/RX NO 7808] 001

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

**Return Service Requested**
**Official Notice of Public Hearing**

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

**SDR-37579**
City Council Meeting of 6/2/2010

RECEIVED
CITY CLERK
2010 MAY 24 P 1:04

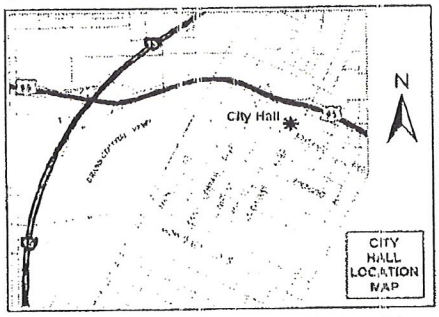
Y & D FAMILY TRUST
HARLIG RABBI YEHOSHUA & DINA TRS
4211 MOUNTAIN VIEW BLVD
LAS VEGAS NV 89102-3815

APN#16206610009

05/24/2010 MON 12:00 [TX/RX NO 7820] ☑001

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

**Return Service Requested**
**Official Notice of Public Hearing**

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

**SDR-37579**
City Council Meeting of 6/2/2010

RECEIVED
CITY CLERK
2010 MAY 24 P 1:04

CHABAD SOUTHERN NEVADA INC
%S HARLIG
1254 VISTA DR
LAS VEGAS NV 89102-1610

APN#16206501004

05/24/2010 MON 12:00 [TX/RX NO 7820] ☑007

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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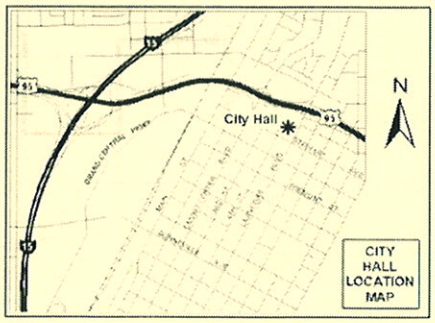
UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41⁴
0004279218 MAY 21 2010
MAILED FROM ZIP CODE 89101

RECEIVED
CITY CLERK

2010 MAY 25 A 11:14

**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-37579**
City Council Meeting of 6/2/2010

BABCOCK JOHN
P O BOX 27045
LAS VEGAS NV 89126-1045

APN#16206610026

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

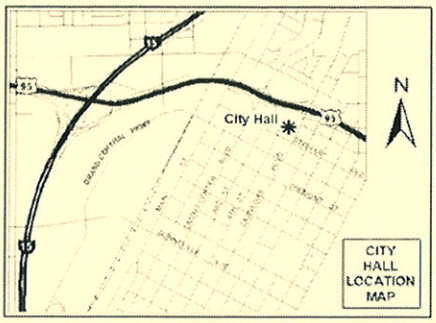
PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41⁴
0004279218 MAY 21 2010
MAILED FROM ZIP CODE 89101

RECEIVED
CITY CLERK

2010 MAY 25 P 3:50

**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-37579**
City Council Meeting of 6/2/2010

RODMAN MOISHE BORUCH & PAULA
1456 CRESLOW CT #102
LAS VEGAS NV 89102-1688

APN#16206217046

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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CITY CLERK

2010 MAY 25 A 8:00

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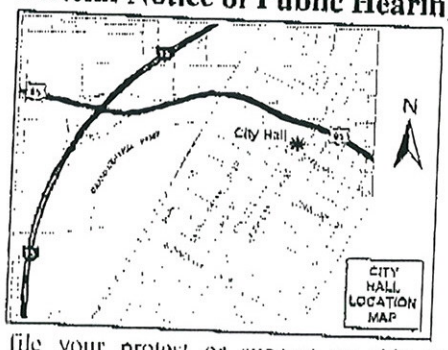
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279218
$ 00.41⁴
MAY 21 2010
MAILED FROM ZIP CODE 89101

**Return Service Requested**
**Official Notice of Public Hearing**

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

**SDR-37579**
City Council Meeting of 6/2/2010

MCGRATH THOMAS J & ELIZABETH J
3075 WESTWIND RD
LAS VEGAS NV 89146-6858

APN#16206510036

05/24/2010 18:58 FAX 001

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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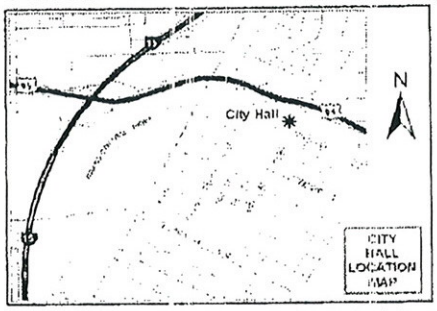
CITY CLERK

2010 MAY 25 A 8:00

**Return Service Requested**
**Official Notice of Public Hearing**

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

**SDR-37579**
City Council Meeting of 6/2/2010

LEDERMAN BATSHEVA
1473 BLISWORTH CT #102
LAS VEGAS NV 89102-1408

APN#16206217016

05/24/2010 MON 16:49 [TX/RX NO 7824] 001

City of Las Vegas
Office Of The City Clerk
00 Stewart Avenue
as Vegas, Nevada 89101

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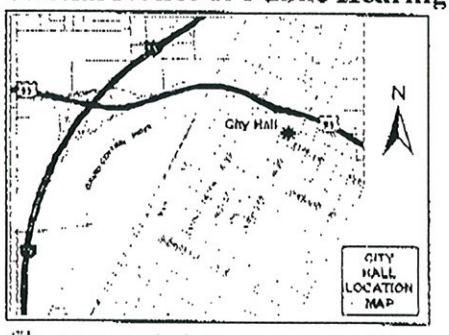
UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41⁴
0004279218 MAY 21 2010
MAILED FROM ZIP CODE 89101

**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.

**SDR-37579**
City Council Meeting of 6/2/2010

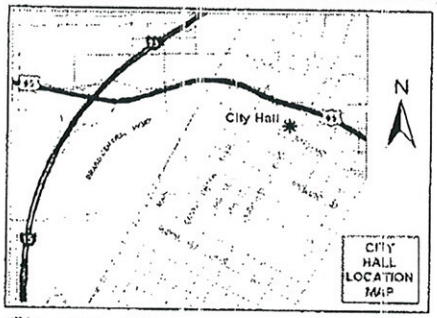
RECEIVED
CITY CLERK
2010 MAY 26 P 12:33

PITTERMAN ARTHUR B & SHARI J
1706 BEARDEN DR
LAS VEGAS NV 89106-4107

APN#16206610041

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

**Return Service Requested**
**Official Notice of Public Hearing**

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

**SDR-37579**
City Council Meeting of 6/2/2010

RECEIVED
CITY CLERK
2010 MAY 28 P 12:46

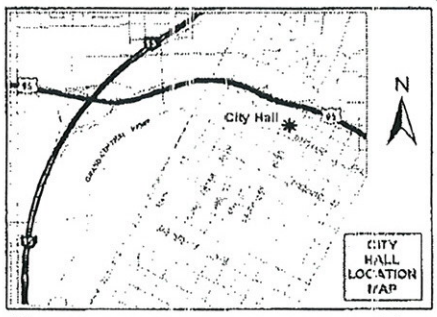
PEREG ZOHAR
1119 OCEAN PKWY
BROOKLYN NY 11230-4052

APN#16206510012

05/28/2010 FRI 10:42 [TX/RX NO 7841] ☑001

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

**Return Service Requested**
**Official Notice of Public Hearing**

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

**SDR-37579**
City Council Meeting of 6/2/2010

RECEIVED
CITY CLERK
2010 MAY 28 A 7:47

MORRIS TRUST
MORRIS THOMAS D & SOMRUDEE TRS
4210 MOUNTAIN VIEW BLVD
LAS VEGAS NV 89102-3811

APN#16206610005

submitted after final agen...

Date 5/28/2010 Item 63
W-1

05/28/2010 FRI 06:29 [TX/RX NO 7838] ☑002

City of Las Vegas Agenda Item No.: **93.**

## *AGENDA SUMMARY PAGE*
**CITY COUNCIL MEETING OF: JUNE 16, 2010**

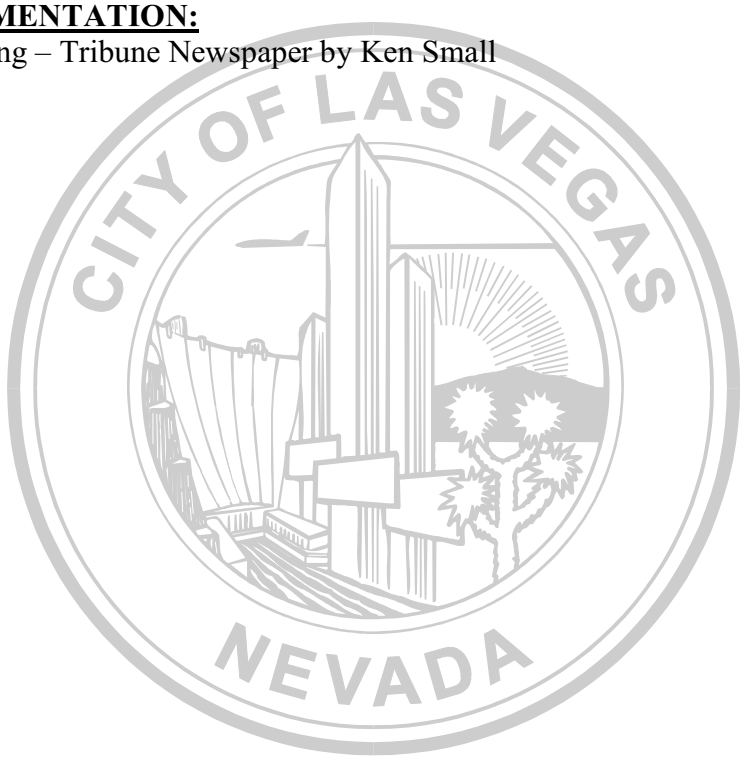
**SUBJECT:**
SET DATE ON ANY APPEALS FILED OR REQUIRED PUBLIC HEARINGS FROM THE CITY PLANNING COMMISSION MEETINGS AND DANGEROUS BUILDING OR NUISANCE/LITTER ABATEMENTS

City of Las Vegas Agenda Item No.: **94.**

## *AGENDA SUMMARY PAGE*
**CITY COUNCIL MEETING OF: JUNE 16, 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

**BACKUP DOCUMENTATION:**
Submitted at Meeting – Tribune Newspaper by Ken Small



# City Council Meeting
# June 16, 2010

# TRIBUNE NEWSPAPER
SUBMITTED AS BACKUP
FOR
CITIZENS PARTICIPATION
WITHIN MINUTES
BINDER

City of Las Vegas Agenda Item No.: **95.**

## *AGENDA SUMMARY PAGE*
**CITY COUNCIL MEETING OF: JUNE 16, 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